

# Request for Tender

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*[To be used for general goods and services]*

<b>Request for Tender:</b>	Panel Prequalified Supplier - Roadworks Services
<b>Deadline:</b>	2.00pm <i>Friday 19 June 2026</i>
<b>Address for Delivery:</b>	<i>Via email to: <a href="mailto:vanessa.ward@brucerock.wa.gov.au">vanessa.ward@brucerock.wa.gov.au</a> Hardcopy tenders will not be accepted.</i>
<b>RFT Number:</b>	2.2025.26

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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:

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the <b>Panel Prequalified Supplier - Roadworks Services</b> in Part 2.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Bruce Rock
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The <b>Panel Prequalified Supplier - Roadworks Services</b> requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Tender Open Period:</b>	Means the web-based portal to be used for downloading Tender documents and raising queries in the online forum during the Tender Open Period. This medium operates through the website The time between advertising the Request and the Deadline.

### 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and keep this part*).

<b>Part 1 READ AND KEEP THIS PART</b>
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Part 2 – Statement of Requirement includes Specification and any 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*).

### **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**

- 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**

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

<b>Name:</b>	Gregory Stephens
<b>Telephone:</b>	08 9061 1377
<b>Email:</b>	<a href="mailto:Gregory.stephens@brucerock.wa.gov.au">Gregory.stephens@brucerock.wa.gov.au</a>

### **1.5 Requests for Clarification**

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made via email to both

[Gregory.stephens@brucerock.wa.gov.au](mailto:Gregory.stephens@brucerock.wa.gov.au)

[Vanessa.ward@brucerock.wa.gov.au](mailto:Vanessa.ward@brucerock.wa.gov.au)

No requests for information or clarification to the RFT Documents will be accepted later than **5** days prior to the Deadline of this Request.

### **1.6 Prequalification Requirements**

WALGA Preferred Supply Panel Contractors need not apply, but send a letter indicating their WALGA status and that they would be interested in providing services as outlined.

## **1.7 Tender Briefing/Site Inspection**

Attendance at this meeting *is not* mandatory.

## **1.8 Lodgement of Tenders and Delivery Method**

Via Electronic Mail

The tender must be lodged by the Deadline via email to [vanessa.ward@brucerock.wa.gov.au](mailto:vanessa.ward@brucerock.wa.gov.au)

The Deadline for this request is 2pm Friday 19 June 2026.

In preparing a Tender for Electronic Mail, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Tendering portal and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- d) Tenders lodged via Electronic Mail will be deemed to be authorised by the Tenderer.
- e) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- f) Tenderers acknowledge that:
  - a. Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
  - b. The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.
- g) Hard copies will not be accepted.

## **1.9 Rejection of Tenders**

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

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

No web links or hyperlinks will be considered as part of any submission.

## **1.10 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.

## **1.11 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.

## **1.12 Disclosure of Contract Information**

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

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

## **1.13 Tender Validity Period**

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

## **1.14 Precedence of Documents**

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

## **1.15 Alternative Tenders**

All Alternative Tenders **may** be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked “**Alternative Tender**”.

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

Any printed “General Conditions of Contract” contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### **1.16 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable 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.

### **1.17 Alterations**

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

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

### **1.18 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and

- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess 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 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.

### **1.19 Evaluation Process**

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender.

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

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

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

### **1.20 Selection Criteria**

The Contract may be awarded to a **panel of** Tenderers who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be

**Part 1 READ AND KEEP THIS PART**

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. The extent to which a Tender demonstrates 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.

### 1.21 Compliance Criteria

These criteria are detailed within **Part 5.2.1** of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### 1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within **Part 5.2.2** 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.

