



Request for Tender

Request for Tender:	Cunderdin Shared Path Construction – Watts, Togo & Cubbine Street
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Deadline:	3pm, Thursday 16 th July 2026
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Address for Delivery:	Email to: tenders@cunderdin.wa.gov.au with subject line: RFT 07-25/26 Cunderdin Shared Paths or Hand delivered to: Shire of Cunderdin Administration Office RFT 07-25/26 Shared Paths 37 Lundy Ave CUNDERDIN WA 6407
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RFT Number:	RFT 07-25/26
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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 of Goods and Installation and Commissioning Works in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Cunderdin
Request OR RTF OR Request for Tender	This document.
Requirement:	The Supply of Goods and Installation and Commissioning Works 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*).

Part 6 – Attachment List (*read and keep 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 3) in all respects and include all Attachments;
- 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

Should Tenderers have any questions with respect to accessing Tender documents or submitting a Tender response please contact Liezl De Beer, Project Manager, on phone (08) 9635 2700 or via email liezl.debeer@cunderdin.wa.gov.au

All requests for technical and/or specification clarifications regarding this Request are to be **in writing** and must be submitted email.

The Principal will review each request for clarification and will respond by email, or alternatively by issuing an Addendum.

Tenderers should not rely on any information provided by any person other than the persons listed above.

1.5 Tender Briefing/Site Inspection

Attendance at a site inspection is **mandatory**.

Tenderers are recommended to attend a site inspection on Tuesday, 16 June 2026 at 11am. If due to unforeseen circumstances contractors are unable to attend this site inspection, an alternative inspection time can be organised by contacting the contact person.

The meeting point for the site inspection is at the Shire of Cunderdin Administration Office located on 37 Lundy Avenue, Cunderdin WA 6407.

A site inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person, Liezl De Beer, by email (Liezl.debeer@cunderdin.wa.gov.au) your attendance of the recommended site inspection.

Failure to attend a Site Inspection will render the Tenderer ineligible to Tender.

1.6 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is 3pm, Thursday 16 July 2026 (Western Australian time zone).

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 Shire of Cunderdin, 37 Lundy Avenue Cunderdin WA 6407 (by the Tenderer or the Tenderer's private agent); or
- c) Sent through email to the Chief Executive Officer tenders@cunderdin.wa.gov.au.

Tenders submitted by Facsimile will not be accepted.

Tenderers must ensure that they have provided two 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. 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.

1.7 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.

1.8 Late Tenders

Tenders received:

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

will not be accepted for evaluation.

1.9 Acceptance of Tenders

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.10 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.

1.11 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.

1.12 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.

1.13 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".

1.14 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 enquires;
- 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.

1.15 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.

1.16 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 that 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 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.

1.17 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, (e.g. 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.

1.18 Selection Criteria

The Contract may be awarded to a sole Tenderer 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 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.

1.19 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.

1.20 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.

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.

1.21 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	60%

1.22 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Cunderdin – Regional Price Preference as adopted by the Shire of Cunderdin (adopted 26 July 2023).

The Policy stipulates that: This preference enables businesses/contractors within the preference area to claim a price preference for their whole bid, regardless of the origin of the labour or materials, as all labour and materials are deemed to be regional content.

The following levels of preference are to be applied to whole of contract for all purchasing under this provision:

Reduction % to be applied to whole of purchase	Contract for	Maximum reduction value per purchase
10%	Goods or services	\$20,000
5%	Construction (incl. building and roadworks etc) services	\$30,000

To qualify as a local business/contractor, a supplier must meet the following conditions:

- i) A permanent business location in the preference region for at least six (6) months.
Local Government (Functions and General) Regulations 1996 states that the 6 months calculation is based on the period prior to when the tender closes.
- ii) Have permanent staff based in the preference region (preference area – geographical area of the Shire of Cunderdin and Tammin).
- iii) Management and delivery of the majority of the quotation / contract will be carried out from their business location in the preference region.

The price of the bids from the local businesses/contractors will be reduced / discounted for evaluation purposes only, by the percentage to the maximum value set out in this clause.

Refer to Appendix 6.1 for details on the Regional Price Preference Policy.

1.23 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).

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.

1.24 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.

1.25 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.

1.26 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 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.27 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.

1.28 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 advertised.

