

TENDER

[REGION] REGION

CONTRACT [XXX/XX]

PREQUALIFICATION LEVEL: R[X] ROADWORKS / B[X] STRUCTURES

[Contract Description]

**[Road Name]**

**[Section Details]**

TENDER SUBMISSION document

**BOOK 1**

|  |  |
| --- | --- |
| **TENDER DOCUMENTS** |  |
| ● **BOOK 1** | **TENDER SUBMISSION DOCUMENT** |
| ○ BOOK 2 | CONDITIONS OF CONTRACT |
| ○ BOOK 3 | GENERAL AND MANAGEMENT REQUIREMENTS (100 & 200 Series) |
| ○ BOOK 4 | ROADWORKS TECHNICAL SPECIFICATIONS (300–700 & 900 Series) |
| ○ BOOK 5 | STRUCTURES TECHNICAL SPECIFICATIONS (800 Series) |
| ○ BOOK 6 | ROADWORKS DRAWINGS |
| ○ BOOK 7 | STRUCTURES DRAWINGS |
| **OTHER INFORMATION** |  |
| ○ BOOK 8 | INFORMATION FOR TENDERERS |
| [MEDIUM] | DIGITAL DESIGN MODEL |

CONTENTS

**Clause Page No**

LOCALITY PLAN 12

INVITATION TO TENDER 13

1 PROJECT 13

2 PREQUALIFICATION 13

3 INVITATION TO TENDER DOCUMENTS 14

4 PRE-TENDER MEETING 16

5 ENQUIRIES 16

6 TENDER LODGEMENT REQUIREMENTS 16

7 PUBLIC DISCLOSURE 17

CONDITIONS OF TENDERING FOR MAJOR WORKS CONTRACTS 18

CT 1 PREQUALIFICATION 18

CT 2 AUSTRALIAN STANDARD CODE OF TENDERING 18

CT 3 GENERAL CONDITIONS OF CONTRACT 18

CT 4 PROJECT BANK ACCOUNT 18

CT 5 INFORMATION PROVIDED BY THE PRINCIPAL 22

CT 6 TENDER PERIOD 23

CT 7 VALIDITY OF TENDERS 23

CT 8 ADDENDA 23

CT 9 TENDERERS TO INFORM THEMSELVES 23

CT 10 ADVICE TO TENDERERS 23

CT 11 BUILDING & CONSTRUCTION INDUSTRY TRAINING LEVY 24

CT 12 PRINCIPAL SUPPLIED ITEMS 24

CT 13 COMPLETION OF TENDER 24

CT 14 TENDER EVALUATION 30

CT 15 RIGHT TO REJECT TENDERS 34

CT 16 NOTICES FROM PRINCIPAL 34

CT 17 GOODS AND SERVICES TAX (GST) 34

CT 18 ANTI-DUMPING 34

CT 19 PRIORITY START POLICY 35

CT 20 USE OF LOBBYISTS 35

CT 21 ABSENCE OF OBLIGATION 35

CT 22 CONFLICT OF INTEREST 36

CT 23 CONFIDENTIALITY 36

CT 24 COSTS BORNE BY THE TENDERER 37

CT 25 JOINT AND SEVERAL LIABILITY 37

CT 26 PRIVACY ACT COMPLIANCE 37

TENDER SCHEDULE A – FORM OF TENDER 38

TENDER SCHEDULE A – FORM OF TENDER 40

TENDER SCHEDULE B – COLLUSIVE TENDERING DECLARATION 42

TENDER SCHEDULE C – CONTRACT RESOURCE PLAN 44

TENDER SCHEDULE D – OTHER PROJECT / CONTRACT COMMITMENTS 46

TENDER SCHEDULE E, PART 1 – CONSTRUCTION PROGRAM AND METHODOLOGY 47

TENDER SCHEDULE E, PART 2 – CONSTRUCTION STAGING AND TRAFFIC MANAGEMENT 48

TENDER SCHEDULE F, PART 1 – REGIONAL BUSINESS AND CONTENT QUESTIONNAIRE 49

TENDER SCHEDULE F, PART 2 – IMPORTED CONTENT QUESTIONNAIRE 53

TENDER SCHEDULE F, PART 3 – WAIPS PARTICIPATION PLAN 54

TENDER SCHEDULE G, PART 1 – ABORIGINAL PARTICIPATION PLAN 55

TENDER SCHEDULE G, PART 2 – ABORIGINAL PARTICIPATION PRICE PREFERENCES 57

TENDER SCHEDULE H – OTHER REQUIRED INFORMATION 60

TENDER SCHEDULE I – ALTERNATIVE TENDERS 61

TENDER SCHEDULE J – NOT USED 62

TENDER SCHEDULE K – GENDER EQUALITY IN PROCUREMENT, WA PUBLIC SECTOR PILOT 63

TENDER SCHEDULE L – THE AUSTRALIAN GOVERNMENT BUILDING AND CONSTRUCTION INDUSTRY WORK HEALTH AND SAFETY ACCREDITATION SCHEME 64

TENDER SCHEDULE M – DISCLOSURE OF CRIMINAL CONVICTIONS 65

TENDER SCHEDULE N – NOT USED 66

FORM 1 – PRINCIPAL SUPPLIED ITEMS 67

FORM 2 – FORM OF AGREEMENT 68

MAIN ROADS STANDARD METHOD OF MEASUREMENT FOR CONSTRUCTION WORKS 71

CONTRACT SPECIFIC ADDITIONS AND AMENDMENTS TO MAIN ROADS SMM 72

SCHEDULE OF RATES / BILL OF QUANTITIES 73

**The following amendments or additions to documents for this Contract are summarised for the attention of Tenderers:**

| **REVISION REGISTER** |
| --- |
| **Date** | **Location, Amendment or Addition** | **Document** |
| 1 Dec 2023 | Main Roads Standard Method of Measurement (SMM) for Construction Works was updated (effective 1 Jan 2024) | **SMM** |
|  | **SCC 8 – Subcontracting** clause amended in its entirety**SCC 14 –** **Contractor’s Representative (GC 25)** was amended**SCC 20A – Suspension by Contractor (GC 34.2)** was added**SCC 20A – Cost of Suspension (GC 34.4)** was renumbered to SCC 20B**SCC 41 – Industrial Matters** clause amended and renamed “Awards and Workplace Agreements and Employment Information Audit”**SCC 42 – Enforcement of Buy Local Policy 2022** updated and is now referred to as Buy Local Policy 2022**SCC 47 – Adjustment for Rise and Fall in Costs** clause amended in its entirety**SCC 49 – Fraud and Corruption Prevention** new clause added**SCC 50 – Procurement Management** clause amended**SCC 58 – Traffic Management Employment Requirements** new clause added | **Special Conditions of Contract** |
|  | **Attachment 2 – Statutory Declaration** amended to include rise and fall adjustments for subcontracts. | **Attachment** |
| 6 July 2023 | **CT 13.8 Western Australian Buy Local Policy and the Western Australian Industry Participation Strategy** updated.**CT 13.12 Building Code 2016** deleted and subsequent paragraphs renumbered.**CT 13.13 WHS Accreditation Scheme** amended to reflect current the legislation and contact details for application for accreditation. | **Conditions of Tendering** |
|  | **Tender Schedule F, Part 1** – Regional and Business Content updated with new Buy Local Policy 2022.**Tender Schedule F, Part 2** – Imported Content Questionnaire minor inclusion.**Tender Schedule F, Part 3** – WAIPS Participation updated ILAS website details.**Tender Schedule G, Part 1** – Aboriginal Participation Plan updated.**Tender Schedule G, Part 2** – Aboriginal Participation Price Preferences updated.**Tender Schedule L –** the Australian Government Building and Construction Industry Work Health and Safety Accreditation Schemeamended to reflect the current legislation. | **Tender Schedules** |
|  | **SCC 19 – Construction Program** removal of reference to COVID-19 clause.**SCC 30 – Dispute Resolution** updated.**SCC 49** **– Compliance with the Code for Tendering and Performance of Building Work 2016 (Building Code)** deleted.**SCC 50 – Procurement Management** updated. **SCC 53 – Aboriginal Participation** updated.**SCC 54 – Western Australian Participation Strategy** updated address for ILAS.**SCC 56 – COVID-19** clause deleted, subsequent clauses renumbered and other consequential amendments to preceding clauses. | **Special Conditions of Contract** |
|  | **Attachment 2 – Statutory Declaration** deleted reference requiring compliance with Building Code. | **Attachment** |
| 22 June 2023 | Minor amendment to the wording of the *Main Roads Act 1930* (WA) | **Form 2 Form of Agreement** |
| 2 September 2022 | **CT 11 Building & Construction Industry Training Levy** – payment of the training levy was amended to the Principal**CT 13.12 Building Code 2016** was amended and the requirement to submit a signed declaration of compliance and Workplace Relations Management Plan deleted**CT 13.13 Supplier Debarment Regime** was added**CT 13.16 Gender Equality in Procurement Pilot** was added**CT 13.17 - Schedule of Rates and Bill of Quantities** Item (g)reference to hard copies taking precedence was removed | **Conditions of Tendering** |
|  | **Tender Schedule J** Declaration of Compliance with Building Code was deleted**Tender Schedule K** Gender Equality in Procurement Pilot wasadded **Tender Schedule N** Workplace Relations Management Plan was deleted | **Tender Schedules** |
| 2 September 2022 | **SSC 1 Interpretation (GC 2)*** The following definitions were amended: Business Day; Enclave Area
* The following definitions were added: Dispute; Dispute Notice; SOP Act; SOP Legislation; WHS; WHS Act; WHS Law
* The following definitions were deleted: Notice; OSH; OSH Law; Prescribed Appointer

**SCC 3A Recourse to Retention Moneys and Conversion of Security (GC 5.5)** was deleted and GC 5.5 reinstated**SCC 3B** **Reduction of Security and Retention Moneys (GC 5.7)** was renumbered to SCC 3A**SCC 5 Services of Notices (GC 7)** was amended to comply with SOP Legislation**SCC 8 Subcontracting (GC 9.2)** was amended to comply with SOP Legislation**SCC 10 Latent Conditions (GC 12)** Clause 12.5 Acknowledgement was added**SCC 13 Contractor’s Insurances – Rights and Obligations (GC 21)** Clause 21.6 paragraph (b) was amended to comply with SOP Legislation**SCC 15 Setting out the Works (GC 28)** Clause 28.6 was amended to comply with SOP Legislation**SCC 21 Extension of Time for Practical Completion (GC 35.5)** was amended to comply with SOP Legislation**SCC 26 Payment Claims, Certificates, Calculations and Time for Payment (GC 42.1)*** Thefollowing Clauses were amended to comply with SOP Legislation: 42.1.1, 42.1.6, 42.1.7, 42.1.8, 42.1.10, 42.1.11, 42.1.15

**SCC 26A Correction of Payment Certificates (GC 42.2)** was added**SCC 26B Final Payment Claim (GC 42.7)** was added**SCC 26C Set Offs by the Principal (GC 42.10)** was added**SCC 27A Notice in Relation to SOP Legislation** was added and includes new Clauses 42.12, 42.13 and 42.14**SCC 27A Payment of Workers, Subcontractors and Suppliers (GC 43)** was renumbered **SCC 27B** and amended to comply with SOP Legislation**SCC 27B Default by the Contractor (GC 44.2)** was renumbered **SCC 27C****SCC 28 Contractor’s Prescribed Notice (GC 46.1)** was amended to comply with SOP Legislation**SCC 30 Dispute Resolution (GC 47)** was amended to comply with SOP Legislation**SCC 34 External Requirements** was amended to remove Building Code**SCC 35 Preconditions to Commencement of Work under the Contract** was amended to remove Building Code requirements**SCC 40 Health and Safety** was amended to comply with WHS Law, new Clause 40.8 Consultation was added**SCC 49 Compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code)** was amended**SCC 52 Financial Capacity** was amended**SCC 56.2 COVID-19 Effects** Clause 56.2.4 Extension of Time was amended to comply with SOP LegislationReferences to “*Construction Contracts Act 2004* (WA)” were replaced with “SOP Act” throughoutReferences to “OSH” were replaced with “WHS” throughout | **Special Conditions of Contract** |
| 2 September 2022 | * Period of notice with regard to intended recourse to retention/security (Clause 5.5) was reinstated
* Times for Payment Claims (Clause 42.1.6) was amended to the last day of each calendar month
* Rate of interest on overdue payments (Clause 42.9) was amended to comply with SOP legislation
 | **Annexure A** |
| 11 July 2022 | **CT 7** was amended to change six calendar months to three calendar months.**Tender Schedule A Form of Tender** wasamended to change six calendar months to three calendar months | **Conditions of Tendering****Tender Schedule** |
| 23 March 2022 | **Clause 6** was amended to remove submission of Tenders by USB.  | **Invitation to Tender** |
|  | **CT10 Advice To Tenderers** was amended to remove the public opening of tenders and include the posting of the apparent order of tender prices on Main Roads’ [website](https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/)  | **Conditions of Tendering** |
| 11 January 2022 | **CT 13.6 Construction Program** was amended to include Construction Methodology**CT 13.7 Construction Staging and Traffic Management** was added and following subclauses renumbered**CT 14 Assessment of Conforming and Alternative Tenders** was renamed **‘Tender Evaluation’** and amended to include a non-price assessment process and scoring methodology, details of the Evaluation Panel, and debriefing process**Tender Schedule E Construction Program** was renamed **‘Part 1’** and Construction Methodology added**Tender Schedule E, Part 2 Construction Staging and Traffic Management** was added**Tender Schedule N** link to WRMP form on ABCC [website](https://www.abcc.gov.au/building-code/contractors/tendering/workplace-relations-management-plans-wrmp) was updated | **Conditions of Tendering** |
| 1 July 2021 | **CT 4 Project Bank Account** location of PBA documents was amended**CT 13.7 Buy Local Policy and the Western Australian Industry Participation Strategy** link to the policy was updated**CT 13.12 Western Australian Building and Construction Industry Code of Conduct (BCI Code)** and **Tender Schedule K** were deleted and amended to ‘Not Used’**Tender Schedule F Part 3** WAIPS Participation Plan was amended | **Conditions of Tendering** |
| 1 July 2021 | **SCC 1 Interpretation (GC 2)*** The following definition was added: Consequential Loss
* The following definition was deleted: BCI Code

