



Shire of  
**Pingelly**

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## SHIRE OF PINGELLY

### REQUEST FOR TENDER

<b>Request for Tender (RFT)</b>	Design and Construction of the East Pingelly Bush Fire Brigade Building
<b>Deadline</b>	12.00 Noon WST <b>Monday 04 December 2023</b>  RFT must be received no later than the deadline
<b>Address for Delivery:</b>	Emailed to:-  <a href="mailto:andrew.dover@pingelly.wa.gov.au">andrew.dover@pingelly.wa.gov.au</a>  Please title in the subject line:  <i>'Design and Construction of the East Pingelly Bush Fire Brigade Building – RFT03/2023'</i>
<b>Enquiries:</b>	All enquiries to: Requesting Officer Andrew Dover – CEO Telephone 08 9887 1066 Email: <a href="mailto:andrew.dover@pingelly.wa.gov.au">andrew.dover@pingelly.wa.gov.au</a>
<b>RFT Number:</b>	03/2023
<b>Date of Issue:</b>	16 November 2023

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## CONDITIONS OF TENDER

### 1.1 INTERPRETATION

Italicized text used in this *Request for Tender* are defined for this *Document* only. Defined words not italicized in the *Request for Tender* are to be taken as defined text. Immediate notification is to be made to the *Superintendent* for definition and clarification.

### 1.2 DEFINITIONS

**Attachments:** The *Documents* you attach as part of your tender.

**Basic Order:** Purchase Order

**Shire:** The *Shire of Pingelly* (SoP).

**Contract:** Legal binding agreement between the *Respondent* and the *Principal* for this *RFT*. The project *Contract* will consist of the successful *Respondent's RFT* submission including: appendices, referenced *Documents* herein, the *Conditions of Tender* and the terms and *Conditions of Contract*.

**Contract Date:** The date by which the Formal Instrument of Agreement is signed by both parties.

**Conditions of Contract:** Means these terms and *Conditions of Contract*.

**Deadline:** The *Deadline* for lodgement of the *Tender* stipulated on the front of this *RFT*.

**Document(s)/Documented/Documentation:** Technical product or products under use to illustrate and denote the *Requirements* in the *RFT*. The set of technical *Documents* provided as appendices of this *Document* and the associated referenced material.

**Offer:** The final submission to supply the *Requirements* in response to the *RFT*.

**Principal:** In this case *Shire of Pingelly* (SoP).

**Request for Tender (RFT):** This *Document*, including appendices. **Requirement/s:** The goods and/or services requested by the *Principal* in this *RFT*. **Respondent:** A person or corporation who submits an *Offer* to the *Principal*.

**Standard(s):** All current Australian / NZ *Standards* and referenced *Documents* in those Codes or Acts;

**Superintendent:** Is the person appointed by the *Principal* to administer the *Contract* terms and conditions. This person will be the contact for the *Principal* for *Works* required by this *Document*.

**Supplier:** Means the person or persons, corporation or corporations whose *Tender* is accepted by the *Principal*, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.

**Work(s):** The whole of the *Work* to be executed in accordance with the *Contract*, including variations provided for by the *Contract*, which by the *Contract* is to be handed over to the *Principal*.

### 1.3 INVITATION PROCESS

#### ***Respondent acceptance***

By submitting a *Tender*, the *Respondent*:

- (a) accepts these *Request for Tender* Conditions.
- (b) *Offers* to enter into a *Contract* with the *Principal* to provide the Goods, Services and Deliverables, and the *Principal* may accept the *Tender* during the *Offer* Validity Period.

#### ***Principal discretion***

The *Principal* may make any changes to the Invitation Process in its absolute discretion, by notifying the *Respondents*. Without limitation, the *Principal* may:

- (a) add or change *Requirements*;
- (b) amend dates including extend the Closing date and time;
- (c) consider or reject a *Tender* received after the Closing date and time;
- (d) accept non-Conforming *Offers*, alternative or innovative *Offers*, *Tenders* in part, or multiple *Tenders*;
- (e) reject any or all *Tenders*;
- (f) amend the evaluation criteria stipulated in the *Request for Tender*;
- (g) exercise discretion in evaluating any subjective evaluation criteria;
- (h) negotiate with one or more *Respondents* and allow any *Respondent* to vary its *Tender*;
- (i) interview, negotiate or hold discussions with any *Respondent* or prospective *Respondent* on any matter contained (or proposed to be contained) in a *Tender* to the exclusion of others;
- (j) request some or all *Respondents* to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (k) change the terms and conditions applicable to the Invitation Process, including terms of the proposed *Contract*; or
- (l) cancel the Invitation Process.

The *Respondent* will not make any claim in connection with a decision by the *Principal* to exercise or not to exercise any of its rights in relation to the Invitation Process.

