



Request for Tender

Request for Tender:	<i>Supply and installation of modular accommodation units at Tambellup Caravan Park</i>
Deadline:	<i>4.00pm on 18 December 2025</i>
Address for Delivery:	<p><i>Submissions may be:</i></p> <ul style="list-style-type: none"> <i>• Hand-delivered in a sealed envelope clearly marked RFT 01/2025 – Tambellup Caravan Park Cabins to the Tender Box at the Shire of Broomehill-Tambellup, 46-48 Norrish Street, Tambellup WA 6320;</i> <i>• Mailed to the Chief Executive Officer, Shire of Broomehill-Tambellup, 46-48 Norrish Street, TAMBELLUP WA 6320; or</i> <i>• Emailed to tenders@shirebt.wa.gov.au (email tenders only accepted at this address).</i>
RFT Number:	<i>RFT 01/2025</i>

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1 Conditions of Tendering

1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the supply and installation of modular accommodation units at the Tambellup Caravan Park as specified in Part 2.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Broomehill-Tambellup.
Request OR RTF OR Request for Tender	This document.
Requirement:	The supply and installation of modular accommodation units at the Tambellup Caravan Park as requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Specification and/or plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer's Offer (*complete and return this part*).

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Part 6 – Contractor’s Work Health and Safety Management System Questionnaire
(complete and return this part).

Part 7 – Tenderer’s Safety Record (complete and return this part).

Part 8 – Project Reference Sheet (complete and return this part).

Part 9 – Tenderer’s Resources Schedule (complete and return this part).

Separate Documents

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

1.3 How to Prepare Your Tender

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) in all respects and include all Attachments (Parts 6-9);
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

1.4 Contact Persons

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

Name:	Pam Hull
Telephone:	08 9825 3555
Email:	projects@shirebt.wa.gov.au

1.5 Tender Briefing/Site Inspection

Tenderers are invited to attend a Site Inspection on **Wednesday 19 November 2025, at 1.00pm**. The location of the meeting is at the Tambellup Caravan Park, 11 Crowden St Tambellup. The Site Inspection will allow Tenderers the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person Pam Hull by email your attendance at this meeting no later than 3pm on **Monday 17 November 2025**.

Attendance at this meeting **is not** mandatory.

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1.6 Customs Duty

The Tenderer shall allow for any customs duty and primeage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

1.7 Site Allowances

This contract is not subject to adjustment for Site allowances.

1.8 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. **The Deadline for this request is 4.00pm Thursday, 18 December 2025.**

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at 46-48 Norrish Street Tambellup (by the Tenderer or the Tenderer's private agent) or sent via mail to the Chief Executive Officer, 46-48 Norrish Street TAMBELLUP WA 6320.

Digital electronic mail (email) Tenders will be accepted. Email tenders must be submitted to tenders@shirebt.wa.gov.au. Failure to submit an electronic mail tender to this email address will render the electronic mail tender invalid.

Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. No hard copy is required if a digital tender documents is submitted. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

Tenders will NOT be accepted by Facsimile.

1.9 Rejection of Tenders

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

1.10 Late Tenders

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

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will not be accepted for evaluation.

1.11 Acceptance of Tenders

The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.12 Disclosure of Contract Information

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

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

1.13 Tender Validity Period

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

1.14 Precedence of Documents

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

1.15 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".

Minor variations of Requirements prior to entry into a contract may be negotiated with the successful Tenderer in accordance with the *Local Government (Functions and General Regulations 1996* r.20(1).

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1.16 Tenderers to Inform Themselves

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.17 Alterations

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

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

1.18 Risk Assessment

The Principal may have access to and give consideration to:

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

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed

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Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

1.19 Evaluation Process

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

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

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

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

1.20 Selection Criteria

The Contract may be awarded to sole tenderer or a panel of Tenderer/s who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result

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in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1.21 Compliance Criteria

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

1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased. **Price has a weighting of 60%.**

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

1.23 Value Considerations

Functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer; and
- b) the pricing submitted by each Tenderer.

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal (eg the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

1.24 Price Basis

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

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

1.25 Ownership of Tenders

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

1.26 Canvassing of Officials

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

1.27 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.28 Costs of Tendering

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

1.29 Tender Opening

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 46-48 Norrish Street, Tambellup.