**SCC 19 Construction Program (GC 33.2)** paragraphs (c) and (f) were amended**SCC 34 External Requirements** paragraph (d) was deleted**SCC 44 Priority Start Policy** SCC 44.3 was amended**SCC 47 Adjustment for Rise and Fall** SCC 47.2 was amended**SCC 53 Aboriginal Participation** SCC 53.2 and 53.3 were amended**SCC 57 Cap on Liability and Consequential Loss** was added**SCC 58 Contractor Reporting** was added | **Special Conditions of Contract** |
| 7 May 2021 | **SCC 1 Interpretation (GC 2)*** The following definitions were added: Change in Control; Contractor’s Insurance Policies; Contractor’s Personnel; Control; Controller; Enclave Area; Limits of Vegetation Clearing; OSH; OSH Law; Probity Event; Probity Requirements; Related Body Corporate; Relevant Person
* The following definitions were amended: As Built Information; Business Day; Works
* The following definitions were deleted: Approvals; Indirect or Consequential Loss; Law; Legislative Requirements

**SCC 2A Provision of Security (GC 5.2)** was amended**SCC 3 Form of Security (GC 5.3)** was amended**SCC 4 Release of Security (GC 5.8)** was amended**SCC 4A Covenantor’s Obligations (GC 5.10)** was amended**SCC 5 Service of Notices (GC 7)** was added**SCC 6 Contract Documents (GC 8)** was amended**SCC 7 Assignment (GC 9.1)** was amended**SCC 8 Subcontracting (GC 9.2)** was amended:* works requiring subcontractor approval amended
* subcontract price threshold for incorporating AS 2545 – 1993 as general conditions of subcontract increased to $100,000
* removal of a subcontractor due to a Probity Event added
* rise and fall provisions for subcontracts that involve the supply of bituminous products or undertaking activities utilising bituminous products added

**SCC 10 Latent Conditions (GC 12)** clauses 12.3 and 12.4 were amended**SCC 11 Reinstatement (GC 16.2)** was amended and moved from SCC 13 (previously GC 21.5 ‘Mitigation and Reinstatement’)**SCC 11A Excepted Risks (GC 16.3)** was amended and renumbered**SCC 12 Indemnities (GC 17)** was amended**SCC 13 Insurance (GC 18, 19, 20, 21)** all insurance clauses were extensively amended**SCC 14 Contractor’s Representative (GC 25)** was amended to clarify levels of qualification required**SCC 15 Setting out the Works (GC 28)** was amended**SCC 17 Who Conducts Test (GC 31.3)** was moved from GC 30.6 ‘Materials and Work – Generally’**SCC 18 Working Hours (GC 32)** was amended**SCC 19 Construction Program (GC 33.2)** paragraph (f) was added**SCC 20 Suspension by Superintendent (GC 34.1)** was amended to include suspension by inspector (previously SCC 20A)**SCC 20A Cost of Suspension (GC 34.4)** was added**SCC 21 Extension of Time for Practical Completion (GC 35.5)** was amended, obsolete reference deleted**SCC 23 Defects Liability (GC 37)** special condition deleted, clause changed to ‘Not Used’**SCC 24 Valuation (GC 40.5)** was amended**SCC 25A Project Bank Account Definitions (GC 42A)** location of PBA documents amended and link to Main Roads website added**SCC 26 Payment Claims, Certificates, Calculations and Time for Payment (GC 42.1)** location of PBA documents amended and link to Main Roads website added, new clause 42.1.16 ‘Reconciliation of Overpayments’ added**SCC 27A Payment of Workers, Subcontractors and Suppliers (GC 43)** location of PBA documents and statutory declaration amended, link to Main Roads website added**SCC 27B Default by the Contractor (GC 44.2)** was amended to include reputational damage, Probity Events, unapproved Change in Control**SCC 30 Dispute Resolution (GC 47)** was amended to include a timeframe for referral to mediation, and requirements for the appointment of a mediator**SCC 34 External Requirements** was amended, Discovery of Rare Flora moved to SCC 40B.5**SCC 35 Preconditions to Commencement of Work Under the Contract** was amended to include options for Procurement Management Plan and Rail Safety Management Plan**SCC 40 Safety and Health** provisions for compliance with AS 4801 and/or AS/NZS ISO 45001 added (SCC 40.2) and new clause Enclave Area added (SCC 40.7)**SCC 40A.2 Traffic Management Representative** was amended to clarify qualifications required**SCC 40B.3 Damage to Vegetation** was added**SCC 40B.5 Discovery of Rare Flora** was moved from SCC 34 ‘External Requirements’**SCC 40C Rail Safety** was added**SCC 47 Adjustment for Rise and Fall in Costs** was amended to clarify how index numbers are applied, and activities involving bituminous products added to Schedule C**SCC 48 Agreement with Rail Operators** was added**SCC 50 Procurement Management** was added**SCC 55 Probity Events** was added**SCC 56 COVID-19** was added | **Special Conditions of Contract** |
| 29 October 2020 | SCC 40A.2 – Amended note to include requirements for complex traffic management arrangementsRefreshed all links due to upgrade to Main Roads and Western Australian Government websitesCT 13.13 – Amended typo “Least” was written as “Last”Tender Schedule G Part 2 Aboriginal Participation Price Preferences was updated. | **Special Conditions of Contract****Whole document****Conditions of Tendering****Tender Schedule** |
| 21 June 2019 | References to Special Conditions of Tendering deletedReferences to Invitation to Tender and Tender Documents clarified | **Invitation to Tender****Conditions of Tendering** |
|  | **CT 4 Project Bank Account** was added**SCC 8 Subcontracting** was amended**SCC 25A Project Bank Account Definitions** was added**SCC 26 Payment Claims, Certificates, Calculations and Time for Payment** was updated**SCC 27A Payment of Workers, Subcontractors and Suppliers** was updated**SCC 27B Default by the Contractor** was added | **Conditions of Tendering** **Special Conditions of Contract** |
| 17 May 2019 | **Tender Schedule G** Aboriginal Participation Plan was updated**SCC 53 Aboriginal Participation** was updated | **Tender Schedule****Special Conditions of Contract** |
| 1 April 2019 | **CT 19 Priority Start Policy** – replacing the former Government Building Training (GBT) Policy | **Conditions of Tendering** |
|  | **SCC 44 Priority Start Policy** – replacing the former Government Building Training (GBT) Policy | **Special Conditions of Contract** |
| 1 January 2019 | Main Roads Standard Method of Measurement (SMM) for Construction Works was updated | **SMM** |
| 7 November 2018 | Full Document Revision | **ALL** |

# LOCALITY PLAN

**Contract [XXX/XX]**

# INVITATION TO TENDER

**FOR REFERENCE ONLY – DELETE ALL GUIDANCE NOTES FROM FINAL DOCUMENT**

All edits to the downloaded Tender Documents must be in tracked changes mode. If all information relating to a clause is deleted then the clause number is retained and the words "NOT USED" inserted against the clause number.

The proposed documents with tracked changes must be submitted for review by an SPM/Project Director, the Superintendent, and a Procurement Manager (refer to TDP checklist).

When all sections of the checklist have been signed off, the tracked changes option is to be turned off, all author’s notes deleted, formatting within the document checked and the document made Final and placed on the appropriate TRIM Tendering File.

SLK information – this may be added to the Cover Page after or in place of the "Section Details". Font sizes may need to be reduced to fit everything on one page.

## PROJECT

This Invitation to Tender is for Contract [XXX/XX] [insert Contract description].

It is a Quality Assurance Contract to AS/NZS ISO 9001.

## PREQUALIFICATION

NOTE: Select 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. Include the prequalification requirements for joint ventures if using Options 3, 4 or 5. 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).

OPTION 2

This is a **structures only** contract.

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

OPTION 3

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

Tenderers **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).

OPTION 4

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

Tenderers **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).

OPTION 5

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

Tenderers **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 category not held by the Tenderer.

NOTE: Include the following Prequalification Requirements for Joint Ventures when using Options 3, 4 or 5 (i.e. contracts containing both roadworks and structures). Delete if not required.

**Prequalification Requirements for Joint Ventures**

A joint venture can satisfy the prequalification requirements for this contract by:

1. the joint venture in its own right being prequalified to both the required categories; or
2. each member of the joint venture being prequalified to at least one of the required categories, provided that collectively the joint venture members are prequalified to both categories; or
3. the joint venture in its own right being prequalified to one of the required categories and a member of the joint venture being prequalified to the other category.

## INVITATION TO TENDER DOCUMENTS

The Tender Documents comprise the following Books 1 to 7:

**BOOK 1 – Tender Submission Document,** which includes the following:

* Revision Register
* Locality Plan
* Invitation to Tender
* Conditions of Tendering
* Tender Schedules
* Contract Specific Additions and Amendments to the Main Roads Standard Method of Measurement for Construction Works

**BOOK 2 – Conditions of Contract,** which includes the following:

* General Conditions of Contract AS 2124 Annexures A and B
* Special Conditions of Contract
* Attachments 1 and 2

**BOOK 3 – General and Management Requirements,** which includes the following:

* General Requirements (refer to 100 Series)
* Management Requirements (refer to 200 Series)

NOTE: Road Reference Control Information should be included in Annexure 100 H contained in Book 3 General and Management Requirements.

**BOOK 4 – Roadworks Technical Specifications,** which includes the following:

* Earthworks (refer to 300 Series)
* Drainage (refer to 400 Series)
* Pavement and Surfacing (refer to 500 Series)
* Traffic Facilities (refer to 600 Series)
* Electrical and Lighting (refer to 700 Series)
* Miscellaneous (refer to 900 Series)

NOTE: Specifications contained in **Books 4** and **5** – the main body of the Technical Specification is designed not to be amended (except where guidance notes indicate otherwise). All edits of any Technical Specification whether initiated by the PM or a Consultant, needs to be tracked by using track changes which allows for easy identification of what changes have been made and aids the review and approval process. If all information relating to a specific clause is deleted then the clause number must be retained and the words "NOT USED" must be inserted.

It is essential that any amendments to the Specification (other than those allowed by the guidance notes) be reviewed and endorsed by the Specification Custodian before being included. A record of the review and endorsement by the Specification Custodian must be placed on the TRIM file.

The Project Manager must complete the Specification Amendment Checklist located at the back of each Specification to be used for the Tender. On completion of the approval process the tracked changes option is to be turned off and the document made Final.

The Table of Contents in **Books 3** and **4** should be amended to match the actual Specifications required for this contract.

**BOOK 5 – Structures Technical Specifications,** which includes the following:

* Structures (refer to 800 Series)

**BOOK 6 – Roadworks Drawings,** which includes the following:

* Roadworks Drawings
* Cross Sections

NOTE: For smaller contracts it may be appropriate to have all drawings in a single book. For larger contracts it may be appropriate to reduce the size of the Book, e.g.

* Book 6A – Roadworks Drawings
* Book 6B – Cross Sections, etc.

**BOOK 7 – Structures Drawings,** which includes Bridges and Major Structures drawings

Standard Drawings referenced within the Tender Documents, but not included within the Books of Drawings above, may be downloaded from Main Roads' website at:

<https://www.mainroads.wa.gov.au/BuildingRoads/StandardsTechnical/MainRoadsDrawings/Pages/Standard_Contract_Drawings.aspx>

**BOOK 8 – Information for Tenderers**

Book 8 is provided for information only and does not form part of the Tender Documents.

Tenderers’ attention is drawn to CT 5 and to the disclaimer contained in the Information for Tenderers document. In making use of any of the information contained in the Information for Tenderers document, Tenderers will be deemed to have made use of the information in accordance with CT 5 and based on the advice presented in the document.

Reference Documents to the Tender Documents include, but are not limited to, the Western Australian Industry Participation Strategy (WAIPS) and the Australian Standard Code of Tendering AS 4120 – 1994.

**Survey Information**

Survey information must be captured in accordance with Main Roads Survey and Mapping Standards available at:

[https://www.mainroads.wa.gov.au/technical-commercial/technical-library/Surveying and Geospatial Services/Mapping Guidelines](https://www.mainroads.wa.gov.au/technical-commercial/technical-library/?q=&take=20&filter=&type=&node=Surveying%20and%20Geospatial%20Services,Mapping%20Guidelines&page=1&sectionFilter=731)

**Digital Design Model**

The digital design model in MX GenIO default output Double Precision D23.17 format is provided on [insert format].

## PRE-TENDER MEETING

NOTE: Select one of the following options and delete remaining options.

Pre-tender briefings and site meetings for most Major Works contracts should be optional for Tenderers to attend, unless there are issues unique to the Site that may affect Tender submissions or are crucial to the understanding of the Works, and can only be addressed by pre-tender briefings and/or by observations at the Site. Project Managers must be mindful of possible travel and accommodation costs that may be incurred by Tenderers in respect to the estimated value of the Project, and the real need for the meeting/s to be mandatory. Reasons for mandatory site meeting/s or pre-tender briefing/s must be documented on the contract tendering file by the Project/Contract Manager.

OPTION 1

A non-mandatory pre-tender meeting, including a site inspection, will be held on [insert date] at [insert location] commencing at [insert time].

OPTION 2

A **mandatory** pre-tender meeting, including a site inspection, will be held on [insert date] at [insert location] commencing at [insert time]. Refer to CT 9 of the Conditions of Tendering.

OPTION 3

A pre-tender meeting will not be held. Tenderers may visit the site as they wish, provided that any relevant approvals to enter the site are first obtained.