### 1.4 NO RELIANCE ON INFORMATION

The *Respondent* is responsible for making its own investigation and assessment about all matters relevant to the *Request for Tender*, the *Requirements*, the accuracy of all information and *Documents* provided by or on behalf of the *Principal*, and all other matters relevant to the *Respondent's Tender*.

## 1.5 RESPONDENT COST

Participation in the Invitation Process is at the *Respondent's* cost. The *Principal* is not required to pay compensation to the *Respondent* in relation to the Invitation Process in any circumstances, for any reason.

## 1.6 SUBJECT TO CONTRACT

No *Contract* will be formed between the *Principal* and the *Respondent* unless and until the *Principal* accepts the *Respondent's Tender* in writing or both parties sign a *Contract Document*.

## 1.7 COMPLIANCE

The *Respondent* must:

- (a) direct all enquiries relating to the Request for Tender to the *Principal's* nominated contact person, and not discuss the Request for Tender with any other person except as required to prepare its Tender.
- (b) ensure that all information provided as part of its Tender is complete, accurate, current, and not misleading.
- (c) comply with all Laws.
- (d) keep confidential all confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the Request for Tender, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Request for Tender, or with the *Principal's* consent, or to the extent required by Law, or to its professional advisors.
- (e) if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the *Principal* with the privacy principles in the Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information and comply with all reasonable directions of the *Principal* relating to the Personal Information;
- (f) not make any public announcements or advertisement relating to the Invitation Process.
- (g) ensure that its Personnel also comply with these requirements.
- (h) ensure that all representations, warranties, declarations, statements, information and Documents ("information") made or provided by the *Respondent* in connection with the Invitation Process are complete, accurate, up-to-date and not misleading in any way. The *Respondent* must immediately tell the *Principal* if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## 1.8 ANTI-COMPETITIVE CONDUCT AND CONFLICT OF INTEREST

### Anti-competitive conduct

The *Respondent* warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the Invitation Process or any actual or potential *Contract* with any entity for goods and *Services* similar to the Goods and *Services*.

**Conflict of Interest**

The *Respondent* warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these *Request for Tender* Conditions or the proposed *Contract*, except as disclosed in the *Respondent's Tender*.

The *Respondent* warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the *Principal* and the *Respondent's* interests during the Invitation Process.

The *Respondent* warrants that it will immediately notify the *Principal* if any Conflict of Interest arises after lodgment of the *Respondent's Tender*.

**Warranties are ongoing**

The warranties in this section are provided as at the date of the *Respondent's* response to the *Request for Tender* and on an ongoing basis until the later of the *Principal* notifying the *Respondent* that its *Tender* has been rejected and expiry or termination of any *Contract* entered pursuant to the Invitation Process ("relevant period").

The *Respondent* warrants that it will immediately notify the *Principal* if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

**Breach of warranty**

In addition to any other remedies available to it under Law or *Contract*, the *Principal* may, in its absolute discretion (but is not required to), immediately disqualify a *Respondent* that it believes has breached any warranty in this clause.

## 1.9 RESPONDENT CONFIDENTIAL INFORMATION

The *Principal* will keep confidential all Confidential Information of the *Respondent* which it obtains as part of the Invitation Process.

The Principal may use Respondent Confidential Information for the purposes of the Invitation Process. The Principal may disclose Respondent Confidential Information:

- (a) to its Personnel for the purposes of the Invitation Process;
- (b) as required under the Freedom of Information Act;
- (c) as required by Law;
- (d) to a Minister, their advisors or Parliament;
- (e) to its professional advisors.

The *Principal* may publish information about the Invitation Process and any resulting *Contract* where required or recommended.

## 1.10 RESPONDENT RECORDS

### Custody

Custody arrangements between the Shire of Pingelly and the *Contractor(s)/agent(s)* for State records stored on and off site by the *Contractor* are specified in the *Contract/agreement* as follows:

- In accordance with the provisions of the State Records Act 2000, some records as reasonably created or collected by the *Contractor* in the course of undertaking this *Contract* that are not commercial in confidence, will be deemed a government-owned asset i.e. ownership and propriety interest of said documentation shall remain vested in the *Principal's* name in perpetuity. Refer to the Records Keeping Policy for definition of a record.

### Contract Completion

All arrangements regarding record custody, ownership, disposal and transfer upon the completion of the *Contract(s)/agreement(s)* are specified in the *Contract(s)/agreement(s)* as follows:

- The Contractor shall; at the Principal's request or on completion, expiry or termination of this Contract; provide and/or return to the Principal the following records; including but not limited to Contract variation documents, as constructed drawings, operating manuals and/or instructions, warranties, maintenance records and a detailed sub-Contractor listing that were created, received, stored and maintained during the course of this Contract.