Part 1 READ AND KEEP THIS PART**1.30 Monetary Values**

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc.) are net values. They do not include Goods and Services Tax (GST).

1.31 In House Tenders

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

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2 Specification

2.1 Contract Requirements in Brief

The Principal is seeking tenders for the supply and installation of modular or prefabricated accommodation units at the Tambellup Caravan Park. One accommodation unit will be fully self-contained, with one bedroom and one bathroom. The second accommodation unit will be a single modular building comprising four separate bedrooms with ensuites.

A full scope of works, including site details, is outlined in Part 2.5 of this document, and specifications are outlined in Part 2.6.

2.2 Introduction

The Shire of Broomehill-Tambellup commenced development of Stage 1 of the Tambellup Caravan Park in 2025. Development to date has included site works, connection of services, completion of internal roads, site lighting, the installation of three one bedroom, one bathroom modular accommodation units, and construction of a stand-alone guest laundry/store. Perimeter fencing, paving of car parks to the existing three units and partial landscaping of the site will be completed by February 2026.

2.3 Background Information

The Tambellup Caravan Park is located on freehold land owned by the Shire of Broomehill-Tambellup.

The accommodation units are being developed to accommodate tourists and regional workers, including consultants and transient agricultural workers.

Power, water and sewer are connected at the site, with basic infrastructure in place to enable connection of the new accommodation units.

The Principal has allocated funding of \$430,000 for the provision of these accommodation units in the Tambellup Caravan Park.

2.4 Definitions

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

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

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Works or Services: Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

Superintendent: Shire of Broomehill-Tambellup

Superintendent's Representative: Karen Callaghan

2.5 Scope of Work

Supply and install, in consultation with the Principal, two modular accommodation units as specified, located on 11 (Lot 50) Crowden St Tambellup:

- **Accommodation Unit 1:** to comprise one (1) bedroom, one (1) bathroom, full kitchen, living/dining area, porch.
- **Accommodation Unit 2:** to comprise one building, of four (4) rooms, each to contain a bedroom and ensuite of shower, hand basin and toilet. Provision for a veranda along the length of the building should be included.
- **The following documents are provided:**
 1. Architectural plan
 2. Electrical Services plan
 3. Hydraulic Plan
 4. Geotechnical Report
 5. Site survey
- Buildings are to be designed and constructed to fit within specified footprints as per the Architectural plan provided (Attachment 1).
- Electrical services for the two accommodation units should be costed based on the Electrical Services plan provided (Attachment 2), noting that the scope may change when the Principal receives the as-constructed drawings from the completion of Stage 1 of the development. These will be provided in due course.
- The Supplier will ensure design compliance (Environmental Energy Rating, engineering), obtain building permits, and undertake earth works and site works as required, noting:
 - Planning approval for the development has previously been secured.
 - Soil testing of the site has been completed – please refer to the attached report.
 - A Bushfire Attack Level assessment is not required as the site sits outside BAL areas.

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- The Supplier will provide project management and site supervision, including transport and placement of the accommodation units on the site, connection to services and drainage. It is proposed to use existing power, water and sewer services located within the Tambellup Caravan Park.
- The accommodation units will be commissioned by the Supplier prior to Practical completion and handover to the Principal.

Design specifications and parameters are specified in Part 2.6.

2.6 Specific Requirements of the Contract

The proposed accommodation units will be required to comply with following specifications. Some elements may be optional, or negotiated, dependent on costs and design:

Site preparation and costs

The Supplier to provide:

- All local government Building Permits/approvals as required, including Occupancy Permit
- All utilities providers' approvals and connection fees
- Power, water and sewer connections to existing services
- Any excavation including rock removal

Stumps

- Appropriate stumps for the proposed accommodation units
- Design and certification by a suitably qualified Structural Engineer

Design Elements

- Internal and external LED lighting
- Passive solar orientation
- Treatment of front elevation and roof line to provide legibility
- Veranda to the length of Accommodation Unit 2

Exterior

- Steel framed modular or prefabricated construction with appropriate cladding such as colorbond sheeting
- Aluminium window frames
- Security screens and locks to all opening windows - must be able to be locked in open position
- Security screens and deadlocks to all external doors
- Painted CFC lined Eaves to all elevations