1.29 In House Tenders

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

2 Specification

2.1 Contract Requirements in Brief

This contract requires the construction of a shared paths along Watts Street, Togo Street & Cubbine Street in accordance with the Planning and Designing for Bike Riding in Western Australia (Shared and Separated Paths) guidelines. The work includes design compliance, material supply, construction, line marking, and testing to ensure safety, usability, and longevity. All works are to be completed by 28 February 2027.

A full statement of the goods/services required under the proposed contract appears in the Specification Part 2.5.

2.2 Introduction

The project involves the construction of high-quality shared path to enhance pedestrian and cyclist connectivity along Watts, Togo and Cubbine Street. These paths will improve local accessibility, promote active transport, and align with Western Australia's commitment to sustainable urban mobility.

The shared path will adhere to the Department of Transport's design standards, ensuring they are safe, comfortable, and suitable for diverse user groups. Construction will include path preparation, construction and line marking.

2.3 Background Information

Shared paths have been identified as a key component of Western Australia's active transport network. Preliminary studies indicate high demand for improved cyclist and pedestrian infrastructure in the project area. Watts Street, Togo Street and Cubbine Street were selected for this upgrade based on traffic volume, safety concerns, and community feedback. These paths form part of the Shire of Cunderdin's Pathways Plan which provides a network of safe, accessible, and attractive shared paths that promote walking, enhance community connectivity, and contribute to the overall well-being of residents and visitors in the Shire of Cunderdin.

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 or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;

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

2.5 Scope of Work

The scope of work includes:

- Construction of grey concrete shared paths, kerbing and drainage works along Watts Street as indicated on Shared Path Drawings: Site 1 – Watts Street (Drawing Number: 12553-C1-DG-0111). Watts Street Shared path is proposed between Cubbine Street and Togo Street intersections. Please note additional requirements on design drawings.
- Construction of grey concrete shared paths along Togo Street as indicated on Shared Path Drawings: Site 1 – Togo Street (Drawing Number: 12553-C1-DG-00109). Togo Street path is proposed between Great Eastern Highway and Yilgarn Avenue intersection.
- Construction of grey concrete shared paths and associated drainage works along Cubbine Street as indicated on Shared Path Drawings: Site 1 – Watts Street (Drawing Number: 12553-C1-DG-0114). Watts Street path is proposed between Watts Street intersection and connecting to existing path in front of Cunderdin DHS.
- Pathway constructions to adhere to Shared Path Drawings as indicated on Drawing Number 12553-C1-DG-0501.
- Compliance with the *Planning and Designing for Bike Riding in Western Australia* standards and local requirements (refer to Attachment 6.2).
- Preparation of the sites which includes clearing, grading, infill, levelling and ensuring compliance with safety and environmental standards.
- Tree removal and/or trimming where indicated or required (optional).
- Line marking.
- Road signage relocation or installation as indicated or required.
- Handrails were required or indicated.
- Pram and accessibility ramps where indicated.
- Drainage as required or indicated.

Further scope of works is detailed as below:

a) Plants, Equipment & Labour

The Contractor is responsible to provide all the required plant, materials, equipment and labour to complete the works. The Contractor shall utilise best practices for any part of work therein.

b) Services/Utilities

The Contractor is to ensure there is no damage done to any existing utilities within and close proximity to the work area. The Contractor is responsible to locate & protect any existing services which shall include but not limited to DBYD. The Contractor shall ensure to replace, raise or to lower the lids of chambers for existing services falling within the zone of new shared path. In no case are the lids of chambers to be dropped below or left raised above the final finished surface of new shared paths. Any cost associated with these should be included in prices. Contractors are required to inspect all sites to determine any such requirements.

c) Clearing And Disposal

The Contractor must incorporate in their pricing any cost associated with clearing of site and disposal of unwanted material. This shall include but not limited to loading/unloading, logistics, tip fees etc.

d) Program of Work and Stakeholder Engagement

The successful Contractor will liaise with Shire's Representative to program the works. The Contractor may work simultaneously at more than one site, conditionally if all the safety requisites have been met including signage, information to residents, traffic management (if required). The Contractor must inform the Shire at least one week in advance of such intentions to start more than one site at a time.