## 1.11 EVALUATION PROCESS AND ACCEPTANCE OF TENDER

This is a Request for Tender (RFT). Your tender will be evaluated using information provided in your submission. The Principal is not bound to accept the lowest priced tender and may reject any or all tenders submitted.

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

- a) Submissions are checked for completeness and compliance. Submissions that do not contain all information requested (e.g. Completed Offer Form and Attachments) may be excluded from evaluation.
- b) Submissions are assessed against the Selection Criteria and tendered prices are evaluated.
- c) The most suitable Submissions may be short listed and those respondents may also be required to clarify their submission, make a presentation, and/or demonstrate the product/solution/services being offered. Referees may also be contacted prior to the selection of the successful bidder.

A Contract may then be awarded to the Respondent whose submission is considered the most advantageous to the Principal.

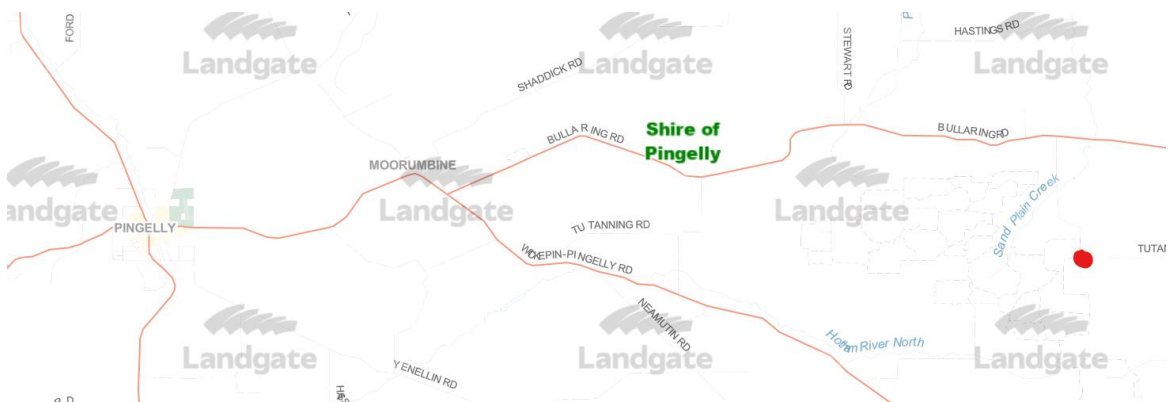


## SPECIFICATION

### 2.1 BACKGROUND

The Shire of Pingelly is seeking a suitable contractor to design and construct a bushfire brigade building at East Pingelly. The Site is on Tutanning Road, less than 130km east of Pingelly. The works require the design and construction of a fit for purpose building in accordance with the Scope and Plans at Appendix 1, contained in this document.

### 2.2 Location



### 2.3 SCOPE

The contract will be a fixed price AS4902 – 2000 Design and Construct contract as modified between the parties. The contractor will be expected to comply with the relevant National Construction Code requirements and provide Engineer Certification and all required approvals under the Building Act 2011 and any other relevant legislation.

The contractor will be required to provide site supervision and management, ensure compliance with the Shire's work health and safety policies and any requirements from Worksafe.

**Plans**

- A site plan (including landscaping, levels for drainage and access), floor plan and elevation plan are to be drafted by a suitable person and approved by the Principal prior to commencement of construction.
- Appendix 1- Plan modified to include exterior double doors to Meeting and Training Room; the building to be at a common level; and apron adjacent to the Vehicle Garage; 90,000l water tank; inbuilt fixtures and fittings; and other modifications as per these specifications.
- Off-grid electrical specifications.

**General & Standard Preliminaries**

- Contractor must ensure that all levels and dimensions are correct.
- The building may be either on-site built, or to be pre-fabricated and erected on the site on a concrete slab.
- Install chemical termite management system to under slab areas and perimeter of slab. Anit-termite sleeves to be installed to all services which penetrate the slab.
- 90,000l water tank (fitted with storz and camlock couplings), connected to guttering system with gutter guard.
- Suitable septic system, and associated pipework connected to water tank (above).
- Off grid solar power with battery backup and hardwired generator of appropriate sizes.
- Roof anchors for ongoing maintenance of the solar panels.
- Attractive, low maintenance cladding to garage and offices.
- Clear glazing to windows and doors.
- Security screens to windows.
- Powder coated windows frames throughout.
- Metal door frames internally.
- Conveniently located power points and suitable light fittings.

**Office Area - General**

- Suspended ceiling to the offices/training/kitchen/bathrooms to a minimum of 2800mm height.
- Gyprock internal walls.
- Protective metal corner beading to all internal walls
- Reverse cycle split system air conditioning to offices/training area.
- Ceramic tiles to floors in Bathrooms, Toilets, and Mask Cleaning/Laundry. High quality finish to all remaining internal areas.