## ENQUIRIES

Tenderers seeking clarification of any details provided in the Tender Documents must, no later than 5 business days prior to the closing day stated in Invitation to Tender Clause 6 below (or as amended by addendum), contact:

Project Manager [insert name]
Contact number [insert phone number]
Email [insert email address]

## TENDER LODGEMENT REQUIREMENTS

Tenders must be lodged no later than **2.30pm WST** on **[insert tender closing day and date]**.

Tenders must be uploaded to Tenders WA ([www.tenders.wa.gov.au](http://www.tenders.wa.gov.au)).

In uploading tenders to Tenders WA:

1. Tenderers must be registered with Tenders WA to submit a Tender electronically.
2. The Tender can only be lodged through Tenders WA if individual files do not exceed 100Mb.
3. 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.
4. 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.

Tenderers must ensure that the electronic copy of the Tender is in .doc, .docx, .pdf, .xls or .xlsx file format and extensions. Price Schedules must be submitted in .xls or .xlsx file format.

The Tenderer agrees that:

1. 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.
2. The Principal will not be responsible in any way for any loss, damage or corruption of the electronic copy of the Tender.
3. 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.
4. If the Principal requests the provision of another copy of the Tender, then the Tenderer must provide:
5. the copy in the form or forms requested within the period specified by the Principal;
6. 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
7. a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.
8. Late Tenders received after the closing time will only be accepted if explicit and conclusive evidence of mishandling by the Principal exists.

## PUBLIC DISCLOSURE

Award details for all contracts over $50,000 will be made publicly available on the Tenders WA website at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) after the contract is legally established. Information to be disclosed will include the successful Tenderer’s name(s), a general description of the Works, contract award date and contract value.

# CONDITIONS OF TENDERING FOR MAJOR WORKS CONTRACTS

NOTE: The Conditions of Tendering must be modified in accordance with the Author’s Notes for the respective CT.

1. PREQUALIFICATION

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](https://www.mainroads.wa.gov.au/BuildingRoads/Contracting/Prequalification/Pages/Prequalification.aspx) at [www.mainroads.wa.gov.au](http://www.mainroads.wa.gov.au)) and to the prequalification requirements shown in Invitation to Tender Clause 2.

Where the conditions of a Tenderer’s prequalification require the Tenderer’s parent company or another Covenantor to give an undertaking to provide a guarantee and indemnity, the Principal will require that parent company or other Covenantor to be a party to the contract and provide the covenants contained in Clause 5.10 of the General Conditions of Contract (see SCC 4A). If there has been any material change in that parent company’s or other Covenantor’s financial circumstances since the date of the last annual financial statements submitted to the Principal, the Tenderer must include full details of that change with its Tender.

1. AUSTRALIAN STANDARD CODE OF TENDERING

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

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the Australian Standard 2124 – 1992 incorporating Annexures A and B but not incorporating Australian Standard 2125 – 1992 and Australian Standard 2127 – 1992.

Tenders must comply with and be based on the General Conditions of Contract (including Annexures A and B). The General Conditions of Contract will be deemed to have been issued and constitute part of the Tender Documents.

1. PROJECT BANK ACCOUNT
	1. Payments to the Contractor

Payments to the Contractor in relation to this Project will occur through a Project Bank Account (**PBA**).

* 1. Tendering

Tenderers must be prepared to enter into all of the agreements referred to in this CT 4.

Tenderers must notify all potential subcontractors that they are bidding for a PBA project and direct them to the PBA information available from Main Roads' website at <https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/>#pba

* 1. What is a Project Bank Account?

In general terms, a PBA is an alternative payment mechanism that facilitates direct and nearly simultaneous payment to a project’s head contractor and its subcontractors (if the subcontract value is greater than $20,000 (inclusive of GST)). A subcontractor with a contract value under $20,000 (inclusive of GST) and any supplier of goods or materials to the head contractor, regardless of value, can also participate in the PBA if they choose. PBAs operate through a trust arrangement and improve security of payment, subject to certain criteria being met.

* 1. What is different about a project with a Project Bank Account?

PBA projects are very similar to conventional projects with monthly payment claims still being submitted by the Contractor. These claims are assessed and certified by the Superintendent in the usual way. However, the payment arrangements with the Contractor are different. Instead of payments being deposited into the Contractor’s ordinary bank account by the Principal, payments will be routed through a dedicated trust account that is established by the head contractor for the project (i.e. the PBA).

The Principal will pay money into the PBA and the bank will disburse the funds in accordance with the head contractor's payment instructions, which are based on the head contractor's subcontract and supply arrangements. The Contractor and participating subcontractors will then receive their payments directly and simultaneously from the PBA.

The PBA will also hold any retention moneys arising under the terms of the Contractor’s subcontracts. Retention amounts will be detailed in the payment instructions and will be released when the Contractor is obligated to return them, or entitled to access the moneys in accordance with the relevant subcontract.

* 1. Who participates in the PBA?

All subcontractors who have a contract with the Contractor that is valued at equal to or greater than $20,000 (inclusive of GST) will automatically become ‘beneficiaries’ and will have their payment claims paid through the PBA. The $20,000 monetary threshold is taken to be the combined total for works completed by the subcontractor in relation to the contract being undertaken by the Contractor.

Subcontractors performing work valued at less than this amount will have the ability to opt in by notifying the Contractor by completing an ‘Opt-in Notice’. Where the value of the works completed by a subcontractor increases to greater than $20,000 they will automatically become ‘beneficiaries’ from that point on.

Material suppliers will not automatically participate in the PBA, however they will also have the ability to opt in by notifying the Contractor by completing an ‘Opt-in Notice’ that they wish to do so.

* 1. What is different in terms of documents?

When a PBA is used on a project, the Contractor will be required to execute two additional documents. These are:

1. the PBA Trust Deed Poll – which is an agreement between the Principal and the Contractor that establishes the terms of the trust and describes how the trust will operate; and
2. the PBA Agreement – which is an agreement between the Principal, the Contractor and the Bank that sets out the duties and obligations of the Bank and how the PBA will operate.

In addition, if the Contractor has granted registered security interests to financial institutions that would extend to the PBA (as identified under the “Personal Property Securities Register” maintained pursuant to the *Personal Property Securities Act 2009* (Cth)), other than a registered security interest in favour of the bank establishing the PBA, each financial institution will also need to provide a signed document to release the PBA from their security, or to preserve the PBA ahead of their security.

* 1. How does the trust work?

The Contractor makes its usual payment claims for the Works, and the Principal makes its usual progress payments (being the amounts certified by the Superintendent). However, instead of progress payments being made into the Contractor’s nominated bank account, they are paid into the PBA. The PBA is also a bank account in the Contractor's name, but it is a "trust" account.

The trust is established through the PBA Trust Deed Poll which is signed by the Contractor and the Principal. This deed poll sets the rules of the trust. The beneficiaries of the trust are the Contractor itself and the subcontractors.

For the trust structure to work, the funds in the PBA are said to be held by the Contractor for the beneficiaries on a ‘trust’ basis. This account is opened through the PBA Agreement.

Before the Principal pays for the Works each month, the Contractor will be required to submit ‘Progress Payment Instructions’ to the Bank, which allocate the certified amount between the Contractor and participating subcontractors, and allocate the subcontractor retentions (which are held in the PBA until they can be released under the terms of the relevant subcontract).

These Progress Payment Instructions are very important and fulfil a number of functions. Provided that the Progress Payment Instructions are correct and valid, they:

* trigger the obligation of the Principal to pay the amount certified by the Superintendent into the PBA;
* identify the relevant subcontractors, their allocation and their account details (to allow the Bank to disburse funds out of the PBA);
* specify the retention amounts (as the retention amounts between the Contractor and participating subcontractors will be held on trust in the PBA until they can be released under the terms of the relevant subcontract); and
* act as an irrevocable direction to the Bank to pay the amounts in the PBA to the Contractor and the subcontractors (in the allocated amounts).

The Contractor will acknowledge in the Contract that payment out of the PBA is a ‘good discharge’ of the payment obligation of the Principal to the Contractor.

This structure maintains the debtor/creditor relationship that exists under the Contract (and the subcontracts) and provides for a payment mechanism only. The PBA is not intended to affect turnover reporting or interfere with ordinary contractual relationships.

* 1. Who establishes the Project Bank Account?

The Contractor is responsible for establishing the PBA. The State Government has pre-agreed PBA documentation with the Commonwealth Bank of Australia. However, the Contractor is permitted to establish the PBA with a different bank, providing the bank agrees to the terms of the PBA Agreement and the security release forms as contained in the Contract.

The bank account will be established by virtue of the Principal, the Contractor and the Bank entering into the PBA Agreement. The PBA Agreement requires the Bank to acknowledge that the account is a trust account and therefore it must act on the payment instructions (as received from the Contractor) and give effect to them.

As the PBA is a zero balance account, payments out of the PBA will effectively be made within the same day as the funds are received by the PBA from the Principal or the Contractor. The effect of this will be to enhance certainty of payment timeframes for parties that participate in the PBA.

Note: If Tenderers wish to discuss the PBA requirements for this Invitation to Tender, please contact either the nominated person in Invitation to Tender Clause 5 or the Main Roads' contact for PBA enquiries below:

Position: Commercial Coordinator

Telephone: 138 138

Email: projectbankaccounts@mainroads.wa.gov.au

* 1. What is a "Deed Poll"?

A deed poll is a type of legal document that can be executed by one party, and which gives benefits to other parties (in this case, the beneficiaries of the trust) despite the fact that the other parties have not signed the document. The Principal will also sign the PBA Trust Deed Poll for certain limited reasons that do not affect the trust.

In the case of the deed poll used to create the PBA trust, the beneficiaries are the Contractor itself and the 'subcontractors' to the Contractor. The beneficiaries can also include subcontractors whose contracts are for less than $20,000 (including GST) or 'suppliers' of goods or materials. All beneficiaries are able to enforce the terms of the deed poll in their favour, even though they are not a party to the document.

* 1. What about the Personal Property Securities Act?

The *Personal Property Securities Act 2009* (Cth) (“**PPSA**”) applies to personal property and security interests. It is possible that the PPSA will apply to moneys in the PBA (both the regular progress payments for works undertaken and to any subcontractor retentions).

To ensure their interests (if any) are protected, the Contractor and participating subcontractors should seek their own independent advice about the PPSA and their ability to register any interest in the PBA on the “Personal Property Securities Register” (“**PPSR**”). It is likely that by registering their interests in the PBA on the PPSR subcontractors will enhance their security of payment.

* 1. Invitation to Tender Requirements

The following PBA documents are available for download from the Main Roads website at <https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/#pba> and by selecting the **Construct Only (AS 2124) Zip file** under **‘PBA documents’.**

1. **PBA Trust Deed Poll**

As a condition of the Contract, the PBA Trust Deed Poll must be signed by the Contractor and the Principal. Subcontractors do not have to sign the PBA Trust Deed Poll and will automatically become beneficiaries of the trust whether or not they are known or appointed at the time of Contract award. Subcontractors whose contract for the Project is less than $20,000 (including GST) must complete an ‘Opt-in Notice’ if they wish to be included in the trust.

Clauses 42, 43 and 44.2 of the General Conditions of Contract also contain provisions in relation to the appointment of subcontractors and the statutory declaration requirements (see SCCs 25A, 26, 27A and 27B).

1. **PBA Agreement**

As a condition of the Contract, the Contractor will be required to establish a bank account (this is the trust account) which is done through entering into the PBA Agreement. This agreement governs the operation of the bank account with the bank.

The Principal will be the last party to sign the PBA Agreement and it must be supplied to the Principal duly executed by the other parties as a condition of the Contract.

1. **Deed of Release & Priority Deed Poll**

As the PPSA may impact on the PBA arrangements above, the Contractor will need to identify any financial institutions that have been granted registered security interests that would extend to the PBA (as identified under the PPSR) other than a registered security interest in favour of the bank establishing the PBA. The trust account arrangements implemented pursuant to the PBA Trust Deed Poll and PBA Agreement will need to be recognised by the registered holder of any such security interests and rank ahead of, or sit outside, any existing registered security interests of those financial institutions.

The Contractor will need to supply a fully executed Deed of Release or Priority Deed Poll, to give effect to the payment arrangements under the Contract.

* 1. PBA Amendments to the Contract

Tenderers' attention is drawn *inter alia* to the amendments made to Clauses 42, 43 and 44.2 of the General Conditions of Contract which relate to payment claims and additional requirements in relation to PBAs (refer to SCCs 25A, 26, 27A and 27B). Included as part of these amendments is a requirement under Clause 43.1(a) that the Contractor must complete a statutory declaration in relation to subcontractors. The required Statutory Declaration is contained in **Attachment 2** of the General Conditions of Contract.

* 1. PBA Amendments to Subcontracts

Tenderers' attention is drawn to the amendments to Clause 9.2 of the General Conditions of Contract which relate to subcontract payment terms.

Conditions are provided on Main Roads' website at <https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/#pba> as a suggestion to head contractors and subcontractors as to what they may choose to incorporate in subcontracts where a PBA is to be utilised. Any decision to use these provisions is at the risk of the head contractor and subcontractor.

* 1. No Reliance

The Principal and the State Government recommend that each party seek its own legal advice on matters connected with PBAs and contracting generally and, notwithstanding any other provision of the Tender Documents, accepts no responsibility to any head contractor or any subcontractors for the documents referred to in, and the contents of, this CT 4.

* 1. Principal's Right to Vary or Cancel

Notwithstanding any other provision of the Tender Documents, the Principal reserves the right in its absolute discretion (for any reason whatsoever) to:

* modify the manner in which the PBA is to be implemented as part of the Contract; and/or
* make any additions, deletions or amendments to any documents referred to in this CT 4 prior to the Contract award.

The Principal reserves the right in its absolute discretion to determine, at any time prior to the Contract award, whether the payments to the Contractor in relation this Project will or will not occur through a PBA.