The Contractor will notify the Shire and neighbouring properties (impacted by works) of proposed dates for laying of concrete at least one week prior to works starting. Notification to neighbouring properties is essential where access to and from their driveways will be impacted.

The Contractor must ensure that weather is suitable for laying of fresh concrete alternatively protection shall be provided against any damages due to weather. Rectification/replacement to damaged concrete shared path by weather shall be the responsibility of the Contractor at their own risk and cost.

e) Water For Construction Use

The Contractor shall arrange water requirements for the construction purpose. If the Contractor intends to use Shire's standpipe, they can obtain an access card from the Administration Building and by paying the relevant fees.

f) Aftercare

The Contractor shall provide sufficient time for supervision and aftercare monitoring of the freshly laid concrete to ensure no damage or vandalism occurs prior to the concrete curing. The Contractor shall ensure cones, tapes, barriers, signs etc. are placed for the protection of the new shared paths from moving vehicles and pedestrians.

g) Filling Around Shared Paths and Joints

The rates shall be inclusive of gravel back filling and compaction (1m wide min.) around the new shared path to tie in with natural surface (and level) and crossovers. Material is to be fit for purpose and free of stone, debris, pebbles etc.

Jointing of the new shared path with existing driveways is also included in scope and any associated costs shall be covered in rates.

h) Ramps

Concrete ramps shall be constructed as per specifications and standard drawing on all terminal points of the new shared path joining with the roads, as well as identified during Tender Site Inspection. Cost of ramps shall be included in the quoted rates.

i) Final Inspection and Payment

The Contractor must inform the Shire's representative after completion of any part or full length of completed path for final walk through and inspection. The Contractor's payment for completed works will only be processed once Shire's Representative has approved the completed works.

j) Practical Completion and Handover Meeting

The Contractor shall arrange and attend a site meeting with the Superintendent and other representatives of the Superintendent upon completion of each portion of the Works under the Contract. At the meeting the Contractor shall handover responsibility for the pathway and other assets to the Superintendent. The meeting shall be deemed the Practical Completion date for that portion of Works under the Contract Documents.

The Contractor shall be responsible for the management and condition of the assets and the road until handover to the Superintendent including but not limited to the insurance of

the works and all traffic and safety control measures and customer service functions.

The Contractor is responsible for the reinstatement of any portion of the Works under the Contract damaged prior to handover.

k) Construction requirements

- Path width: 2.5m (Togo Street) – path between Great Eastern Highway and Yilgarn Avenue intersections. Where necessary reduce width to 2m minimum. Refer to design for path start and finish locations.
- Path width: 2m (Watts Street) – path between Cubbine and Togo intersections. Where necessary reduce width to 1.8m minimum. Refer to design for path start and finish locations.
- Path width: 2.5m (Cubbine Street) – path to link up with current path in front of Cunderdin DHS & Watts Street intersection. Where necessary reduce width to 2m minimum. Refer to design for path start and finish locations.
- Path concrete colour: grey
- Install 10-12mm expansion material around all service pits and lids which fall within paths.
- Expansion joints every 5m.
- Contraction joints every 2.5m.
- Finished broomed to non-skid finish typical.
- Provide steel trowel finished to both lateral and long edges typ. 50mm width minimum.
- All lip heights to be minimised to no greater than 2mm.
- Semi-mountable kerbs as indicated on drawings.
- Mountable kerbs as indicated on drawings.
- Culvert crossings and handrails as indicated on drawings.
- Reduction in width shall only be provided in locations where unavoidable (approval required). Refer to the design drawings regarding path width.
- Any path alignments passing through gravel or bitumen driveways shall be reinforced with SL72 mesh.
- All works associated with shared path crossing over the water pipeline as indicated on drawings. This includes installing of new headwalls, extending existing pipes, new earthwork batters, earth fill shoulder and rock protection.

l) Formwork

Formwork shall be suited to the work required. The Contractor shall be responsible for ensuring suitable and adequate formwork is provided to produce the required results. Formwork shall be removed from site within 48 hours of pouring concrete.

m) Edging

All edges shall be finished with a proper edging tool. No ridges of concrete are to be left after the use of the grooving, jointing or edging tools.

n) Reticulation

Where required the Contractor shall locate and modify existing reticulation systems. This includes liaising with residents, excavating and relocating existing pipework, relocating sprinklers, repairing any damage and testing the system. This applies to all reticulation systems regardless of size and material types up to two (2) metres from the shared path. Modification shall be with identical or better reticulation components.