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- Front porch/entry
- All exterior painting
- Weather/vermin seal strips to all door openings

Roof

- Colorbond roof sheeting, metal fascias, gutters, cappings and flashings.
- Appropriate Colorbond downpipes, grates and access for maintenance
- Gable or skillion design
- 75mm anti-con Insulation

Interior

- 100mm Insulation
- 2.4m high ceilings
- Interior doors (all keyed alike)
- Robe to all bedrooms with hanging space and shelving
- Sliding doors to robes
- Ceiling fans in bedrooms, living areas
- All internal painting
- Appropriate window treatments or blinds, with sun block window treatments or blinds to living areas and bedrooms
- All floor coverings (vinyl plank or quality vinyl to all areas except wet areas as specified)
- 400 x 400 tiles to all wet areas, including shower and skirting tiles

Electrical

- LED light fittings internal and weatherproof external - metal construction
- Appropriate number of internal double GPOs
- Appropriate number of weatherproof double GPOs
- Light fittings or shades to all lights
- External sensor lights and LED flood lights to front and rear/side as appropriate. Lighting shall not project onto adjacent cabins or properties
- Smoke detectors wired into circuit
- Television point
- All power and light circuits to be protected by RCDs with safety switches installed in switchboard
- Exhaust fans to toilet and bathrooms

Part 3 READ AND KEEP THIS PART
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Plumbing

- All plumbing work must be carried out by a licensed plumber under the *Plumbers Licensing Act 1995*.
- Stormwater to be discharged to appropriate soak wells or offsite dependant on site conditions.
- Instantaneous electric hot water system
- All plumbing fixtures and fittings
- Hot and cold water services and waste connections

Kitchen

- Stainless steel electric 4-burner hot plate
- Stainless steel ducted range hood
- Built in electric oven
- Postform bench tops
- Glass splashback
- Sufficient storage space for utensils and equipment including fridge
- Soft close drawers
- Stainless steel sink and washing area
- Bin storage space
- Microwave space in cupboards
- Minimum 6 drawers
- Pot drawer

Tiling

- 400 x 400 tiles to all wet areas including showers, ensuite, bathroom etc. - tiles to be non-slip and easy to clean – grout to be sealed
- Tiling and grouting to be completed before cabinetry installed

Bathroom

- Postform bench tops
- Soft close doors and drawers
- Vanity basins
- Heat lamp / light
- Exhaust fan
- Framed mirror
- Chrome finish metal towel rails
- Hobless shower recess with suitable falls to prevent water ingress to floor

Part 3 READ AND KEEP THIS PART**W/Cs**

- Wall faced toilet suites
- Chrome finish metal roll holders
- Exhaust fans

Landscaping

- External taps

Miscellaneous

- All design and construction shall comply with the National Construction Code (BCA/NCC), and relevant Australian Standards.
- Certificate of Construction Compliance as per *Building Act 2011*
- Detailed Construction Programme (Gantt Chart) showing Practical Completion date
- All windows, doors, sliding doors, dead bolts and patio bolts shall be keyed alike and a minimum of three sets of keys will be provided
- Appropriately sized reverse cycle ducted or split system air-conditioner to living area and bedrooms
- 12 month defects liability period
- Lifetime structural warranty
- 6 Star Energy Rating Assessment and Certificate
- Appropriate Termite protection system
- Contingencies

2.7 Implementation Timetable

Practical Completion Date: 30 June 2026

Part 3 READ AND KEEP THIS PART

3 General Conditions of Contract

AS 4902:2000 General conditions of contract for design and construct

3.1 Insurances

The successful Tenderer is required to have the following current insurance policies in place and must supply a copy to the Principal prior to a contract being entered into

Public Liability minimum \$20 million.

Professional Indemnity minimum **\$1 million** covering design responsibility

Workers' Compensation or Personal Accident Insurance Cover minimum \$50 million

Product Liability will be required for relevant fixtures and fittings as required.

3.2 Period of Contract and Termination

The term of the contract will be completed on supply of the Requirements.

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4 Special Conditions of Contract

4.1 Definitions

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

Contract Schedule	Means an agreement between two parties that outlines when a particular product or service is to be delivered, including relevant milestones
Defects Liability Period	Means a set period of time after Practical Completion has been achieved, during which a contractor has the obligation to return to the site to remedy any defects.