1. INFORMATION PROVIDED BY THE PRINCIPAL

Tenderers should note that information provided by the Principal and not forming part of the Tender Documents or any addenda:

1. is provided only for the convenience of Tenderers and is not part of the Contract. The Principal does not guarantee the information and the Principal accepts no responsibility for interpretations placed on it or for its use;
2. will not form part of the Contract; and
3. must not be taken as an exhaustive statement of conditions which may be encountered during the course of the work under the Contract.
4. TENDER PERIOD

Tenders must be lodged in strict compliance with Invitation to Tender Clause 6.

1. VALIDITY OF TENDERS

Tenders remain binding and cannot be withdrawn without the written approval of the Principal, whose approval may be withheld in its absolute discretion, until the expiration of three calendar months from the final date fixed for delivery of Tenders. A Tender may be accepted at any time before the expiration of the three-month period.

1. ADDENDA

Addenda to this Invitation to Tender may be issued prior to the close of the Tender Period for the purpose of clarifying this Invitation to Tender or the Tender Documents or to effect modification in the design or Contract terms. Where Tenderers are in doubt as to the true meaning of any part of this Invitation to Tender they should notify the Principal and seek clarification prior to delivering their Tenders. Any interpretation of the Tender Documents will be made only by formal Addenda. The Principal is not responsible for any other interpretation.

Addenda will only be distributed to Tenderers who are registered for this Invitation to Tender with Tenders WA in accordance with the registration requirements detailed at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).

All Addenda issued become part of this Invitation to Tender and one signed copy of every page of each Addendum must be attached to the Tender.

1. TENDERERS TO INFORM THEMSELVES

Tenderers are required to and will be deemed to have:

1. examined carefully and to have acquired full knowledge of the contents of the Drawings, Specification, Tender Schedules, Schedule of Rates or Bill of Quantities as applicable, Conditions of Tendering, the General Conditions of Contract and the Special Conditions of Contract, Main Roads Standard Method of Measurement for Construction Works (see CT 13.16) and any other information made available in writing by the Principal to the Tenderers for the purpose of tendering;
2. examined all information relevant to the risks, contingencies and other circumstances having an effect on their Tender and which is obtainable by the making of reasonable inquiries;
3. examined the site and its surroundings; and
4. satisfied themselves as to the correctness and sufficiency of their Tender for the work and that their tender rates and prices cover the cost of complying with all their obligations under the Contract whether expressed or implied and of all matters and things necessary for the due and proper performance and completion of the Contract.

Failure to do all or any of the things deemed to have been done above will not affect the successful Tenderer's liability to perform and complete the obligations of the Contractor under the Contract.

**Failure to attend any mandatory pre-tender meeting will result in a Tender being ineligible for consideration.**

1. ADVICE TO TENDERERS

Tenders will be opened by Main Roads and an initial list of Tenderers together apparent prices on opening will be posted to Main Roads’ [website](https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/). The apparent order of Tenders, as posted on the [website](https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/), may be subject to change after conformance and arithmetic checks have been completed.

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

 Manager Corporate Procurement
 Main Roads Western Australia

 Don Aitken Centre **OR** PO Box 6202
 Waterloo Crescent EAST PERTH WA 6892
 EAST PERTH WA 6004

 Telephone 08 9323 5433

Grievances will be handled in accordance with Main Roads' Procurement Grievance Policy, a copy of which is available on Main Roads' website:

<https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/>

1. BUILDING & CONSTRUCTION INDUSTRY TRAINING LEVY

The Building and Construction Industry Training Levy, as required by the *Building and Construction Industry Training Fund and Levy Collection Act 1990* (WA), **is payable by the Principal and therefore must be excluded from the Tender Price**.

1. PRINCIPAL SUPPLIED ITEMS

NOTE: Where there are no Principal Supplied Items, retain the heading and replace the clause text with “Nil”. Also modify Form 1.

Details of Principal Supplied Items are listed in the attached **Form 1**.

1. COMPLETION OF TENDER
	1. Conformity of Tenders

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

* 1. Form of Tender

The Form of Tender in **Tender Schedule A** must be completed without alteration and signed by a principal of the Tenderer.

* 1. Collusive Tendering

Tenderers must submit the completed Statutory Declaration in **Tender Schedule B** with their Tender.

* 1. Contract Resource Plan

Tenderers must provide details of their proposed Contractor's Representative, Management Representatives, key supervisory staff, and key plant if applicable to be used in the Works (**Tender Schedule C**).

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

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

* 1. Other Project/Contract Commitments

Tenderers must include details of other projects/contracts which are likely to be managed at the same time as the Works and which may affect allocation of resources (**Tender Schedule D**).

* 1. Construction Program and Methodology

Tenderers must submit with their Tender their proposed detailed Construction Program showing the sequence of activities by which it is proposed to execute the Works **(Tender Schedule E, Part 1).**

Tenderer’s must also submit their proposed Construction Methodology that addresses the activities outlined in Tender Schedule E, Part 1.

* 1. Construction Staging and Traffic Management

Tenderers must provide their proposed Construction Staging and Traffic Management strategies for the Contract, that address the activities outlined in **Tender Schedule E, Part 2.**

* 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 and applies an imported content impost on imported items.

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

<https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022>

Regional purchasing preferences apply to the price component only, and come into effect as a notional deduction for Tender assessment purposes. The price 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 request.

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)**.

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 and type of Participation Plan required are:

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

If these thresholds are not met then the clause heading and substance should be amended to refer only to the Buy Local Policy.

The *Western Australian Jobs Act 2017* (WA) and the Western Australian Industry Participation Strategy (**WAIPS**) made under that Act 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 a participation plan which is based on and addresses all matters outlined in the WAIPS Participation Plan template, available for download from the WA Industry Link Portal as detailed at **Tender Schedule F Part 3**.

The Industry Link Advisory Service (ILAS) is part of the Industry Development division of the Department of Jobs, Tourism, Science and Innovation and is located at 11th Floor, 1 William Street, Perth, Western Australia 6000.

Tenderers may seek advice from ILAS on the preparation of a Participation Plan and on maximising the opportunities for local industry and workers.

More information on ILAS can be found at <https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/support-businesses#industry-link-advisory-service>.

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

Tenderers' attention is also drawn to SCC 54 of the Special Conditions of Contract.

* 1. Aboriginal Participation

Tenderers are to provide evidence of their approach and intent to participate with Aboriginal people and businesses by submitting an Aboriginal Participation Plan **(Tender Schedule G)**.

In addition to evaluating the Tenderer's response to Tender Schedule G, the Principal will apply price preferences to the value of Aboriginal engagement as described in **Tender Schedule G**.

Tenderers' attention is also drawn to SCC 53 of the Special Conditions of Contract with respect to the obligations of the successful Tenderer in meeting the employment and subcontracting targets set in their Aboriginal Participation Plan.

* 1. Other Required Information

Tenderers must submit details of other requirements as specified in **Tender Schedule H**.

* 1. Alternative Tenders and Qualifying Conditions

In addition to a Conforming Tender, a Tenderer may also submit one or more Alternative Tenders. An Alternative Tender may contain conditions or exceptions and the consequential price adjustments that differentiate the Alternative Tender from the Conforming Tender. All Tenderers must complete the first section of **Tender Schedule I**.

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 the opportunity to withdraw the conditions or exceptions contained in the Alternative Tender.

When a Tenderer elects to submit an Alternative Tender, it must be detailed in Tender Schedule I. Where more than one alternative is submitted, each must be clearly identified. Where conditions or exceptions are priced, the Tenderer must summarise these in Tender Schedule I, giving details of the consequential price adjustments associated with the conditions or exceptions that differentiate the Alternative Tender from the Conforming Tender, and the Alternative Tender price.

The Principal may (in its absolute discretion) consider on its merits, or not consider further, any Alternative Tender. Factors that the Principal may take into consideration in deciding not to further consider any Alternative Tender include (but are not limited to):

1. any time and resources likely to be required to complete a detailed assessment additional to that already contemplated by the Principal;
2. any factors that may result in major redesign or delay to the Project; and
3. any apparent failure to:
4. meet the Project budget;
5. meet Project commitments;
6. comply with Project approvals and other Project constraints such as land availability; and
7. achieve minimum acceptable standards for the Project which may include matters with respect to user safety, appearance, amenity of others, requirements of municipal, public or statutory authorities, ‘whole of life costs’ and commercial or reputational risk to the State Government.
	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](http://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. The Australian Government Building and Construction Industry Work Health and Safety Accreditation Scheme

NOTE: The WHS Accreditation Scheme applies to building work that is **indirectly** funded by the Australian Government and where:

* the value of the Australian Government contribution to the project is at least $6m and represents at least 50% of the total construction project value; or
* the Australian Government contribution to a project is $10m or more, irrespective of the proportion of Australian Government funding; and
* The head contract for building work is greater than $4m (GST inclusive).

Contact Budget & Programming Branch to determine if this contract satisfies the above criteria. If not applicable, remove text below and replace with “Not Applicable”.

The Australian Government is committed to improving Work Health and Safety outcomes in the building and construction industry. An important initiative to achieve this is the Australian Government Building and Construction Industry Work Health and Safety Accreditation Scheme (the **WHS Accreditation Scheme**). The WHS Accreditation Scheme is established by the *Federal Safety Commissioner Act 2022* and specified in the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019*.

Only persons who are accredited under the WHS Accreditation Scheme are able to contract for building work by Australian Government agencies.\*

The Scheme accreditation requirement applies to building work that is indirectly funded by the Australian Government where:

* The value of the Australian Government contribution to the project is at least $6 million and represents at least 50 per cent of the total construction project value; or
* The Australian Government contribution to a project is $10 million or more, irrespective of the proportion of Australian Government funding; and
* The head contract for building work is $4 million (GST inclusive) or more.

Building work is considered indirectly funded where it is funded by the Commonwealth (Australian Government) or a Commonwealth authority through grants and other programs. This includes building projects where the Australian Government provides money through a funding agreement or grants to a person, for example a state or territory government who then may contract with persons who will undertake the building work or persons who will arrange for the building work to be carried out.

Indirectly funded building work also includes building projects that the person, who receives Australian Government funding, facilitates by agreement (for example pre-commitment lease, Build Own Operate (BOO) and Build Own Operate Transfer (BOOT) arrangements).

If a project meets the above threshold amounts, the requirement that accredited builders carry out the building work only applies to contracts for building work that are valued at $4 million (GST inclusive) or more.

A Tenderer must be accredited under the WHS Accreditation Scheme when entering into contracts for building work as defined under section 6 of the *Federal Safety Commissioner Act 2022*. The accredited builder must maintain accreditation while the building work is being carried out.\*

A successful tenderer must comply with all conditions of Scheme accreditation and the National Construction Code performance requirements in relation to building materials.

\* Section 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders. Please refer to [this fact sheet](https://www.fsc.gov.au/sites/default/files/2020-08/Fact%20Sheet%20-%20Joint%20Venture%20Arrangements.pdf).

**Accredited Builders** must provide:

* An undertaking in writing, to take full responsibility for work Health and Safety for the duration of the Contract; and
* An undertaking in writing, that the building work will be carried out in accordance with its system for the duration of the Contract; and

**Each Builder** (accredited and non-accredited) must provide:

* An undertaking in writing, that it will carry out the building work in accordance with the accredited members Work Health and Safety Management System (WHSMS); and
* An undertaking in writing that it will participate fully in any audit of the accredited member’s WHSMS and the way in which it is implemented on site.

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

Department of Employment and Workplace Relations
Office of the Federal Safety Commissioner (OFSC)
Location Code: C15NC
GPO Box 9828
CANBERRA ACT 2601

Telephone: 1800 652 500
Email: ofsc@dewr.gov.au
Website: **Error! Hyperlink reference not valid.**<https://www.fsc.gov.au/contact>

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

* 1. Criminal Convictions
1. Subject to paragraph (b), Tenderers must submit details at **Tender Schedule M**, of any director, owner or key management personnel of the Tenderer who:
2. has a criminal conviction; or
3. is currently the subject of any charge pending before a court.
4. Tenderers need not disclose details of any conviction which is a “spent conviction” within the meaning of the *Spent Convictions Act 1988* (WA).
5. The Principal, acting reasonably, will consider the details submitted by the Tenderer at Tender Schedule M 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 in Tender Schedule M.
6. All information declared in Tender Schedule M 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 10.
7. Information provided in Tender Schedule M will not be included in any contract document arising from this Tender.
	1. Gender Equality in Procurement – WA Public Sector Pilot

This pilot supports the Western Australian Government’s Stronger Together: WA’s Plan for Gender Equality (Stronger Together). Stronger Together demonstrates the Western Australian Government’s commitment to advancing gender equality in Western Australia. Further information on the pilot and the business benefits of gender equality are available [here](http://www.communities.wa.gov.au/genderequalityinprocurement). For further information on Stronger Together contact Communities at women@communities.wa.gov.au or 1800 176 888.

Tenderers are required to complete and submit **Tender Schedule K** with their Tender as disclosure of information only. Information provided in Tender Schedule K will not be used for tender assessment purposes.

* 1. Schedule of Rates and Bill of Quantities

In addition to the requirements of CT 3, Tenders must also comply with and be based on the Main Roads Standard Method of Measurement for Construction Works. The Main Roads Standard Method of Measurement for Construction Works will be deemed to have been issued and constitute part of the Tender Documents and are available from:

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

Furthermore:

1. All rates must be expressed to two decimal places.
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 will apply and the amount will be adjusted accordingly.
5. Where there is a discrepancy between the rate and the associated amount entered in a Bill of Quantities, the amount will apply and the rate will be adjusted accordingly.
6. For Tenders submitted not marked as Alternative Tenders:
7. All items and quantities will 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.
8. Where an item has been removed the item will be reinserted into the respective Schedule of Rates or Bill of Quantities and the amount payable against that item will be zero.
9. Where a different quantity has been entered against an item in a Schedule of Rates, the different quantity will 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.
10. Where a different quantity has been entered against an item in a Bill of Quantities, the different quantity will 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.
11. 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.
12. 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.
13. Tenderers must also submit an electronic copy of the Schedule of Rates or Bill of Quantities in Microsoft Compatible Excel .xlsx or .xls file format and extensions. Zipped files are acceptable.
14. TENDER EVALUATION

The Tender evaluation process will be undertaken in a single stage. This will involve selection of the best value Tender that meets all Tender requirements, including those detailed in the Tender Schedules. Tender evaluation will proceed as outlined in this CT.