The Contractor is responsible to repair all reticulation systems damaged by the Contractor as part of the Works under the Contract at cost to the Contractor.

Reticulation systems shall be reinstated within twenty-four (24) hours of removal or damage.

o) Kerbside Crossovers and Aprons

Kerbside crossovers and aprons shall be constructed as a continuous and integral part of kerbside shared paths. Aprons shall be constructed in accordance the principal's instruction. The remainder of the crossover shall be constructed to the width of the path.

Some of the older style wings do not meet current standards and need to be removed.

These wings are stepped or with steep inclines. Any damaged wings, aprons or crossovers shall be removed and replaced.

The replaced area of crossovers can be tied in with the new shared path with prior approval from the superintendent.

p) Reinstatement

Reinstatement of paved and grassed areas and reticulation systems shall be completed within three (3) working days of the completion of the newly constructed shared path or as directed by the Principal.

Failure to complete reinstatements to the required standard and timeframe shall constitute a serious breach of the Contract and the Principal shall have the right to withhold payment for the Works until the reinstatement is completed to the satisfaction of the Principal.

Repeated departures from the abovementioned services standards shall give cause for the Principal to cancel or suspend the Contractor from performing the Works under the Contract.

q) Concrete and Brick-paving

Reinstate all concrete and brick paved surfaces to the pre-existing condition.

r) Asphalt and Bitumen

Reinstatements to existing asphalt and bitumen crossovers shall be conducted by the Principal. Where a new path is proposed through an existing bitumen or asphalt crossover the crossover shall be saw cut 300mm offset from the new path edge, either side of the path or as required. The area removed shall be filled with road-base, as direct by the Principal, to enable vehicular and pedestrian access to the property.

s) Root guard

Where deemed necessary by the contractor or identified by the Shire Representative, the contractor shall install a root barrier prior to the construction of the shared path. The root barrier must be made of durable, impermeable material, such as high-density polyethylene (HDPE) or an equivalent product specifically designed for root control. It shall be installed to a minimum depth as identified by the manufacturer or as directed by the Shire Representative, extending the full length of the area where root intrusion is anticipated. Proper placement techniques must be used to ensure the barrier effectively redirects root growth downward, preventing lateral intrusion into the shared path area. Installation will be subject to inspection and approval by the Shire Representative prior to backfilling and the continuation of shared path construction. All costs associated with the supply, installation, and inspection of the root barrier are to be included in the contractor's overall project pricing.

t) Line Marking and Signage

At minimum the line marking required for shared paths will include hazard markings, markings to indicate the beginning and end of the path with the shared path pavement marking, and the same shared path markings to be included at approximately 200m intervals along the path, unless otherwise indicated on drawings.

The markings must use approved materials with high visibility and durability, such as thermoplastic or equivalent, suitable for long-term outdoor use. All line marking shall be applied to the specified dimensions, colours, and patterns as outlined by MRWA standards. The contractor shall coordinate with the Shire Representative to confirm specific marking layouts and obtain approval prior to application. All costs associated with the supply, preparation, and application of line marking shall be included in the contractor's pricing.

The Contractor shall allow in its tendered price for the relocation, removal, adjustment, protection and reinstatement of any existing signage (including road signs, posts, footings and associated line marking) required as a result of the Shared Path works, and no separate payment will be made for such works. Prior to reinstatement, the Contractor shall confirm the proposed sign location and orientation with the Principal's Representative and obtain approval. All relocated or new signage shall comply with *Planning and Designing for Bike Riding in Western Australia – Shared and Separated Path Guideline* and all other relevant standards and authority requirements, with any damage or necessary upgrades to be rectified at the Contractor's cost.

u) Handrails

Handrails (safety barriers) are to be supplied and installed by the Contractor where directed by the Principal. The handrails shall be constructed and installed in accordance per manufacturer's instructions.

v) Tree Removal (optional Tender item)

The contractor shall be responsible for the removal of designated trees located in path footprint in preparation for the construction of new paths. Trees identified for removal must be confirmed with the Shire Representative prior to commencement of work to ensure compliance with environmental and planning requirements.