**Vehicle Garage**

- Ceilings and roller doors to a minimum of 3600mm height.
- 2x motorized roller doors with remote controllers as per plan.
- Bench seating and hooks to Vehicle Garage storage wall as per plan.

**Kitchen**

- Roller door at server to meeting room.
- Kitchen cabinets with laminate benchtop.
- A minimum of a 1& ¾ bowl stainless steel sink with single drainer and chrome sink mixer tap.
- Ceramic tiled splash back.
- Dishwasher recess with cold water and power connections.
- Concealed water service point and double power point for a refrigerator.
- 60cm oven, ceramic or LPG cooktop and rangehood.

**Bathrooms / WC's**

- Privacy latches fitted to each WC
- Sealed exhaust fans in WC's.
- Instantaneous Gas hot water system.
- Mixer tapware range to select from for vanities.
- Ambulant compliant WC and handrails.

**Respirator Mask Cleaning Area/Laundry:-**

- Stainless steel triple sink with overhead shelving to DFES requirements
- Washing machine taps and double power points.

**Store Room**

- Electric roller door as per plan
- Access suitable for pallet delivery and storage.

**External Works**

- Gas connections and gas bottle cages.
- Fence of 50m length x 1800mm height of chain link standard or similar.
- A gravel access to from the roadway to front and rear aprons, car park areas and a fenced area of approximately 200m<sup>2</sup>.
- External access to generator in fenced area.
- Small verandah to each exterior pedestrian door.
- Exterior sun shutters/louvers to windows as required.
- 2m concrete walkway around the exterior of the office area.
- 2x compliant disabled bays.
- 180m<sup>2</sup> (or greater as required) concrete aprons
- Two external garden taps.

A site meeting can be arranged by appointment.

**RESPONDENT'S SUBMISSION****3.1 RESPONSE FORM**

Chief Executive Officer Shire of Pingelly

I/We (Registered Entity Name) \_\_\_\_\_  
(BLOCK LETTERS)

of \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail (if any): \_\_\_\_\_

**In response to Request for Tender RFT 03/2023 Design and Construction of the East Pingelly Bush Fire Brigade Building**

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 contained in this Request.

I/We declare that we have not colluded with any other *Respondents* in preparing its *Tender*.

I/We agree that the tendered price is valid for thirty (30) calendar days from the date of the *Tender* unless extended on mutual agreement between the *Principal* and the *Respondent* in writing.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signature of authorised signatory of *Respondent*: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Mobile No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorised signatory postal address: \_\_\_\_\_

### 3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, *Respondents* must note the following:

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

<p><b>(A) Relevant Experience</b></p> <p><i>Your response must detail the following:</i></p> <ul style="list-style-type: none"> <li>(a) Details of experience in design and construction contracts.</li> <li>(b) Demonstrate competency and proven track record of achieving outcomes.</li> <li>(c) Qualifications and professional memberships of key staff</li> <li>(d) Qualifications and professional memberships of any subcontractors</li> <li>(a) Contact details of at least 2 referees</li> </ul>	<p><b>Weighting: 50%</b></p>
<p><b>(B) Price</b></p> <ul style="list-style-type: none"> <li>(a) <i>Respondents</i> must complete the Schedule of Prices at 3.4.</li> </ul>	<p><b>Weighting: 50%</b></p>

### 3.3 COMPLIANCE CRITERIA

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

Description of Compliance Criteria	
a) Compliance with the conditions of responding to the Request for Tender outlined in <b>Part 1</b> of this document.	Yes / No
<p>b) Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it <b>‘Risk Assessment’</b>:</p> <p>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></p> <p>ii) <i>If companies are involved, attach the current ASC company extracts search including latest annual return or Annual Financial Report.</i></p> <p>iii) <i>Provide details of the organisation’s directors/company owners/ management committee or board members and any other positions held with other organisations.</i></p> <p>iv) <i>Provide a summary of the number of years your organisation has been in operation.</i></p> <p>v) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i></p> <p>vi) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and provide the names and addresses of beneficiaries.</i></p> <p>vii) <i>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.</i></p> <p>viii) <i>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.</i></p> <p>ix) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>x) <i>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.</i></p> <p>xi) <i>Are you a registered builder? Please provide paperwork with the tender.</i></p> <p>Are you able to supply suitable Certificates of Currency the above policies within 30 days of acceptance for Public Liability Insurance, Vehicle Insurance, Worker’s Compensation Insurance, and Building &amp; Construction Insurance?</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>

**3.4 PRICING SCHEDULE**

The project should be broken down and costed as logical components:

Component	Detail	\$ Annual cost excluding GST
Total Cost		

**\*All Prices shall be Exclusive of GST**

**RESPONDENT'S SIGNATURE:** .....

**Date:** .....

**WITNESS SIGNATURE:** .....

**Date:** .....





INDICATIVE METAL CLAD OPTION