#### **A. Local Supplier**

Tenderers must outline the primary location of their business and label it “**Local Supplier**”:

- Shire of Bruce Rock (max 25%)
- Neighbouring local government authority (max 20%)
- Regional WA (max 15%)
- Perth (max 10%)
- Other (max 5%)

**Weighting**

**25%**

<p><b>B. Road Construction Experience</b></p> <ul style="list-style-type: none"> <li>- Nominate specific examples and reference to road construction experience and projects.</li> <li>- Provide and include reference to any previous experience working in rural areas.</li> <li>- Include details of clients and referees.</li> </ul>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>25%</b></p>
<p><b>C. Fleet / Condition / Rates</b></p> <ul style="list-style-type: none"> <li>- Identify total numbers of each type of plant available for this project for assessment against the nominated list within the schedule.</li> <li>- Nominate age of each item of plant or some indication of condition or reliability.</li> </ul>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>25%</b></p>
<p><b>D. Organisational Personnel / Experience / Qualifications / Rates</b></p> <ul style="list-style-type: none"> <li>- Provide details of experience of key staff including Supervisory, Administrative and Operators of key items of plant (e.g. grader, dozer, field mechanic etc).</li> <li>- Provide relevant qualifications / licenses / certifications.</li> </ul>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>25%</b></p>
<p><b>E. Price</b></p> <p>Provide unit rates for the following relevant items where applicable:</p> <ul style="list-style-type: none"> <li>- Wet Hire</li> <li>- Dry Hire</li> <li>- Mobilisation</li> <li>- Stand Down</li> </ul> <p>Price will used to compare individual contractors at award of contracts for specific projects on value for money basis.</p>	<p style="text-align: center;"><b>Weighting</b></p> <p style="text-align: center;"><b>Nil</b></p>

### **1.23 Value Considerations**

#### *Non-Weighted Price Criteria*

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer;
- b) the pricing submitted by each Tenderer;
- c) insert any applicable policies that may affect selection (eg Regional Price Preference Policy, DAIP Plan considerations). Detail from where a copy is available; and
- d) insert any other criteria that may affect the value for money

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

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

## **1.24 Price Basis**

### *Variable Prices*

All prices for goods/services offered under this Request are to be variable for **the term of the Contract**. All prices will vary according to the variation mechanism outlined below:

- a) 3% rise annually on 1<sup>st</sup> July.
- b) Tendered prices must include the 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.

## **1.25 Ownership of Tenders**

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

## **1.26 Canvassing of Officials**

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

## **1.27 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in **Part 5.1** 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.

### 1.28 Costs of Tendering

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

### 1.29 Tender Opening

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 2.30pm **54 Johnson Street BRUCE ROCK WA 6418**.

### 1.30 In House Tenders

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

## 2 Statement of Requirements

### 2.1 Introduction

The Shire of Bruce Rock has an extensive road construction and maintenance program in the 2026-27 – 2028-29 Financial Years. The Shire is seeking experienced earthmoving contractors to provide services to assist the Shire Road Works Crew in the delivery of this program for a period of three (3) years.

### 2.2 Background

The Principal requires the hire of plant and equipment on a wet and dry hire basis to perform its yearly road maintenance and construction program. The 'Plant' may be hired on either a daily, weekly, or longer-term basis. The hire component of this Contract includes but is not limited to items of plant and ancillary services such as;

- Prime Movers and Side Tippers
- Loaders
- Excavators
- Graders
- Rollers
- Water Carts
- Bulldozers
- Low loaders etc

The tenderer shall submit prices for all or part of the machinery requested.

All relevant plant and equipment items to be used are to be listed with the appropriate rates on the Tender Form. The works are to be performed on Council roads, located approximately 15-30-minute travel time from the Bruce Rock town centre. The tenderer is to allow for any travel, accommodation, mechanical servicing/repairs and/or other allowances in the hourly rate based on an 8.5-hour day over a 9-day fortnight. The tenderer will only be paid for hours the machinery is worked on site.

The Applicants should make themselves aware of the entire Shire area, and submit only services and equipment that are able to safely service the entire Shire consisting of the following localities:

## Part 2 READ AND KEEP THIS PART

- Ardath
- Babakin
- Bruce Rock
- Kwolyin
- Shackleton

Mobilisation and demobilisation of plant will be paid separately to the above, the contractor is to specify these costs on the price schedule within the tender document.