Tree removal shall include the felling of trees, removal of stumps, and disposal of all associated materials, such as branches, roots, and debris. All waste shall be transported and disposed of at the Shire's designated waste facility, located just outside Cunderdin, with disposal arrangements coordinated through the Shire's Works Manager.

The contractor must employ appropriate methods and equipment to ensure safe and efficient tree removal, minimising disruption to surrounding areas and avoiding damage to existing infrastructure, vegetation, and utilities. Care must be taken to protect any trees or vegetation not marked for removal. The contractor shall ensure the site is left clean and safe after tree removal.

All costs associated with tree removal, stump grinding, transportation, and disposal shall be included in the contractor's pricing for the project.

w) Coordination with Other Contractors

The Tenderer shall be required to coordinate and cooperate fully with other contractors and service providers who may be undertaking concurrent works on the same site. While the Principal will make every reasonable effort to schedule works to avoid disruption to the Tenderer's program, it must be acknowledged that unforeseen circumstances may necessitate the presence of additional contractors during the contract period. The successful Tenderer must allow for flexibility in programming, access, and working arrangements to accommodate such situations. The Principal reserves the right to sequence and coordinate works as necessary to ensure overall project efficiency.

2.6 Specific Requirements of the Contract

a) Reporting Requirements

- Weekly progress reports and inspections.
- Incident reports (if applicable).
- Variation requests (if applicable).

b) Contract Management Details

- Contractor to complete online OSH induction training, with certificate to be forwarded to Principal. Contractor to supply all insurance, licences and tickets (as applicable) prior to start of works.
- Contractor to liaise with the Principal's Representative and provide updates as required.
- The Principal reserves the right to conduct random inspections during construction.

c) Testing

- Load-bearing and durability testing of completed paths upon Principle request.
- Inspection of line markings.

2.7 Implementation Timetable

Tenderers are required to submit a detailed implementation timetable, broken down by major project components, including but not limited to:

- Start date and mobilisation
- Site preparation and groundworks
- Construction of path
- Practical completion and handover

The schedule must clearly identify milestones, critical path items, and proposed completion dates, along with any risks related to long-lead items or delivery delays.

The Principal's preferred timeframe for works for Watts Street are between August 2026 and December 2026, with latest completion date as 28 February 2027. Togo and Cubbine Street shared path's preferred timeframe for works are between September 2026 and February 2027. Alternative timelines may be accepted if they are realistic, achievable, and clearly justified.

3 General Conditions of Contract

This Contract shall be deemed to have incorporated AS 4902-2022 Minor Works Contract Conditions.

If at any time during the progress of the Purchase, any dispute or difference arises as to the true intent or interpretation of the Contract, such matter shall be referred in writing to the CEO within seven (7) days of such dispute arising. The CEO shall then advise the Contractor on the interpretation of the Purchase Order, and the Contractor shall accept such interpretation without further reference or appeal.

3.1 Insurances

Without limiting its obligations and responsibilities, the Contractor shall take out insurance for the entire contract period under the following headings:

- a) Products Liability (if indicated)
- b) Public Liability
- c) Workers Compensation

All insurances MUST be kept current for the duration of the project.

3.2 Site Monitoring and Compliance

The Tenderer's Project Manager shall conduct regular site visits to monitor the progress of work and ensure compliance with all Occupational Safety and Health (OSH) requirements. During these visits, the Project Manager shall:

- Verify that employees and subcontractors are adhering to site safety procedures and induction requirements.

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- Identify and address any hazards, unsafe practices, or non-compliance issues.
- Complete a site visit record form for each visit, which must be signed by the Contractor or an appropriate representative/worker to acknowledge the inspection.

3.3 Period of Contract and Termination

The Contract is to be completed by 28 February 2027, or by an alternative date as approved by Chief Executive Officer.

If the Contractor fails to complete the works by the agreed date without prior written approval from the Chief Executive Officer, the Council reserves the right to:

1. Issue a written notice requiring the Contractor to rectify the delay within a specified period.
2. Terminate the Contract if the delay is not rectified within the specified period, at the Council's sole discretion.
3. Recover any costs incurred as a result of the delay or termination, including but not limited to the costs of engaging alternative contractors to complete the works.

4 Special Conditions of Contract

4.1 Administrative Requirements

The Contractor is required to provide the following during the course of their contractual obligation in terms of this tender.