* 1. Evaluation Process

It is the Principal’s policy to only award contracts to organisations whose Tenders:

1. are assessed as compliant;
2. demonstrate financial capacity to complete the Contract requirements; and
3. offer the best value for money outcome for the State Government. In determining best value for money the Principal will apply any preferences applicable and consider other socio-economic impacts.

The Principal is not bound to accept the lowest or any Tender or any part of a Tender.

An Evaluation Panel comprising no less than three persons appointed by the Principal will evaluate the Tenders.

| **Name** | **Organisation** | **Title** |
| --- | --- | --- |
| <<Name>> (Chairperson) | Main Roads WA | <<Title>> |
| <<Name>> | Main Roads WA | <<Title>> |
| <<Name>> | Main Roads WA | <<Title>> |
| <<Name>> | Main Roads WA | <<Title>> |
| <<Name>> | Main Roads WA | <<Title>> |

**Table 1 Tender Evaluation Panel**

The evaluation will be substantially based on information supplied by Tenderers. Information supplied by a Tenderer may be confirmed by:

1. Reference to documented information held by the Principal relating to the Tenderer’s past performance in meeting contract obligations, including performance on recent contracts as evidenced in Prequalification Contractor Performance Reports (where available).
2. The Principal’s own enquiries into the information provided by the Tenderer including information provided in Tender Schedule F.
3. Following up financial and performance references supplied by the Tenderer.
4. Conducting Tenderer interviews and visits to company premises if required.
5. 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 an unsuccessful Tender. 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.

Step 1 – Compliance Assessment

Tenders will be assessed for compliance with the requirements of the Conditions of Tender and any Contract requirements, including responses provided in the Tender Schedules. Compliant Tenders accepted for further consideration will proceed to Step 2.

Step 2 – Unusually Low Bid Review

The Principal will review Tenders to determine whether it considers any may be an Unusually Low Bid. The review will examine aspects to demonstrate the Tenderer’s capability to perform the Contract for the offered price, including but not limited to:

1. economics of the method of construction proposed;
2. any technical solution offered; and
3. exceptionally favourable conditions available to the Tenderer and not others.

If the Principal does identify a Tender that it considers may be an Unusually Low Bid, the Tenderer will be issued with a question of clarification seeking information as to the capability of the Tenderer to perform the Contract for the offered price.

Where the Tenderer is unable to demonstrate to the satisfaction of the Principal, in its absolute discretion, the capability of the Tenderer to perform the Contract for the offered price, the Principal may reject the Tender and is under no obligation to undertake any further evaluation of that Tender. The Principal’s determination may be made at any time during the evaluation process and must be included in the assessment report.

Step 3 – Non-price Assessment

The non-price assessment component of the evaluation process is designed to take into account those aspects of the Tender that do not readily translate into absolute dollar values, including demonstrated capability to undertake the Works, evidence of sound construction practices, and a commitment to achieving significant social procurement outcomes.

The criteria on which Tenders will be assessed and the maximum weighted score for each criteria is outlined in **Table 2** below:

NOTE: The weightings for each criteria can be adjusted to suit the contract, providing the minimum weighting for each of WAIPS and Aboriginal Participation is 10%.

| **Item** | **Non-price Assessment Criteria and Sub-criteria** | **Weighting** |
| --- | --- | --- |
| **1** | **Capability and Construction Practices** |
| 1.1 | Contract Resource Plan | A score out of 10 will be assigned to Tenderers based on their response to Tender Schedule C. | 35% |
| 1.2 | Construction Program and Methodology | A score out of 10 will be assigned to Tenderers based on their response to Tender Schedule E, Part 1. | 30% |
| 2.2 | Construction Staging and Traffic Management | A score out of 10 will be assigned to Tenderers based on their response to Tender Schedule E, Part 2. | 15% |
| **2** | **Social Procurement Initiatives** |
| 2.1 | WAIPS | A score out of 10 will be assigned to Tenderers based on their response to Tender Schedule F, Part 3. | 10% |
| 2.2 | Aboriginal Participation | A score out of 10 will be assigned to Tenderers based on their response to Tender Schedule G, Part 1. | 10% |
|  | **Total** | 100% |

**Table 2 Non-Price Assessment Criteria, Sub-criteria and Weightings**

The Evaluation Panel will assign a score out of ten for each of the non-price assessment sub-criteria based on the scoring methodology in Table 3 below.

| **Scoring Methodology** |
| --- |
| **Score** | **Rating** | **Description** |
| 10 | Excellent / Substantial | Outstanding Tender in all aspects, well above the required standard.Exceeds specified performance and/or capability and the additional benefits add value.Offers the highest level of Aboriginal Participation and WAIPS.No weaknesses or deficiencies, excellent probability of success. |
| 9 |
| 8 | Very Good / Good | Meets or exceeds the required standard.The Tenderer demonstrates a very good understanding of requirements.Offers a high level of Aboriginal Participation and WAIPS.Minor weaknesses or deficiencies, good to very good probability of success. |
| 7 |
| 6 | Acceptable | Reasonable achievement of the required standard.The Tenderer demonstrates an acceptable understanding of requirements.Offers an acceptable level of Aboriginal Participation and WAIPS.No major weaknesses or deficiencies. |
| 5 | Minimal / Below Acceptable | Minimal achievement of the required standard, offers minimal to below acceptable benefits.The Tenderer demonstrates a low level of understanding of requirements.Some major weaknesses or deficiencies requiring further clarification.Low probability of success. |
| 4 |
| 3 | Low / Marginal | Failure to achieve the minimum standard.The response offers little to no benefit in relation to Aboriginal Participation and WAIPS.The assessment panel is not confident the Tenderer understands the requirements.Very low probability of success. |
| 2 |
| 1 |
| 0 | Unacceptable | The response does not contain sufficient information to make any assessment. |

**Table 3 Scoring Methodology**

All members of the Evaluation Panel will score each Tender. Differences in scores between panel members will be discussed and resolved by consensus. A spreadsheet model will be developed to gather and record agreed scores for each sub-criterion and to calculate a total based on the weightings. Tenderers will be ranked in accordance with their total scores, and the rankings will be used to determine the assessment panel’s final recommendation.

The Principal may (in its absolute discretion) exclude from further evaluation a Tender that does not achieve a minimum non-price assessment consensus score equivalent to or greater than 6 out of 10 for any one sub-criteria except WAIPS – a low WAIPS score does not preclude a Tenderer from further evaluation.

Step 4 – Comparative Price Assessment

The comparative price for each Tender will be calculated by applying any applicable price preferences or imposts in accordance with these Conditions of Tendering.

Step 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 State Government 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 any acceptance of any Tender or selection of a Preferred Tenderer, 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 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.

Step 6 – Financial Assessment

Tenders will be assessed to determine the Tenderer’s financial capacity to complete the Contract requirements. To assess financial capacity the Principal may require the Tenderer to provide up to date financial information, described in the Prequalification Application Form (available from <https://www.mainroads.wa.gov.au/technical-commercial/contracting-to-main-roads/>), together with any other information deemed necessary prior to Contract award.

* 1. Debriefing

Following issue of the Notice of Acceptance of Tender by the Principal to the successful Tenderer, each unsuccessful Tenderer will be given an opportunity to be debriefed on its Tender. The debriefing will take place at a mutually convenient time to be arranged at the request of the unsuccessful Tenderer.

1. RIGHT TO REJECT TENDERS

The Principal is not bound to accept the lowest Tender or any Tender or any part of a Tender.

1. NOTICES FROM PRINCIPAL

The Principal will serve two notices upon the successful Tenderer:

1. Notice of Acceptance of Tender
2. Notice giving Possession of Site

After the Notice of Acceptance of Tender has been issued, the Contractor, and if applicable the Contractor’s parent company or other Covenantor (refer CT 1), will be required to execute the Form of Agreement.

Although a contract will arise upon Acceptance of Tender as evidenced by a Notice of Acceptance of Tender issued by the Principal to the successful Tenderer, it is a fundamental condition of that contract that if a formal contract is not entered into within the time required by Clause 6.2 of the General Conditions of Contract, the Principal may take the work out of the hands of the Contractor or terminate the Contract (refer SCC 4B).

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. ANTI-DUMPING

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

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.

Replace the text below with “Not Used” if the contract is valued under the above amount.

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

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

**Policy Requirements**

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

1. meet the target training rate for the employment of construction Apprentices and Trainees, based on the combined Western Australian construction workforces of the head contractor and subcontractors working on the project; and
2. report to 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 *Priority Start Policy*.

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

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 that Act, and has fully complied with its obligations under it and the Code of Conduct for Registrants and Lobbyists.

1. ABSENCE OF OBLIGATION

No legal or other obligation concerning the performance of the Project will arise between any Tenderers and the Principal until the Contract has been entered in to and all necessary ministerial approvals and consents have been obtained.

The issue of this Invitation to Tender does not commit or otherwise oblige the Principal to proceed with any part or steps of the assessment process or procurement process.

The Principal is not obliged to select a Preferred Tenderer or successful Tenderer or to proceed with the Project. The decision to select a Preferred Tenderer or successful Tenderer is at the absolute discretion of the Principal.

The Principal and its officers, employees, consultants, contractors and agents will not be liable to Tenderers:

1. under or in any connection with this Invitation to Tender;
2. under or in any connection with any Tenders submitted by Tenderers;
3. under or in any connection with the Contract entered into with the successful Tenderer for the Project;
4. in tort including for negligence, negligent advice, negligent misrepresentation or withholding advice;
5. otherwise at law (including, to the extent it is possible to exclude statutory liability, by statute) and in equity generally, including for unjust enrichment; or
6. for any cost, loss, expense, damage or liability which occurs as a consequence of, or in any connection with:
7. a decision by the Principal not to select Tenderers as the Preferred Tenderer or successful Tenderer, not to select a Preferred Tenderer or successful Tenderer, not to consider or accept Tenders or not to proceed with the Project;
8. anything contained in or omitted from this Invitation to Tender, the Tender Documents or other documents referred to in this Invitation to Tender or any other information or documents provided or not provided and any reliance (reasonably or unreasonably) placed on that information or documents;
9. disclosure of a Tender or any part of it under a court order or as requested by Parliament or any committee of Parliament or as otherwise required by law; or
10. any Addenda.
11. CONFLICT OF INTEREST

Tenderers must notify the Principal promptly upon becoming aware of any conflict of interest arising or that is likely to arise in respect of the Tenderer, or the employees, agents, consultants, contractors or subcontractors of the successful Tenderer.

If the Principal determines that a conflict of interest has arisen, or is likely to arise, in respect of any particular Tenderer, or the employees, agents, consultants or contractors of the Tenderer, then the Tenderer must take whatever action is required by the Principal to resolve or manage that conflict of interest.

If the Tenderer is unable or unwilling to resolve or manage a conflict of interest to the reasonable satisfaction of the Principal, the Principal may exclude the Tenderer from the procurement process and reject the Tenderer’s Tender.

Without limiting the above:

1. if a consultant who has previously conducted work that may be relevant to the Project is engaged, or proposed to be engaged, by a Tenderer in relation to the Project, this work must be declared to the Principal by the Tenderer; and
2. if a Tenderer wishes to engage a consultant for the Project who is currently engaged by the Principal on another assignment, the Tenderer must advise the Principal.
3. CONFIDENTIALITY

Tenderers must recognise the confidential nature of the Tenders and undertake not to apply under the *Freedom of Information Act 1992* (WA) for information regarding other Tenders. Tenderers must also recognise that Tenders may be subject to the provisions of the *Freedom of Information Act 1992* (WA) and may be disclosed by the Principal under a court order or as requested by Parliament or any committee of Parliament or as otherwise required by law.

All Tenderers must maintain confidentiality with respect to their own Tenders, and must not seek details of other Tenderer’s Tenders.

Except where required by law, Tenderers must not disclose the contents of this Invitation to Tender or any other information provided in connection with it.

Tenderers must not make or authorise, and must procure an undertaking that its Related Bodies Corporate do not make or authorise, a press release or other public statement relating to the following without the prior written consent of the Principal:

1. the content of its Tender or any other Tender;
2. any information provided or made available by or on behalf of the Principal;
3. whether or not the Tenderer has ceased to participate in the procurement process; or
4. any decision of the Principal or any other communication between the Tenderer and the Principal relating to the procurement process.
5. COSTS BORNE BY THE TENDERER

All costs and expenses incurred by the Tenderer in preparing and submitting its Tender must be borne entirely by the Tenderer. This includes costs of any additional meetings or information requested by the Principal for whatever reason including after submission of the Tender.

1. JOINT AND SEVERAL LIABILITY

If the Tenderer comprises more than one organisation, each of the organisations comprising the Tenderer will be jointly and severally bound to comply with the obligations of the Tenderer arising from its Tender.

1. PRIVACY ACT COMPLIANCE

If any Personal Information (as defined in the *Privacy Act 1988* (Cth) (“Privacy Act")) is disclosed by any Tenderer to the Principal in connection with its Tender, each Tenderer warrants to the Principal that:

1. it has obtained the consent of each individual about which any Sensitive Information (as defined in the Privacy Act) is disclosed; and
2. it has ensured or will ensure, within the time required by the Privacy Act, that each individual about whom any Personal Information is disclosed has received a written statement setting out all of the matters required by Australian Privacy Principles 5.1 and 5.2:
3. in relation to disclosure of the Personal Information to the Principal or any adviser of the Principal requiring the information for the purposes set out in paragraph (ii); and
4. disclosing that the entities referred to in paragraph (i) will use the Personal Information for the purposes of reviewing and assessing the Tender.