The Superintendent and its leading hand will work closely with the respective Contractor on site to ensure productive allocation of resources for the efficient delivery of works in accordance with any relevant design drawings and specification.

Proposed works to be undertaken under this contract including gravel sourcing, material cartage, maintenance grading, road construction, final trim grading, water cartage, dust suppression and compaction, drainage installation, rehabilitation etc. Contractors awarded to the Panel will not necessarily be offered any work and the volume of work available varies for each type of plant or equipment item.

### 2.3 Definitions

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

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

### 2.4 Scope of Work

This contract is for the establishment of a panel of Contractors for the provision of wet and dry hire of plant and equipment for roadworks within the Shire of Bruce Rock.

#### 2.4.1 Wet Hire - Plant and Equipment

The Shire of Bruce Rock is seeking expressions of interest experienced road construction contractors to provide wet hire of plant and equipment to complement existing shire resources in the delivery of the Shire's road program. Service sought include but not limited to:

1. Grader
  - a. Final Trim
  - b. Maintenance
2. Prime Mover
3. Prime Mover and Road Train Side Tippers
  - a. 1 Side Tipper
  - b. Road Train
4. Prime Mover and Semi Water Tanker
5. Prime Mover - Transport
  - a. Low Loader
  - b. Quad Float
6. Water Cart 6/8 Wheeler
7. Loader
8. Bulldozer D7-D9 (equivalent)
9. Roller
  - a. Drum
  - b. Multi
  - c. Padfoot
  - d. Pedestrian
10. Excavator
11. Mini Digger
12. Bob Cat
13. Posi Track
14. Pilot Vehicle

### **2.4.2 Contract Labour / Plant Operators**

The Shire is seeking expressions of interest experienced road construction contractors to provide contract labour and plant operators to operate the Shire's machinery to complement existing shire resources in the delivery of the Shire's road program. Service sought include but not limited to:

1. Supervisor / Foreman
2. Grader Operator
  - a. Final Trim
  - b. Maintenance
3. Operator General (Loader / Roller)
4. Truck Drivers
  - a. MC
  - b. HC
  - c. HR

### **2.5 Implementation Timetable**

The timeframe and any works associated with this panel is across a period of three (3) Financial Years commencing July 2026 through to June 2029, which includes an initial contract period and an option for extension (subject to funding, performance etc).

### **2.6 List of Applicable Documents**

1. Purchasing Policy
2. WHS Documents

### **2.7 Service Levels**

The works are required to be completed to certain standards as required, that may be determined by funding agreements and/or detailed in the design drawings and specifications. The Principal will provide a superintendent and/or leading hand who will be responsible to work closely with the contractor to ensure compliance with standards as well as efficient use of resources.

## **2.8 Engagement Process**

There is no guarantee that Contractors awarded to the Panel will be offered any work and the volume of work available will vary for each type of plant or equipment item. However, where possible, the Principal intends to purchase the goods and/or services related to the wet and dry hire of plant and equipment predominantly from the pre-qualified suppliers appointed to the panel.

Although dependant on the number of tender submissions received, the Principal intends to appoint at least three Contractors to the Panel.

Specific jobs and tasks will be procured on a project-by-project basis where Shire officers send a written request providing indicative information of the requirements for each project, including but not limited to:

- Plant and Equipment required.
- Scope of work to be undertaken
- Nominal time frame and working hours.
- Roles and responsibilities on site.
- Contingency and Standby Measures.

### 3 General Conditions of Contract

#### 3.1 General Conditions of Contract for Minor Works and Related Services

Terms and Conditions will be as per the Shire's General Conditions of Contract for Minor Works and Related Services.

#### 3.2 Insurances

The Contractor is required to have in place the following insurances totally indemnifying the Principal against all damages or losses incurred as a result of and for the duration of the contract works. Details of all such insurance policies are to be provided with the tender using the pro-forma at Schedule 2 together with copies of certificates of currency and these are to be included in the Attachment labelled "Risk Assessment" as referenced under Section 5.2.1 Compliance Criteria.