4.2 Advertisements and Promotions on Site

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

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

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

4.3 Publicity

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

4.4 Documents Generally, Drawings and Specifications

4.4.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to two (2), such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

4.5 Environmental Protection

4.5.1 Noise Control

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

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

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

4.5.2 Site Control

The Contractor shall, at all times:

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

4.5.3 Soil Erosion

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

4.5.4 Protection of Vegetation

The contractor shall take all proper precautions to prevent any damage to all existing vegetation on site and will ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Shire of Broomehill-Tambellup.

4.5.5 Dust, Dirt, Water and Fumes

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

Part 4 READ AND KEEP THIS PART**4.5.6 Vehicles**

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

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

4.5.7 Refuse Disposal

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent, and will be removed from the site in accordance with 4.4.6 above.

4.5.8 Smoking on Construction Sites

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

In respect of construction Sites, smoking is prohibited:

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

Every effort will be made to ensure that cigarette butts are collected and disposed of appropriately

4.6 Contractor's Representative

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

4.7 Existing Improvements

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

4.8 Temporary Safety Fence

The Contractor shall provide a temporary fence as required by the *Work Health and Safety Act 2020* (the Act) and the *Work Health and Safety (General) Regulations 2022* (the Regulations) and in accordance with any amendments that may be made to the Act and the Regulations.

Part 4 READ AND KEEP THIS PART**4.9 Materials, Labour and Constructional Plan****4.9.1 Workmen's Amenities**

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Superintendent.

4.10 Materials and Work**4.10.1 Regulations**

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

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

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

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

4.10.2 Hazardous Chemicals and Safety Data Sheets

The Contractor shall ensure that all manufacturers, importers and suppliers of chemical substances or hazardous chemicals proposed for use in connection with the Works comply with the relevant duties under Sections 24 to 26 of the *Work Health and Safety Act 2020* and Part 7.1 of the *Work Health and Safety (General) Regulations 2022*.

The Contractor shall obtain and provide to the Principal current Safety Data Sheets (SDS) and any other relevant information for all hazardous chemicals prior to their delivery to site.

The Contractor shall ensure that all hazardous chemicals are used, handled, stored, and disposed of in accordance with the information provided in the SDS, relevant manufacturer's instructions, and any applicable statutory requirements.

Part 4 READ AND KEEP THIS PART**4.10.3 Trade Names**

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

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

4.10.4 Safety Management Plan

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

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

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

4.10.5 Induction Training

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

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

4.10.6 Pre-Job Planning

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

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

Part 4 READ AND KEEP THIS PART**4.10.7 Site and Public Security**

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

4.10.8 Occupied Sites

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the Superintendent regarding Health and Safety requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

4.10.9 Materials to be Supplied by the Principal

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

4.10.10 Services Installation

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

Part 4 READ AND KEEP THIS PART
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4.10.11 Working Hours

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

Construction site activities must comply with *Environmental Protection Act 1986* *Environmental (Noise) Regulations 1997*.

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

4.10.12 Schedule of Warranties

The Contractor shall provide a Schedule of Warranties and ensure that the Principal will have the benefit of all warranties specified in the Contract.

4.10.13 Brands of Material Schedules

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

4.10.14 Goods and Services Tax (GST)

For the purposes of this clause:

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

Part 4 READ AND KEEP THIS PART

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

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

4.11 Defects Liability

Upon determination that the Works have been satisfactorily completed, the Superintendent shall issue a Certificate of Practical Completion in relation to the work or works completed and the Defects Liability Period shall commence. During the Defects Liability Period, the Contractor shall, at its own expense and within a reasonable period, execute all necessary works including, but not limited to, repair, amendment, reconstruction, and rectification, resulting from omissions, faulty work or materials. If the Contractor fails to perform the necessary works within a reasonable period, the Superintendent may take action to complete the necessary works and shall be entitled to recover losses from the Contractor.

4.12 Variations

The Superintendent may require variations to the Works including but not limited to the form, quality and quantity of the Works (Variations). The Principal and Contractor shall agree over the valuation method of any Variations. If the parties fail to agree, the Superintendent shall make a value determination. The Contract Sum shall be amended accordingly. No Variation shall invalidate the Contract.