The Tenderer must comply with the provisions of the Privacy Act (and all other laws, rules and regulations in Australia which relate to the privacy, protection, use or disclosure of Personal Information), in relation to any Personal Information disclosed by the Principal and any adviser of the Principal to the Tenderer.

# TENDER SCHEDULE A – FORM OF TENDER

Contract Number: [XXX/XX]

Contract Description: [insert Contract description]

To: The Commissioner of Main Roads Western Australia, Perth

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** and Daywork Rates and Prices or such other rates as may be ascertained in accordance with the General and Special Conditions of Contract.
2. As a fundamental condition of this Tender, we undertake to comply with the Australian Code of Tendering AS4120 – 1994.
3. If our Tender is accepted we will arrange provision of security as provided in the General Conditions of Contract in the amount set out in Annexure Part A of the proposed Form of Contract.
4. If our Tender is accepted the Tender, together with your written acceptance, will constitute a binding contract between us in accordance with their terms unless and until a formal Agreement is prepared and executed.
5. In consideration of the trouble and expense incurred by you in preparing the Invitation to Tender and in examining and considering this Tender, we agree that it cannot be withdrawn by us before the expiration of **three calendar months** from the date for close of the Tender Period and will remain binding upon us and may be accepted at any time before the expiration of that period.
6. We understand that you are not bound to accept the lowest Tender or any Tender you may receive.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Dated this |  |  |  |  |  |
|  | day |  | month |  | year |
|  |  |  |  |  |
| Signature |  | Print Name |  | in the capacity of |
| Duly authorised to sign Tenders for and on behalf of |  |
|  | COMPANY NAME – BLOCK LETTERS |
| ABN |  | ACN |  |
|  |
| Business Address of Company[[1]](#footnote-1) |
|  |
| Registered Address of Company |
| Witness: Signature |  | Print Name |  |
| Address of Witness |  |
| Occupation of Witness |  |

|  |
| --- |
| **Contact Details for the Tenderer** |
| Name |       |
| Position |       |
| Organisation name |       |
| Phone number |       |
| Email |       |

# TENDER SCHEDULE A – FORM OF TENDER

**(with parent company guarantee provisions)**

Contract Number: [XXX/XX]

Contract Description: [insert Contract description]

To: The Commissioner of Main Roads Western Australia, Perth

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** and Daywork Rates and Prices or such other rates as may be ascertained in accordance with the General and Special Conditions of Contract.
2. As a fundamental condition of this Tender, we undertake to comply with the Australian Code of Tendering AS4120 – 1994.
3. If our Tender is accepted we will arrange provision of security as provided in the General Conditions of Contract in the amount set out in Annexure Part A of the proposed Form of Contract.
4. If our Tender is accepted and the conditions of our prequalification require our parent company or other Covenantor to give an undertaking to provide a guarantee and indemnity, we will arrange execution of the Form of Agreement by our parent company or that Covenantor. We confirm no material change has occurred in that entity’s financial circumstances since the date of the last annual financial statements submitted to Main Roads. [*Tenderer to* a*mend and provide full details if this statement cannot be made*].
5. If our Tender is accepted the Tender, together with your written acceptance, will constitute a binding contract between us in accordance with their terms unless and until a formal Agreement is prepared and executed.
6. In consideration of the trouble and expense incurred by you in preparing the Invitation to Tender 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.
7. We understand that you are not bound to accept the lowest Tender or any Tender you may receive.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Dated this |  |  |  |  |  |
|  | day |  | month |  | year |
|  |  |  |  |  |
| Signature |  | Print Name |  | in the capacity of |
| Duly authorised to sign Tenders for and on behalf of |  |
|  | COMPANY NAME – BLOCK LETTERS |
| ABN |  | ACN |  |
|  |
| Business Address of Company[[2]](#footnote-2) |
|  |
| Registered Address of Company |
| Witness: Signature |  | Print Name |  |
| Address of Witness |  |
| Occupation of Witness |  |

|  |
| --- |
| **Contact Details for the Tenderer** |
| Name |       |
| Position |       |
| Organisation name |       |
| Phone number |       |
| Email |       |

# TENDER SCHEDULE B – COLLUSIVE TENDERING DECLARATION

***[The Tenderer must complete this Declaration]***

I ......................................................................................................................................................................., of ................................................................................................................................................... (occupation) sincerely declare, in respect of the Tender for the [insert Contract description] Project, Contract No. [XXX/XX] (“the Tender”) and any contract arising from the Tender, that:

1. I hold the position of .............................................................................. and am duly authorised by ...................................................................... (“the Tenderer”) to make this declaration on its behalf.
2. \* Neither the Tenderer nor any of its employees or agents has entered into any contract, arrangement or understanding to pay monies or provide any benefits to any trade association arising out of or in relation to any Contract resulting from the Tender except as stated herein and, apart from the normal amount (annual subscription, turnover or contact fee) imposed by that trade association.
3. \* The Tenderer has agreed to pay a special fee(s) of $ …….......... to the following trade association(s) ………………………………………………………………………………………………………………………... if it is successful in the Tender, for the purposes of ….…………………………………………………………

***[\*strike-out and initial whichever is inappropriate]***

1. Neither the Tenderer nor any of its employees or agents had any knowledge of the price or the approximate price range of any other Tenderer prior to submitting the Tender nor has the Tenderer or any of its employees or agents disclosed to any other Tenderer any information relating to the Tenderer's Tender price prior to the closing of Tenders.
2. The Tenderer submitted the Tender in good faith and has not deliberately set its Tender price above the Tender price of any other Tenderer.
3. As at the date of this declaration, the Tenderer intends to do the work set out in the Tender.
4. Neither the Tenderer nor any of its employees or agents has entered into any contract, arrangement or understanding having the result that, in the event that the Tenderer is successful in the Tender, it will pay to any unsuccessful Tenderer any monies or provide any benefits in respect of, or in relation to the Tender or any resulting contract.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005* (WA) at

|  |  |  |
| --- | --- | --- |
| *(insert place)*: |  | on |
| *(insert date)* |  | by |
|  |
| (SIGNATURE OF DECLARANT) |

in the presence of:

|  |  |
| --- | --- |
|  | (SIGNATURE OF WITNESS) |
|  | (NAME OF WITNESS) |
|  | (QUALIFICATION OF WITNESS) |

***[Note to Tenderers:***

1. ***If the Tenderer is unable to make one or more of the above statements, for example, it has information about another Tenderer’s Tender price, the statutory declaration must be amended accordingly and full details included.***
2. ***The Principal reserves the right to seek a further statutory declaration from the successful Tenderer’s representative immediately prior to contract award affirming the contents of this statutory declaration and confirming that the successful Tenderer at that time has no knowledge of the price or approximate price range submitted by the other Tenderers and has not colluded in any way with the other Tenderers. The Principal may require provision of this further statutory declaration as a pre-condition to contract award.]***

# TENDER SCHEDULE C – CONTRACT RESOURCE PLAN

The Tenderer must complete and submit the following details:

PROVIDE NAMES AND CVS OF THE PROPOSED PERSONNEL:

| **Position** | **Name of Nominated Personnel** | **CV Attached(enter YES)** |
| --- | --- | --- |
| Contractor’s Representative |  |  |
| Quality Management Representative |  |  |
| WHS Management Representative |  |  |
| Traffic Management Representative |  |  |
| Environmental Management Representative |  |  |
| NOTE: Enter position titles for other key supervisory personnel below and delete this row. |
|  |  |  |
|  |  |  |
|  |  |  |

PROVIDE DETAILS OF PROPOSED KEY PLANT AND EQUIPMENT:

| **Plant Type** | **Manufacturer** | **Date of Manufacture** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

PROVIDE DETAILS OF PROPOSED KEY SUBCONTRACTORS AND MAJOR SUPPLIERS:

|  |
| --- |
| Subcontractors for the following critical processes **must** have Third Party Certification for their Quality Management System to AS/NZS ISO 9001For the Manufacture and or Supply of: (Refer to Annexure 201E)NOTE: Modify the critical processes below to suit the contract and delete this note before finalising the Tender Document. |

| **Critical Process** | **Name of Proposed Subcontractor / Major Supplier** | **Third Party Certified to AS/NZS 9001** |
| --- | --- | --- |
| **YES** | **NO** |
| Aggregate |  |  |  |
| Asphalt |  |  |  |
| Asphalt Laying |  |  |  |
| Bitumen Products |  |  |  |
| Bitumen Stabilisation Limestone |  |  |  |
| Cement Stabilisation Pavements |  |  |  |
| Concrete |  |  |  |
| Culvert Pipes and Boxes |  |  |  |
| Electrical and Lighting |  |  |  |
| HCTCRB |  |  |  |
| Intelligent Transport Systems |  |  |  |
| Limestone |  |  |  |
| Pavement Markings |  |  |  |
| Prestressing / Tensioning |  |  |  |
| Rockbase |  |  |  |
| Sealing |  |  |  |
| Signs |  |  |  |
| Steel Fabrication |  |  |  |
| Steel Reinforcing |  |  |  |
| Traffic Control Signals |  |  |  |

PROVIDE THE FOLLOWING DUE DILIGENCE INFORMATION FOR THE PROPOSED SUBCONTRACTORS:

|  |
| --- |
| The Tenderer must provide the following details of subcontractor(s) to whom it is intended to subcontract any portion of the Works exceeding $1.5m (GST inclusive). |

| **Subcontractor’s Name** | **Subcontractor’s Address** | **Description of the Works to be Subcontracted** | **Estimated Value** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |
| --- |
| A financial due diligence check on each of these subcontractors must be conducted by the Tenderer and this Schedule signed to certify the subcontractor(s) have satisfied this check.Where it is not intended to subcontract any portion of the works exceeding $1.5m (GST inclusive) enter “No subcontracting exceeding $1.5m” into this Schedule and sign the declaration below.*I/We certify that a financial due diligence check has been carried out on the above subcontractor(s), and the subcontractor(s) has the financial capacity to complete the proposed subcontracted work.* |
|  |  |  |  |  |  |  |
|  | Signature of Tenderer |  | Name of Tenderer |  | Date |  |
|  |  |  |  |  |  |  |

***NOTE:*** *This sheet is for indicating minimum information required. Tenderers may present their information in their preferred format.*

# TENDER SCHEDULE D – OTHER PROJECT / CONTRACT COMMITMENTS

The Tenderer must provide the following details:

| **Project Description** | **Client** | **Contract Value $** | **Commencement Date** | **Anticipated Completion Date** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

***NOTE:*** *This sheet is for indicating minimum information required. Tenderers may present their information in their preferred format.*

# TENDER SCHEDULE E, PART 1 – CONSTRUCTION PROGRAM AND METHODOLOGY

CONSTRUCTION PROGRAM:

NOTE: Where specific items are required to be addressed in this section, include them in the table, for example:

* The Tenderer must state in the program the number of days allowed for delay due to wet weather.

Delete this instruction prior to printing.

The Tenderer must provide the following details:

|  |
| --- |
| The program must be based on the working hours, including all Public Holidays, specified in the Special Conditions of Contract and must include:* The dependencies between items of work as normally identified in Critical Path Analysis methods;
* The minimum duration of each work item;
* The critical path;
* All activity durations in number of days;
* An adequate description of each activity;
* A planned Date of Practical Completion that is the same as the Date for Practical Completion. A program that includes an earlier planned Date of Practical Completion may be submitted as an Alternative Tender;
* An allowance for expected seasonal and annual adverse conditions (refer GC 35.5 and SCC 21).

**The program must not include specific dates.** |

CONSTRUCTION METHODOLOGY:

NOTE: Where specific items are required to be addressed in this section, include them in the table, for example:

* Retaining wall construction techniques
* Concrete barrier and road widening

Delete this instruction prior to printing.

The Tenderer must prepare and submit their proposed Construction Methodology for the Contract. In particular, the Tenderer’s Construction Methodology must address the activities outlined below:

|  |
| --- |
| * Construction sequencing;
* Ability to meet timeframes including proposed equipment utilisation and resourcing;
* Proposed sourcing of materials and water;
* Proposed laydown area;
* Traffic and site access management;
* Proposed workforce travel or accommodation requirements.
 |

***NOTE:*** *This sheet is for indicating minimum information required. Tenderers may present their information in their preferred format.*

# TENDER SCHEDULE E, PART 2 – CONSTRUCTION STAGING AND TRAFFIC MANAGEMENT

CONSTRUCTION STAGING:

NOTE: Where specific items are required to be addressed in this section, include them in the table. Delete this instruction prior to printing.

The Tenderer must prepare and submit their proposed Construction Staging strategy for the Contract. In particular, the Tenderer’s Construction Staging strategy must address the activities outlined below:

|  |
| --- |
| * General construction planning and programming in line with the requirements of the Specifications;
* Allowance for lead times of materials or services;
* Provision for protection and/or relocation of services.
 |

TRAFFIC MANAGEMENT:

NOTE: Where specific items are required to be addressed in this section, include them in the table. Delete this instruction prior to printing.

The Tenderer must prepare and submit their proposed Traffic Management strategy for the Contract. In particular, the Tenderer’s Traffic Management strategy must address the activities outlined below:

|  |
| --- |
| * Time and length of road closures;
* Maintaining traffic flows;
* Maintaining access to businesses and private property;
* Management of construction traffic and its interface with the public;
* Mechanisms to be utilised to minimise the safety risks of the Tenderer’s workers (including traffic management personnel) from interactions with public traffic, including specific reference to how such mechanisms demonstrate that the Tenderer has considered higher level controls (e.g. engineering controls, isolation, substitution or elimination) from the industry standard hierarchy of controls.
 |

The Tenderer acknowledges that the information provided in its response does not alter the requirement for relevant approvals of the Traffic Management Plan to be obtained in accordance with the Contract.