Activity	Frequency
Any variation to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to the obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non-performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

4.2 Quality Control

The Principal shall conduct regular inspections auditing works being carried out.

The Contractor shall be responsible for ensuring the following outcomes:

- a) That schedule of activities in the project programming are conforming to specifications.
- b) That work is being carried out within the specified time constraints.
- c) That all certificates are acquired where required before commencement of certain parts of works (compaction certificate, engineering compliance certificate, engineering certificate, etc.).

4.3 Advertisements and Promotions on Site

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

- d) required by law;
- e) specified in the Contract documents; and
- f) 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.

4.4 Site Access

The Contractor shall liaise with the Principal's Representative to gain access to the Site area for the inspection, installation and commissioning works with seven (7) days advance notice.

4.5 Damage/Protection

The Contractor must take care during progress of the work to avoid damage to any existing equipment and pipework/services within the limits of the work. Any damage caused by the activities of the Contractor shall be made good by the Contractor. If made good by the Principal, the cost of the repair shall be recovered from the Contractor.

4.6 Excess/Removed Materials

The Contractor will be allowed to dispose of rubbish material removed under this project at the Principal's Refuse Site at NO cost. The contractor will be responsible for transferring materials to the refuse site which is located approximately 3km outside of the Cunderdin townsite. Access to the refuse site will need to be organised with the Shire of Cunderdin Work Manager (locked site). Please note that we do not accept any asbestos containing materials within the Shire of Cunderdin refuse sites.

The Contractor must follow the Refuse Site Operator's instructions for the disposal of the material on arrival at the site. The Contractor shall maintain records of such disposal.

Surplus material, including materials removed due to non-compliance with this specification, shall be removed from the site and the area left in a neat, tidy and safe condition at the end of each day and at the completion of the scope of works.

4.7 Environmental Protection

4.7.1 Noise Control

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

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 observe similar care.

4.7.2 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;

4.7.3 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.

4.7.4 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.

4.8 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.

4.9 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.

4.10 Materials, Labour and Constructional Plan

4.10.1 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.

4.10.2 Accommodation

The Contractor shall provide suitable accommodation for any managers, supervisors or workmen and/or any subcontractors and their employees until practical completion of the works.

Please note: Accommodation is limited in the Shire of Cunderdin, so it is recommended to investigate and plan lodging requirements.

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 Principal the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Principal.

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

4.11 Materials and Work

4.11.1 Regulations

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") 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.

4.11.2 Chemical Information

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers, and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

4.11.3 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.

4.11.4 Induction Training

The main representative of the Tenderer must complete the online Contractor Induction session and Site induction session prior to the commencement of works. The main representative is to email a copy of the Induction Training Certificate to Project Manager. The Tenderer is responsible for ensuring that all of their employees and subcontractors either attend the induction session or are made aware of all relevant safety requirements before commencing work on the Site.

Additionally, the Tenderer may conduct regular Site and Work Health and Safety (WHS) inspections, which may be either scheduled or unannounced, to monitor compliance with contractual and legislative requirements.

The Tenderer's nominated site representative is solely responsible for ensuring that all employees and subcontractors engaged in the Works comply at all times with Site safety rules, Safe Work Method Statements (SWMS), WHS legislation, and any directions issued by the Principal or its representatives.

The Tenderer must ensure that all personnel hold and maintain current, valid and appropriate insurances, training, competencies, licences, and tickets relevant to the activities they are undertaking, including but not limited to the operation of plant, tools, and equipment.

Copies of all relevant licences, tickets, certifications, and evidence of training and insurances must be provided to the Principal prior to commencement on Site and upon request at any time during the Works. Failure to provide such documentation or to comply with WHS requirements may result in removal from Site or suspension of the Works at no cost to the Principal.

4.11.5 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.

4.11.6 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.

4.11.7 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:

- a) Monday to Friday between the hours of 7am and 6pm.
- b) Saturday between the hours of 8am and 5pm.
- c) Sunday work may be approved by the Principal upon prior written request.
- d) The Shire reserves the right to direct the Contractor to temporarily cease works at any time to accommodate community events, activities, or other operational needs. Reasonable notice will be provided where possible, and such directions shall not give rise to any claim for delay or additional costs by the Contractor.