4.13 Payment Retention

The Principal may retain four percent (4%) of any amount due to the Contractor. During the Defects Liability Period, the Principal may retain two and one half percent (2.5%) of the Contract Sum. Interest shall not be payable on retained moneys. The monies shall be held until the Certificate of Completion is issued and any obligation under the Defects Liability Period is fulfilled.

4.14 Liquidated Damages

If the Contractor fails to achieve Practical Completion by the date specified in the Contract, the Contractor shall be liable to pay the Principal liquidated damages of \$500 per calendar day for each day (or part thereof) that the delay continues, unless an extension of time has been approved in writing by the Principal.

The daily rate may be determined by the Principal at its absolute discretion prior to Contract execution if not otherwise stated.

Part 4 READ AND KEEP THIS PART

Payment of liquidated damages does not release the Contractor from its obligation to complete the Works or from any other liability under the Contract.

Part 5 COMPLETE AND RETURN THIS PART
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5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Broomehill-Tambellup
46-48 Norrish Street
TAMBELLUP WA 6320

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

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT) 01/2025 Supply and installation of modular accommodation units at Tambellup Caravan Park

I/We agree that I am/We are bound by, and will comply with, this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

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

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

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

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

Part 5 COMPLETE AND RETURN THIS PART

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their building licence and registration details	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
e) Compliance with the Delivery Date.	Yes / No
f) Risk Assessment Tenderers must address the following information in an attachment and label it “ Risk Assessment ”: <ul style="list-style-type: none"> i) An outline of your organisational structure inclusive of any branches and number of personnel. ii) If companies are involved, attach their current ASC company extracts search including latest annual return. iii) Provide the organisation’s directors/company owners and any other positions held with other organisations. iv) Provide a summary of the number of years your organisation has been in business. v) Attach details of your referees. You should give examples of work provided for your referees where possible. vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal. 	Yes / No

Part 5 COMPLETE AND RETURN THIS PART

<p>vii) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</p> <p>viii) Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</p> <p>ix) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</p> <p>x) Are you presently able to pay all your debts in full as and when they fall due?</p> <p>xi) Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</p> <p>xii) In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</p>	Yes / No
<p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.</p>	

Part 5 COMPLETE AND RETURN THIS PART
5.2.2 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlined within a qualitative criterion.

A. Price Refer to section 5.3.1 of this document.	Weighting 60% Tick if provided <input type="checkbox"/>
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B. Construction Programme Respondents are to provide a construction Programme with a projected completion date of work elements. This should include considerations of contingencies for weather, and a date for Practical Completion.	Weighting 20% Tick if attached <input type="checkbox"/>
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C. Capacity Respondents must provide details of the resources that will be allocated to meet the requirements of this Contract which may include: <ul style="list-style-type: none"> • A brief history of the company addressing the period of time in business, the number of full time employees and the principal location of the business. • The structure of the business and details of the support team proposed for the Contract including the following details of key personnel; 	Weighting 10% Tick if attached <input type="checkbox"/>
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Part 5 COMPLETE AND RETURN THIS PART

<ul style="list-style-type: none"> ○ Qualifications; ○ Professional or business associations; ○ Length of service; ○ Industry experience – emphasis on similar requirements seeking details of the scope, person’s role, involvement and the outcome. Include details of issues that arose during the project and how these were managed. ○ Information about similar work carried out under Contracts for other government or private organisations; demonstrating competency and proven track record of achieving outcomes. ● An indication if additional staff will be employed if successful with this Offer. ● A current commitment schedule is to be provided that includes: <ul style="list-style-type: none"> ○ Project Name ○ Description ○ Client ○ Location ○ Project Value ○ Date Started ○ Works Remaining 	
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<p>D. Demonstrated Experience in Completing Similar Projects</p> <p>Respondents are to provide a description of similar work carried out under Contracts for other government or private organisations. The minimum information required is:</p> <ul style="list-style-type: none"> ● Scope of work and Outcomes; ● Period and dates of Contracts; ● Referee contacts for similar works - Minimum 3 including 	<p>Weighting</p> <p>10%</p> <p>Tick if attached</p> <p><input type="checkbox"/></p>
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Part 5 COMPLETE AND RETURN THIS PART

examples of work performed for those referees, and including project value and completion date. (Referees may be contacted during the evaluation of Offers).