***NOTE:*** *This sheet is for indicating minimum information required. Tenderers may present their information in their preferred format.*

# TENDER SCHEDULE F, PART 1 – REGIONAL BUSINESS AND CONTENT QUESTIONNAIRE

**INFORMATION TO BE SUPPLIED BY TENDERER**

NOTE: This questionnaire is **not required for contracts within the Perth Metropolitan area** (Zone 1 as defined by the Buy Local Policy). If the questionnaire is not required, delete the Schedule text and adjust the title to read “TENDER SCHEDULE F, PART 1 – NOT USED”.

The contract delivery point for this contract must be determined and inserted into the appropriate place in below.

The prescribed distance for this contract is to be calculated in kilometres (km) and inserted in the appropriate place in Tender Schedule F.

The Western Australian Government’s Buy Local Policy provides regional 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.

A regional price preference is a reduction that is calculated and applied to a Tender price for evaluation purposes only. There are two types of regional price preferences, regional business preference and regional content preference.

A regional price preference will not be applied to a compliant Tender where:

1. the contract point of delivery is in the Perth Metropolitan area; or
2. a compliant tender has been received from a business located in another State or Territory of Australia or in New Zealand (ANZ) which is being considered in the final analysis.

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 then the Tenderer’s claim for that preference may be considered invalid and the preference may not be applied to the Tender.

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

**For the purpose of applying Regional Business and Content Preferences:**

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

* The **contract point of delivery** for this contract is: **[insert contract point of delivery]**
* The **prescribed distance** for this contract is: **[200/400]km**

**APPLICATION FOR REGIONAL PRICE PREFERENCES TO BE COMPLETED BY ALL TENDERERS**

To be eligible for regional price preferences, businesses must be registered or licensed to carry out business in Western Australia.

**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.

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 Perth Metropolitan area), the Principal will, for evaluation purposes only, reduce the price of the bids from the regional businesses located within the prescribed distance 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 7 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 the majority of the contract outcomes from their permanent operational office (or offices) located within the prescribed distance. The office(s) must be resourced by at least one person who resides within the region.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **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. Is that business location resourced by at least one person who resides in the region?
 |  |  |  |
|  |  |  |  |
| 1. Does your business’ marketing (telephone directory listing, website) align with the business location?
 |  |  |  |
|  |  |  |  |
| 1. Has your business maintained and conducted similar business from this office for the 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 five questions above?
 |  |  |  |
|  |  |  |  |
| 1. The regional business preference is only available to eligible regional businesses that bid from their regional business location. Have you bid from your business location meeting the questions above?
 |  |  |  |
|  |  |

**REGIONAL CONTENT PREFERENCE**

In accordance with the Buy Local Policy a regional content preference is available to all Western Australian businesses, including businesses located in the Perth Metropolitan area 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.

Eligible costs may include:

1. the costs of goods, materials or services purchased from businesses located within the prescribed distance and used in the delivery of the contract outcomes;
2. internal business costs (for those businesses located within the prescribed distance) including labour costs or costs related to the external provision by suppliers or subcontractors within the prescribed distance;
3. travel, accommodation and meal costs associated with contractors working on a regional contract and all ongoing travel, accommodation and meal costs associated with the delivery of the contract outcome.

When comparing compliant bids received from Western Australian businesses, including from those businesses in the Perth Metropolitan area, where the contract point of delivery is 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 8 to 9** 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 point of delivery (excluding the Perth Metropolitan area)?
 |  |  |  |
|  |  |
| 1. If you have claimed an item below for FUEL and you are located outside the prescribed distance from the contract point of delivery, 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, unless the fuel is purchased from a business located within the prescribed distance from the contract point of delivery.)
 |  |  |  |
|  |  |

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 point of delivery (excluding the Perth Metropolitan area). Include the value of the goods and services (attach additional list if required).

**Note:**

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

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

# TENDER SCHEDULE F, PART 2 – IMPORTED CONTENT QUESTIONNAIRE

**INFORMATION TO BE SUPPLIED BY TENDERER**

In accordance with the Western Australian Government’s Buy Local Policy a 20% price impost is applied to the portion of a bid that comprises goods, service or items that the Tenderer is proposing to import into Australia directly from another country (excluding (New Zealand).

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.

**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. Where there is no imported content, Tenderers are required to state “Not Applicable”.

| **Price Schedule Item No.** | **Description of Goods/Services/Items** | **Country of Origin** | **Value (GST excl.)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total Cost of Imported Content $** |  |

# TENDER SCHEDULE F, PART 3 – WAIPS PARTICIPATION PLAN

**INFORMATION TO BE SUPPLIED BY TENDERER**

NOTE: Depending on the value of the contract, Tenderers may need to provide either a “core” or “full” Participation Plan.

* A **Core Participation Plan** is required for Regional works contracts between $500,000 and $5,000,000, and Metropolitan works contracts between $3,000,000 and $10,000,000
* A **Full Participation Plan** is required for Regional works contracts greater than $5,000,000 and Metropolitan works contracts greater than $10,000,000.

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

This schedule is to include the Tenderer’s [Core / Full] WAIPS Participation Plan. The Tenderer’s WAIPS Participation Plan must be in the form available for download from the WA Industry Link Portal <https://industrylink.wa.gov.au/participation-plans/participation-plans> and must be fully completed and signed. If an Alternative Tender in Schedule I includes different WAIPS Participation Plan content than in this schedule, separate details must be submitted for that Alternative Tender.

***[Note to Tenderers:***

***Industry Link Advisory Service (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://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/support-agencies#industry-link-advisory-service***](https://www.wa.gov.au/organisation/department-of-jobs-tourism-science-and-innovation/support-agencies#industry-link-advisory-service)

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

***The successful Tenderer’s WAIPS Participation Plan will be forwarded to ILAS following Contract award.]***

# TENDER SCHEDULE G, PART 1 – ABORIGINAL PARTICIPATION PLAN

The Tenderer must provide evidence of its approach and intent to participate with Aboriginal people and businesses by submitting an Aboriginal Participation Plan. Tenderers are to note the requirements of SCC 53 of the Special Conditions of Contract when completing the Aboriginal Participation Plan.

As a minimum the Aboriginal Participation Plan must include:

1. Purpose and Scope
2. Roles and Responsibilities
3. Number and details of Aboriginal Employment Opportunities
4. Number and details of Aboriginal Trainee Opportunities
5. Aboriginal Business Opportunities
* List of works for Aboriginal businesses
* Value of works for Aboriginal businesses
* Details of how Aboriginal businesses will be selected such that the benefit to Aboriginal people will be maximised, including the extent of Aboriginal people in key management roles within these businesses
1. Local and Regional Engagement
* Details of how the Tenderer will engage and seek to utilise:
	+ Local Aboriginal Persons and Regional Aboriginal Persons
	+ Aboriginal Businesses within the Defined Region
1. Implementation Planning
* Confirmation of Aboriginal Background
* Pre-Employment Training and Support
* Recruitment
* Employment
* On the job training and Support
* Subcontracting Strategy
* Stakeholder involvement
* Communication Process
* Cultural Sensitivity
* Risk and Opportunities
1. Measurement, Evaluation and Review
* Measurement, Evaluation and Review of Aboriginal Participation
* Remediation/Contingency Plan
* Documentation

In this Schedule G:

1. **Local Aboriginal Person** means an Aboriginal Person who is a member of a:
2. group determined to hold native title in accordance with an approved determination of native title; or
3. native title group in relation to a native title determination application that is entered on the Register of Native Title Claims in accordance with Part 7 of the *Native Title Act 1993* (Cth),

in relation to the area where the Works are to be undertaken.

1. **Defined Region** means the [insert region] region as defined in Schedule 1 of the *Regional Development Commissions Act 1993* (WA).
2. **Regional Aboriginal Person** means an Aboriginal Person who identifies as such and is accepted as such by an Aboriginal community living within the Defined Region, but excludes a Local Aboriginal Person.
3. Words and expressions used in this Schedule and defined in the *Native Title Act 1993* (Cth) including **approved determination of native title**, **native title**, **native title claim group**, **native title determination application** and **Register of Native Title Claims** have the same meaning as in that Act.

The Aboriginal Participation Plan submitted by the Tenderer and approved by the Principal will be included in the Contract.

NOTE: Insert in clause (ii) above, the relevant regional boundary with reference to the relevant local government district below. Delete this note before finalising the Tender.

* **Gascoyne region**: The local government districts of Carnarvon, Exmouth, Shark Bay and Upper Gascoyne.
* **Goldfields Esperance region**: The local government districts of Coolgardie, Dundas, Esperance, Kalgoorlie Boulder, Laverton, Leonora, Menzies, Ngaanyatjarraku, Ravensthorpe and Wiluna.
* **Great Southern region**: The local government districts of Albany (Town), Albany (Shire), Broomehill, Cranbrook, Denmark, Gnowangerup, Jerramungup, Katanning, Kent, Kojonup, Plantagenet, Tambellup and Woodanilling.
* **Kimberley region**: The local government districts of Broome, Derby West Kimberley, Halls Creek and Wyndham East Kimberley.
* **Mid-West region**: The local government districts of Carnamah, Chapman Valley, Coorow, Cue, Geraldton, Greenough, Irwin, Meekatharra, Mingenew, Morawa, Mt. Magnet, Mullewa, Murchison, Northampton, Perenjori, Sandstone, Three Springs and Yalgoo.
* **Peel region**: The local government districts of Boddington, Mandurah, Murray, Serpentine Jarrahdale and Waroona.
* **Pilbara region**: The local government districts of Ashburton, East Pilbara, Port Hedland and Roebourne.
* **South West region**: The local government districts of Augusta Margaret River, Boyup Brook, Bridgetown Greenbushes, Bunbury, Busselton, Capel, Collie, Dardanup, Donnybrook Balingup, Harvey, Manjimup and Nannup.
* **Wheatbelt region**: The local government districts of Beverley, Brookton, Bruce Rock, Chittering, Corrigin, Cuballing, Cunderdin, Dandaragan, Dalwallinu, Dowerin, Dumbleyung, Gingin, Goomalling, Kellerberrin, Kondinin, Koorda, Kulin, Lake Grace, Merredin, Moora, Mt. Marshall, Mukinbudin, Narembeen, Narrogin (Town), Narrogin (Shire), Northam (Town), Northam (Shire), Nungarin, Pingelly, Quairading, Tammin, Toodyay, Trayning, Victoria Plains, Wagin, Wandering, West Arthur, Westonia, Wickepin, Williams, Wongan Ballidu, Wyalkatchem, Yilgarn and York.]

# TENDER SCHEDULE G, PART 2 – ABORIGINAL PARTICIPATION PRICE PREFERENCES

The Principal provides price preferences to Tenderers committing to achieving Aboriginal Participation targets. The preference applies to employment of Aboriginal Persons and works undertaken by Aboriginal Businesses resulting from the delivery of the Contract.

When comparing compliant Tenders, the Principal will reduce the price of a Tender, for evaluation purposes only, by 20%, of the value of Total Work Hours to be provided by Aboriginal Persons and for the value of goods or services to be provided or works to be undertaken by Aboriginal Businesses. The price preference is calculated by the Principal and is capped to a total of $500,000.

The Principal reserves the right during the evaluation of the Tenders to request from a Tenderer evidence to the satisfaction of the Principal to verify the validity of that Tenderer’s claim for any price 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 then the Tenderer’s claim for that preference may be considered invalid and the preference may not be applied to that Tender.

Aboriginal Participation preferences apply to the price component only and are a notional deduction for evaluation purposes only.

To receive the Aboriginal Participation price preference and to ensure the preference is applied correctly where appropriate, Tenderer’s must complete the following questionnaires.

If Alternative Tenders are submitted separate questionnaires must be submitted for each Alternative Tender containing different Aboriginal Participation content.

Tenderers' attention is drawn to SCC 53 of the Special Conditions of Contract for definitions of Aboriginal Persons and Aboriginal Businesses.

Please note: This price preference will not be applied when compliant Tenders received from businesses located in Western Australia are being directly compared, in the final evaluation analysis, with compliant Tenders received from businesses located in other States or Territories of Australia or from New Zealand.

**QUESTIONNAIRE FOR ABORIGINAL PARTICIPATION PRICE PREFERENCE**

**Please note: This questionnaire focuses on fundamental term commitments regarding Aboriginal Participation for the Contract**

|  |
| --- |
| **PART 1 – ABORIGINAL PARTICIPATION PREFERENCE – PEOPLETO BE COMPLETED BY ALL TENDERERS** |
|  |  |  |  |
|  | What is the **dollar** value of **Total Work Hours** (defined in SCC 53 of the Special Conditions of Contract) intended to be worked by either direct employees or subcontractor employees (at any level)? |  | $ |
|  |  |  |  |
|  | What percentage of **Total Work Hours** is intended to be worked by **Aboriginal Persons** directly employed or subcontracted (at any level) to your business. Calculate percentage in accordance with clause SCC 53 of the Special Conditions of Contract. |  | % |
|  |  |  |  |
|  | List below the positions/roles to be filled by **Aboriginal Persons**, including proposed positions/roles, your business intends employing on the Contract which must align with commitments made in the Aboriginal Participation Plan (attach additional list if required).**Note:** Failure to list any positions and/or roles below may render your claim for an Aboriginal Participation Price Preference ineligible. |
|  |  |
|  | **Description of Position / Role of Aboriginal Persons** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

|  |
| --- |
| **PART 2 – ABORIGINAL PARTICIPATION PREFERENCE – BUSINESSTO BE COMPLETED BY ALL TENDERERS** |
|  |  |
|  | List below the goods or services or works to be provided in relation to works, including proposed subcontracting arrangements that your business intends to be supplied or undertaken by **Aboriginal Businesses.** Include the value of the goods, services or works (attach additional list if required).**Note:**1. Claims will only be considered for items which include a description of the goods/services/ works and the supplier’s/contractor’s name and address. It is not sufficient to use words such as “various” or “to be advised”.
2. Each type of good/service/work 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 Aboriginal Participation preference ineligible.
4. Tenderers are encouraged to include documentation to support the commitments made, for example evidence of a Memorandum of Understanding (MOU) or agreement (or similar) between the Tenderer and Aboriginal Businesses.
 |
|  |  |
|  | **Description of Goods/Services/ Works** | **Aboriginal Business Name** | **Street Address of Aboriginal Business (include Town/Suburb or Location)** | **Value(GST Excl.)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | **Total Cost of Aboriginal Business Participation $** |  |

# TENDER SCHEDULE H – OTHER REQUIRED INFORMATION

NOTE: If Schedule H is not required, replace the text of CT 13.10 with "Nil".