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

4.11.8 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.

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.

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

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
 Shire of Cunderdin
 37 Lundy Avenue, Cunderdin WA 6407

Please complete in block letters.

I/We (Registered Entity Name)			
Of (registered street address)			
ABN		ACN (if any)	
Telephone No:		Contact Person	
E-mail:			

In response to Request for Tender (RFT 07-25/26) Cunderdin Shared Path Construction – Watts, Togo and Cubbine Street: 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:				

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 relevant licences/registrations.	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Regional Price Preference Policy Advise of regional address if you have a shop front within the Shire of Cunderdin or Tammin, or if the supplier intends for some or all of the goods or services are to be supplied from local regional sources, for consideration of applying the Regional Price Preference to your submission.	Yes / No
h) Risk Assessment Tenderers must address the following information in an attachment and label it “ Risk Assessment ” (maximum 5 pages): 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.	Yes / No

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<p>iii) Provide the organisation's directors/company owners and any other positions held with other organisations.</p> <p>iv) Provide a summary of the number of years your organisation has been in business.</p> <p>v) Attach details of your referees. You should give examples of work provided for your referees where possible.</p> <p>vi) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</p> <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> <p>The insurance requirements for this Request are stipulated in Part 3 of this</p>	<p>Yes / No</p>
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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 30 days of acceptance.

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.

<p>A. Relevant Experience, Personnel Skills and Experience, Resources</p> <p>Tenderers must address the following information in an attachment and label it “Experience, Personnel Skills and Experience, Resources” (maximum 5 pages):</p>	<p>Weighting 20%</p>
<p>a) <i>Provide a short summary of similar works undertaken (with images) include the following details:</i></p> <ul style="list-style-type: none"> • <i>Provide scope of the Tenderer’s involvement including details of outcomes for similar projects. Please include two referees and contact details (mobile phone number and email address).</i> • <i>Provide details of issues that arose during the project and how these were managed.</i> • <i>Demonstrate competency and proven track record of achieving outcomes.</i> <p>b) <i>Provide a short summary of key staff inclusive of membership</i></p>	<p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

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<p><i>to any professional or business association, qualifications etc.</i></p> <p>c) <i>Provide a short summary of:</i></p> <ul style="list-style-type: none"> • <i>Plant, equipment and materials.</i> • <i>Any contingency measures or backup of resources including personnel (where applicable).</i> 	
<p>B. Demonstrated Understanding</p> <p>Tenderers must address the following information in an attachment and label it “Demonstrated Understanding” (maximum 10 pages).</p>	<p>Weighting 20%</p>
<p>a) <i>A project schedule/timeline (where applicable).</i></p> <p>b) <i>Proposed designs/layout plans, materials, methodology etc. (where applicable)</i></p> <p>c) <i>Demonstrated understanding of the Scope of Work.</i></p> <p>d) <i>Warranty documents</i></p>	<p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>
<p>C. Price Consideration</p>	<p>Weighting 60%</p>
<p>The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in Part 5. – Tenderer’s Offer of this Request for Tender.</p>	<p>Tick if attached</p> <p style="text-align: center;"><input type="checkbox"/></p>

5.3 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

5.3.1 Price Schedule

<p>Are you prepared to offer a fixed price?</p>	<p>Yes / No</p>
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5.3.2 Lump Sum

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.

Breakdown of Lump Sum

SHARED PATH DESIGN AND CONSTRUCTION					
STAGE	SCOPE AND LOCATION	UNIT	FIXED PRICE EXCL GST	GST AMOUNT	FIXED PRICE INCL GST
1. Watts Street					
1.1	Concrete paths > Inclusive of all concrete and shared path related components	Lump sum			
1.2	Tree Removal (Optional) > For shared paths as identified/ necessary	Lump sum			
Subtotal					
2. Togo Street					
2.1	Concrete paths > Inclusive of all concrete and shared path related components	Lump sum			
2.2	Tree Removal (Optional) > For shared paths as identified/ necessary	Lump sum			
Subtotal					
3. Togo Street					
2.1	Concrete paths > Inclusive of all concrete and shared path related components	Lump sum			
2.2	Tree Removal (Optional) > For shared paths as identified/ necessary	Lump sum			
Subtotal					
TOTAL					

Amount in Words:

Optional Schedule of Rates – Additional Works

Tenderers are invited, but not required, to provide unit rates for the items listed below to apply where additional works are identified during the construction phase and directed in writing by the Principal. The provision or omission of these rates will not impact the assessment of the Tender.