5.3 Price Information

The Tenderer shall price all tasks in the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

Before completing the Price Schedule, Tenderers should ensure they have read this entire Request. If an alternative price schedule is proposed, clearly mark the schedule as an attachment

5.3.1 Price Schedule

ELEMENT	PRICE (INCL GST)
Design Fees	\$
Authority Approvals and Permits	\$
Construction	\$
Site Works and Preparation	\$
Delivery, installation, connection to services	\$
External finishes including veranda etc	\$
Construction Insurance (material damage, professional indemnity and public liability)	\$
Total Price	\$

Part 6 COMPLETE AND RETURN THIS PART

6 Contractor's Work Health and Safety Management System Questionnaire

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

Work Health and Safety (WSH) Policy and Management	Yes	No
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have a WSH Management System? If Yes, provide details: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is the WHS Management System audited or reviewed on a regular basis? If Yes, provide details of last audit and outcomes. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is there a company WHS Organisation Chart? If Yes, provide a copy	<input type="checkbox"/>	<input type="checkbox"/>

Part 6 COMPLETE AND RETURN THIS PART

Are Line Managers held accountable for Health and Safety performances? If Yes, provide details <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations? If Yes, provide a summary listing of procedures or instructions. <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
Are safe operating procedures or specific safety instructions issued to employees? If Yes, explain how this is done. <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have any Permit to Work systems? If Yes, provide a copy of a standard Incident Report form.	<input type="checkbox"/>	<input type="checkbox"/>
Which company personnel are responsible for investigating incidents? <hr/> <hr/> <hr/>		

Part 6 COMPLETE AND RETURN THIS PART

Do Incident Reports contain prevention recommendations?	<input type="checkbox"/>	<input type="checkbox"/>
Who is responsible for implementing remedial measures recommended? _____ _____ _____		
Are there procedures for storing and handling hazardous substances? If Yes, provide details. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Work Health and Safety		
Describe how Health and Safety Training is conducted in your company? _____ _____ _____		
Provide a summary or example of Health and Safety Training courses provided for, or undertaken by employees during the past 12 months. _____ _____ _____		

Part 6 COMPLETE AND RETURN THIS PART

Is a record maintained of all training and inductions programmes undertaken for employees in your company?

If Yes, provide examples of Safety Training records.

Provide details of any company safety induction programmes for company employees and or subcontractors.

Health and Safety Workplace Inspection	Yes	No
<p>Are regular Health and Safety Inspections at work Sites undertaken?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are standard workplace inspection checklists used to conduct Health and Safety Inspections?</p> <p>If Yes, provide details or examples.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Who normally completes workplace Health and Safety Inspections?</p> <hr/> <hr/>		

Part 6 COMPLETE AND RETURN THIS PART

How are workplace Health and Safety Inspection reports dealt with?

Is there a procedure by which employees can report hazards at workplaces?

☐
☐

If Yes, provide details

Health and Safety Consultation
Yes
No

Is there a workplace Safety Committee?

☐
☐

If Yes, provide details.

Are there guidelines on procedures governing the Safety Committee operation?

☐
☐

Are there employee elected Health and Safety Representatives?

☐
☐

If Yes, provide details.

Part 6 COMPLETE AND RETURN THIS PART

Health and Safety Performance Monitoring	Yes	No
<p>Is there a system for recording and analysing Safety Performance Statistics?</p> <p>If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is Safety Performance on the agenda of management meetings?</p> <p>If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is senior management involved in analysis of Safety Performance Statistics?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Has the company ever been convicted of a Work Health and Safety offence?</p> <p>If Yes, provide details.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>

Part 7 COMPLETE AND RETURN THIS PART
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7 Tenderer's Safety Record

Complete the following details and submit with your Tender labelled as “**Tenderer's Safety Record**”.

Project	Date of Accident/Notice	Accident or Infringement Notice	Reason	Time Lost

Complete the following details and submit with your Tender labelled as “**Project Reference Sheet**”, or submit a prepared project list as an attachment.

[illegible]

9.1 Tenderer's Current Commitment Schedule

9.1 Tenderer's Current Commitment Schedule

9.2 Tenderer's Human Resources Schedule

[illegible]