- Professional indemnity insurance: the Contractor shall maintain insurance to a value of \$5 million.
- Employee Insurance Cover / Workers Compensation as provided for by the Act at Common Law in the minimum amount of \$50 million;
- Public Liability insurance cover in the minimum amount of \$10 million per incident and \$20 million in the aggregate;
- Plant, Equipment and Vehicle insurance cover (including fire, theft and damage cover) to an appropriate market value as applicable to the item of plant, equipment or vehicle at the Contractor's cost; and

#### 3.3 Period of Contract and Termination

The Contract will be in force for the period of **three (3) years commencing 1 July 2026**. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

## 4 Special Conditions of Contract

### 4.1 Workplace Health and Safety (WHS)

#### 4.1.1 WHS Legislation in WA

All Western Australian workplaces come under Western Australia's Work Health and Safety Act 2020 (WHS Act). The WHS Act and accompanying Work Health and Safety (General) Regulations 2022 came into effect on 31 March 2022. The WHS Act covers all workplaces within the natural jurisdiction of Western Australia. The WHS Act provides a framework to protect the health, safety and welfare of workers in Western Australian workplaces, and of other people who might be affected by the work. The WHS Act aims to:

- protect the health and safety of workers and other people by eliminating or minimising risks arising from work or workplaces
- ensure fair and effective representation, consultation and cooperation to address and resolve health and safety issues in the workplace
- encourage unions and employer organisations to take a constructive role in improving work health and safety practices
- assist businesses and workers to achieve a healthier and safer working environment
- promote information, education and training on work health and safety
- provide effective compliance and enforcement measures
- deliver continuous improvement and progressively higher standards of work health and safety.

In furthering these aims, regard must be had to the principle that workers and other persons should be given the highest level of protection against harm to their health, safety and welfare from hazards and risks arising from work as is reasonably practicable.

For these purposes, 'health' includes psychological health as well as physical health.

#### 4.1.2 Council's Work Health and Safety Framework

All Contractors and their operators must adhere to Council's Work Health and Safety Framework.

##### 4.1.2.1 Contactor's WHS Acknowledgement

Contractors are to acknowledge that they have received and read a copy of and agree to adhere to Council's Work Health and Safety Framework.

#### ***4.1.2.2 Online Safety Induction***

All Contractors and their operators must undertake mandatory completion of Council's online safety induction through the Damstra platform.

#### **4.1.3 Contactor's WHS**

##### ***4.1.3.1 WHS Documentation***

Where available Contractors are to provide a copy of the WHS documentation.

##### ***4.1.3.2 Dress Code***

All Consultants, Contractors and their employees are to wear:

- appropriate clothing, footwear, and safety equipment when on site.
- high visibility upper garments while working outside or near plant and vehicles within road reserves.

All appropriate clothing and equipment are to be provided by the contractor.

## **4.2 Contractor Responsibilities**

### **4.2.1 Plant and Operators**

#### ***4.2.1.1 Plant, Vehicles and Equipment***

The Contractor is to provide, operate and maintain the plant, vehicles, and equipment necessary for the proper performance of the required services. All plant, vehicles and equipment used in the Contract services shall be licensed and maintained in good working order and clean condition.

The Contractor shall ensure that all items of plant and equipment mobilised to site are serviced and operate in compliance with manufacturers and suppliers operating guidelines. The Contractor shall also comply with all legislative and regulatory requirements relevant to the activities proposed to be conducted. These requirements may include but are not necessarily limited to:

- Current road train permits (to be carried in the vehicle) relevant to public roads proposed to be used
- A functioning machine hour meter
- Flashing amber beacons appropriately mounted and maintained for visibility
- Two-way radio communications
- Fully enclosed air-conditioned cabins fitted with approved roll over protection structure.

Failure to comply with these requirements will deem the particular item of plant unable to be retained on the work site.