Amend the table below as required to suit the contract Specifications.

This relates to specific clauses of the Tender Documents or Specifications, which provide the Tenderer with supply options.

| **Description** | **Particulars to be Supplied by Tender** |
| --- | --- |
| **Clause 503.16.01 Technical Specification** | Source of Aggregate Supply |
| **Clauses 503.13 & 503.16.02 Technical Specification** | Brand of Adhesion Agent |
| **Clause 860.01 Technical Specification** | Details of Structures Bearings |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# TENDER SCHEDULE I – ALTERNATIVE TENDERS

|  |
| --- |
| NUMBER OF ALTERNATIVE TENDERS*(if none write NIL)* |

If the Tenderer elects to submit one or more Alternative Tenders, the Tenderer must provide in this schedule the details identified in CT 13.11 (see table below), and any amplifying information.

Where more than one Alternative Tender is submitted, each must be clearly identified and separately summarised.

| **Schedule Item** | **Alternative Price** | **Variation from Conforming Tender** |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Alternative Tender Price $** |  |

***NOTE:*** *This table indicates the preferred format for a summary. Tenders may submit any amplifying information in their preferred format.*

# TENDER SCHEDULE J – NOT USED

# TENDER SCHEDULE K – GENDER EQUALITY IN PROCUREMENT,WA PUBLIC SECTOR PILOT

|  |
| --- |
| The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by the launch of [Stronger Together: WA’s Plan for Gender Equality](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality). Further information on how to advance gender equality in your business/organisation is available [here](https://www.wa.gov.au/government/document-collections/gender-equality-procurement). |
| **(A) Complete this section if your** **business/organisation employs 100 or more people.** |
| 1. Does your business comply with the [Workplace Gender Equality Agency](https://www.wgea.gov.au/what-we-do/reporting#tendering-for-government-contracts) reporting requirements?
 |
| Yes [ ]  | No [ ]  |
| 1. A letter of compliance with the *Workplace Gender Equality Act* 2012 (Cth) is attached
 |
| Yes [ ]  | No [ ]  |
| **(B) Complete this section if your business/organisation employs fewer than 100 people.** |
| Does your business have any of the following policies/strategies in place to support workplace gender equality? |
| Audit of salaries/pay rates to identify any gender gaps | Yes [ ]  No [ ]  |
| Flexible work arrangements for all staff – e.g. flexi-hours, part-time, work from home | Yes [ ]  No [ ]  |
| Work practices to facilitate family or caring responsibilities e.g. meetings only held during school hours, designated parents’ room | Yes [ ]  No [ ]  |
| Paid parental leave for either parent when their child is born or adopted | Yes [ ]  No [ ]  |
| Program to prevent and respond to discrimination in the workplace | Yes [ ]  No [ ]  |
| Support for victims of sexual or gendered abuse and harassment in the workplace | Yes [ ]  No [ ]  |
| Consequences for perpetrators of sexual or gendered abuse and harassment in the workplace | Yes [ ]  No [ ]  |
| Paid family and domestic violence leave | Yes [ ]  No [ ]  |
| Counselling/support for staff who experience family and domestic violence | Yes [ ]  No [ ]  |

# TENDER SCHEDULE L – THE AUSTRALIAN GOVERNMENT BUILDING AND CONSTRUCTION INDUSTRY WORK HEALTH AND SAFETY 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 13.13.

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** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

Section 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019* 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 Section 26(g) of the *Building and Construction Industry (Improving Productivity) (Accreditation Scheme) Rules 2019*, 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** |
| --- | --- | --- |
|  |  |  |

# TENDER SCHEDULE M – DISCLOSURE OF CRIMINAL CONVICTIONS

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** | **Position Held in Company***(e.g. Director, Owner, Management Position)* | **Description / Type of Criminal Conviction(s) or Charge Pending** | **Date of Conviction** | **Penalty** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

# TENDER SCHEDULE N – NOT USED

FORM 1 – PRINCIPAL SUPPLIED ITEMS

NOTE: Where there are no Principal Supplied Items, retain the heading and replace the table and text below with “Nil”.

| **Item** | **Description** | **Value ($)** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **TOTAL VALUE ($)** |  |

FORM 2 – FORM OF AGREEMENT

This Agreement is made the …………………………………. of ………………….….………. BETWEEN the COMMISSIONER OF MAIN ROADS, a body corporate constituted pursuant to the provisions of the *Main Roads Act 1930* (WA) and having its office at Waterloo Crescent, East Perth in the State of Western Australia (“the Commissioner”) of the one part; and ................…………..………………………………………
………………………………………………………………………………………………………………..………….
of ………………………………………………………………………………………………………..…………….... (“the Contractor”) of the other part.

WHEREAS the Commissioner is desirous that certain works should be constructed namely:
………………………………………………………………………………………………………..………………….
….…………………………………………………………………………………………………..…………………....
and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works now the Parties agree as follows:

1. In this Agreement, words and expressions have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to in clause 2(e).
2. The following documents comprise or are deemed to comprise this Agreement and must be read in order of precedence as listed:
3. This Form of Agreement
4. Notice of Acceptance of Tender, including acceptable qualifications as demonstrated in correspondence between the Principal and the Contractor prior to acceptance
5. Special Conditions of Contract
6. AS 2124 – 1992 General Conditions of Contract, including Annexure Part A but excluding the Special Conditions in Annexure Part B
7. Specifications, including any contract specific amendments
8. Drawings
9. Main Roads Standard Method of Measurement for Construction Works, including any contract specific amendments
10. Priced Schedule of Rates/Bill of Quantities
11. The Contractor’s Tender Submission, excluding the Priced Schedule of Rates/Bill of Quantities
12. In consideration of the payments to be made by the Commissioner to the Contractor under the Contract, the Contractor covenants with the Commissioner to construct complete and maintain the Works in conformity in all respects with the provisions of the Contract and comply with all other obligations on its part contained in the Contract.
13. In consideration of the construction completion and maintenance of the Works by the Contractor, the Commissioner covenants to pay to the Contractor the final Contract Sum at the times and in the manner prescribed by the Contract and comply with all other obligations on its part contained in the Contract.

Executed by the Parties as a deed

|  |  |  |
| --- | --- | --- |
| The Common Seal of |  | } |
| was affixed by authority of the Directors and in the presence of: |
|  | Director |
|  | Director/Secretary |
| SIGNED by |  |  |  |
| as Managing Director of Main Roads |  | Signature of Managing Director |
| in the presence of: |  |  |
| Name of Witness |  |  |
| Signature of Witness |  |  |

FORM 2 – FORM OF AGREEMENT

(with Parent Company Declaration)

This Agreement is made the …………………………………. of ………………….….………. BETWEEN the COMMISSIONER OF MAIN ROADS, a body corporate constituted pursuant to the provisions of the *Main Roads Act 1930* (WA) and having its office at Waterloo Crescent, East Perth in the State of Western Australia (“the Commissioner”); and ………………………………………………………………………………….
of ……………………………………………………………………………………………………………………….... (“the Contractor”) and ………………………………………………………………………………………………….
of ……………………………….………………………………………………………………………………………… (“the Covenantor”).

WHEREAS the Commissioner is desirous that certain works should be constructed namely:
…………………………………………………………………………………………………………………………….
….………………………………………………………………………………………………………………………....
and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works now the Parties agree as follows:

1. In this Agreement, words and expressions have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to in clause 2(e).
2. The following documents comprise or are deemed to comprise this Agreement and must be read in order of precedence as listed:
3. This Form of Agreement
4. Notice of Acceptance of Tender, including acceptable qualifications as demonstrated in correspondence between the Principal and the Contractor prior to acceptance
5. Special Conditions of Contract
6. AS 2124 – 1992 General Conditions of Contract, including Annexure Part A but excluding the Special Conditions in Annexure Part B
7. Specifications, including any contract specific amendments
8. Drawings
9. Main Roads Standard Method of Measurement for Construction Works, including any contract specific amendments
10. Priced Schedule of Rates/Bill of Quantities
11. The Contractor’s Tender Submission, excluding the Priced Schedule of Rates/Bill of Quantities
12. In consideration of the payments to be made by the Commissioner to the Contractor under the Contract, the Contractor covenants with the Commissioner to construct complete and maintain the Works in conformity in all respects with the provisions of the Contract and comply with all other obligations on its part contained in the Contract.
13. In consideration of the construction completion and maintenance of the Works by the Contractor, the Commissioner covenants to pay to the Contractor the final Contract Sum at the times and in the manner prescribed by the Contract and comply with all other obligations on its part contained in the Contract.
14. In consideration of the Commissioner entering into this Agreement with the Contractor, the Covenantor has agreed to provide the covenants in Clause SCC 4A of the Special Conditions of Contract.

Executed by the Parties as a deed

|  |  |  |
| --- | --- | --- |
| The Common Seal of |  | } |
| was affixed by authority of the Directors and in the presence of: |
|  | Director |
|  | Director/Secretary |

|  |  |  |
| --- | --- | --- |
| The Common Seal of | *[insert Covenantor’s name]* | } |
| was affixed by authority of the Directors and in the presence of: |
|  | Director |
|  | Director/Secretary |

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED by |  |  |  |
| as Managing Director of Main Roads |  | Signature of Managing Director |
| in the presence of: |  |  |
| Name of Witness |  |  |
| Signature of Witness |  |  |

MAIN ROADS STANDARD METHOD OF MEASUREMENT FOR CONSTRUCTION WORKS

Tenderers are to be aware that the Main Roads Standard Method of Measurement for Construction Works (SMM) will be deemed to have been issued and constitute part of the Tender Documents and are available in PDF format from:

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

Main Roads SMM comprises the following sections:

* Principles for Preparing Schedules of Rates and Bills of Quantities
* Preambles to the Schedules of Rates and Bills of Quantities
* Units and Method of Measurement

Series 100 – General Requirements

Series 200 – Management Requirements

Series 300 – Earthworks

Series 400 – Drainage

Series 500 – Pavement and Surfacing

Series 600 – Traffic Facilities

Series 700 – Electrical and Lighting

Series 800 – Bridges and Major Structures

Series 900 – Miscellaneous

CONTRACT SPECIFIC ADDITIONS AND AMENDMENTS TO MAIN ROADS SMM

NOTE: Main Roads SMM Clause 1.5 of the Principles for Preparing Schedules of Rates and Bills of Quantities provides for the use of Contract Specific Preambles to describe any methods of measurement that are adopted in the preparation of Schedules of Rates or Bills of Quantities and that are not in accordance with SMM.

The following examples illustrate the method that can be used where items that are not currently included in SMM can be added by way of a Contract Specific Preamble. **The example text should be edited to suit the contract specific requirements.**

The completed document should be included before the Schedules of Rates/Bills of Quantities.

Calculations of Measurements rounding up requirements are dealt with in Clause 3 of the Preambles.

SERIES 100 – GENERAL MANAGEMENT REQUIREMENTS

101 DESCRIPTION OF WORKS

101.1 Classification of Items

After Contractor’s programs add:

* Media advertising

SERIES 400 – DRAINAGE

407 KERBING

407.1 Classification of Items

Add the following:

* Kerb ends

407.2 Units of Measurement

407.2.2 After kerb openings add; kerb ends

407.3 Method of Measurement

407.3.2 Delete paragraph and replace with:

Pedestrian ramps, kerb openings, kerb ends and driveway kerbs shall be measured as "Extra Over".

407.4 Rates and Prices to be Inclusive

407.4.2 Delete first sentence and replace with:

In accordance with the Preambles, paragraph 2 General Directions, the rates and prices for kerb openings and kerb ends shall be inclusive of:

Tenderers can obtain a copy of the “Schedules of Rates/Bills of Quantities” electronic format from:

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

CONTRACT NO. [XXX/XX]

SCHEDULE OF RATES / BILL OF QUANTITIES

CONTENTS

 Page

THIS PAGE – CONTENTS 1

SCHEDULE No. 1 – GENERAL ITEMS 2

SCHEDULE No. 2 – ROADWORKS 6

 SERIES 300 – EARTHWORKS 7

 SERIES 400 – DRAINAGE 10

 SERIES 500 – PAVEMENT & SURFACING 14

 SERIES 600 – TRAFFIC FACILITIES 17

 SERIES 700 – ELECTRICAL & LIGHTING 20

 SERIES 900 – MISCELLANEOUS 22

SCHEDULE No. 3 – PROVISIONAL SUMS 24

SCHEDULE No. 4 – DAYWORK 26

BILL No. 1 – BRIDGE No. [X] OVER [X] 28

 SERIES 800 – BRIDGE & MAJOR STRUCTURES 29

SUMMARY 39

1. *The tenderer's business address shown above will be deemed to be the bid address for the purpose of verifying Regional Business Preference claims made in Tender Schedule F Part 1. If the tenderer is an unincorporated joint venture, a single bid address must be provided in this Form of Tender.* [↑](#footnote-ref-1)
2. *The tenderer's business address shown above will be deemed to be the bid address for the purpose of verifying Regional Business Preference claims made in Tender Schedule F Part 1. If the tenderer is an unincorporated joint venture, a single bid address must be provided in this Form of Tender.* [↑](#footnote-ref-2)