Where provided and accepted, the rates shall be fixed and fully inclusive of all costs necessary to complete the works, including but not limited to labour, materials, plant, demolition, removal and disposal, subgrade preparation, supply and installation, reinstatement, traffic management, overheads and profit. The rates shall apply irrespective of quantity and location within the Site and shall not be subject to additional mark-ups or claims for delay, disruption, mobilisation, demobilisation or reduced productivity.

The inclusion of these items does not guarantee that the works will be instructed. Where directed by the Principal, payment will be made based on actual measured quantities at the agreed unit rates.

OPTIONAL SCHEDULE OF RATES – ADDITIONAL WORKS					
	ITEM	UNIT	FIXED PRICE EXCL GST	GST AMOUNT	FIXED PRICE INCL GST
a.	Additional path installation (2.5m width)	per linear metre			
b.	Mountable kerbing installation	per linear metre			
c.	Additional pram ramp removal and installation	per each			

5.3.3 Milestone Payment Schedule

Tenderers are required to submit a proposed Milestone Payment Schedule aligned to the delivery of defined project stages. Progress payments will be considered only upon the satisfactory completion of specific, pre-agreed milestones, subject to verification by the Principal or its representative.

Tenderers must provide:

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- A breakdown of the total Contract Price into clearly defined project milestones for each path location;
- The monetary value or percentage of the Contract Price allocated to each milestone;
- A brief description of the milestone and the associated deliverables that will trigger invoicing eligibility.

Milestones should correspond with the major project components outlined in the submitted Project Schedule/Timeline, such as mobilisation, site preparation, construction phases, installation of infrastructure, and practical completion.

The Principal reserves the right to negotiate the final structure and timing of milestone payments to ensure alignment with project governance, risk management, and performance assurance objectives. Preference will be given to milestone schedules that demonstrate a strong link between payment and tangible progress, thereby incentivising timely and efficient delivery of the works.

Milestone No	Project Stage / Milestone Description	Proposed Payment Trigger Description	% of Total Contract Price	Amount

5.4 Contractor’s Occupational Safety and Health 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 Safety & Health Questionnaire**”. The objective of the questionnaire is to provide an

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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.

OSH Policy and Management	Yes	No
<p>Is there a written company Health and Safety Policy?</p> <p>If Yes, provide a copy of the policy.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Does the company have an OSH Management System?</p> <p>If Yes, provide details:</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is the OSH Management System audited or reviewed on a regular basis?</p> <p>If Yes, provide details of last audit and outcomes.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is there a company OSH Organisation Chart?</p> <p>If Yes, provide a copy</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are Line Managers held accountable for Health and Safety performances?</p> <p>If Yes, provide details</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
Safe Workplace Practices and Procedures	Yes	No

Part 5 COMPLETE AND RETURN THIS PART

<p>Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?</p> <p>If Yes, provide a summary listing of procedures or instructions.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are safe operating procedures or specific safety instructions issued to employees?</p> <p>If Yes, explain how this is done.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Does the company have any Permit to Work systems?</p> <p>If Yes, provide a copy of a standard Incident Report form.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Which company personnel are responsible for investigating incidents?</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>Do Incident Reports contain prevention recommendations?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Who is responsible for implementing remedial measures recommended?</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>Are there procedures for storing and handling hazardous substances?</p>	<input type="checkbox"/>	<input type="checkbox"/>

Part 5 COMPLETE AND RETURN THIS PART

If Yes, provide details.

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Attach any explanatory or additional information after this page.

6 Appendix List

6.1 Regional Purchasing Policy

6.2 Planning and Designing for Bike Riding in Western Australia – Shared and Separated Paths Guideline

6.3 Local Government Guidelines for Restoration and Reinstatement in Western Australia Guideline

6.4 IFC Shared Path Drawings and Designs – Watts Street

6.5 IFC Shared Path Drawings and Designs – Togo Street

6.6 IFC Shared Path Drawings and Designs – Cubbine Street

6.7 IFC Shared Path Design Drawings (12553-C1-DG-0501)