The Contractor is responsible for ensuring that plant and equipment is maintained to a safe, efficient and reliable condition. Plant and equipment is to be regularly and routinely maintained to negate or minimise the risk of machinery breakdown thereby avoiding down time.

Unless otherwise agreed by Principal, all plant is to be adequately fuelled at all times, this is to occur by the Contractor if wet hired and by the Principal when dry hired so as to not result in delays to works.

The storage of plant on site shall be the responsibility of the Contractor where the nature of the hire is wet hire (with operator). Where the hire is a dry hire (without operator) the Principal shall be responsible for the item of plant being hired including any damage, theft or vandalism.

#### **4.2.1.2 Operator Competencies**

All operators of plant and equipment must hold current licenses and qualifications relevant to the works being undertaken and be suitably qualified, skilled and competent to operate in compliance with Worksafe Regulations, Industry and OSH standards and any other relevant legislative and regulatory requirements. All operators must have been trained in safe work practices associated with roadworks on public roads including accreditation (for appropriate personnel) in traffic management and knowledge of the traffic management plan associated with the works of this contract.

Details of operators' proficiencies, certifications and licenses etc. are to be provided with the tender submission as part of the response to Qualitative Criteria "Organisational Personnel / Experience / Qualifications".

Regular toolbox meetings will be conducted by the Principal, attendance is compulsory for all Contractor personnel on site. Minutes of those meetings will be recorded and maintained for presentation.

#### **4.2.2 Messing and Toilets**

The Contractor shall be responsible for the provision, set up and maintenance of all messing, toilets, and ancillary facilities including power and water for the support of Contractor personnel and any sub-contractors associated with the contract works.

Any facilities provided within the project are always to be maintained in a clean and hygienic condition and kept free of rubbish. The location and size of the facilities are to be approved by the Superintendent who will also be responsible for the approval of any rehabilitation

works. Particular attention will be paid to re-instatement of the natural environment to a condition which promotes re-growth of vegetation.

#### **4.2.3 Traffic and Safety**

Prior to the commencement of works on site the Principal is required to provide a Traffic Management Plan (TMP) specific to the relevant works. The TMP shall be compliant with the requirements of the current versions of MRWA Code of Practice - Worksite Traffic Management for Works on Roads and AS 1742.3 Manual of uniform traffic control devices - Traffic control devices for works on roads and it shall be certified by an appropriately accredited person.

The Principal will have sole responsibility for supply, erection, maintenance and removal of all temporary roadworks and warning signs and any ancillary control devices as stipulated in the approved TMP. All items of plant working on or near the public road shall be fitted with appropriate safety and visibility devices in accordance with 4.2.1.1 and such devices are to be maintained in proper working order at all times.

Any breaches of the approved TMP may result in suspension of the works and the Superintendents will have authority to do so. Any protracted breaches of the TMP and the requirements of the contract in general relation to traffic management will be dealt with by the Superintendent under the provisions of the Conditions of Contract including the possibility of termination of the contract.

The works undertaken by the Contractor shall be conducted in a safe and efficient manner at all times in accordance with all current and relevant Acts and Regulations, Local Laws, and relevant Australian Standards. These include but are not necessarily limited to the Western Australia's Work Health and Safety Act 2020 (WHS Act) and accompanying Work Health and Safety (General) Regulations 2022.

All Operators and staff engaged by the Contractor to work on site must receive an appropriate induction addressing all traffic, health and safety matters relevant to the Works parcel and work sites within it before commencing works on site. Current and ongoing traffic, health and safety matters are to be regularly updated and addressed through ongoing interaction with staff and operators via such mechanisms as toolbox and site meetings evidenced by recorded minutes.

All Operators and staff engaged by the Contractor to work on site shall be issued with, utilise and wear the required and approved personal protective equipment (PPE) relevant to the task being performed in accordance with the relevant Sections of the OH&S Act, Regulations and procedures. All PPE is to be supplied and replaced as required by the Contractor and

care must be taken to ensure that all employees and other visitors to the site are not exposed to hazards.

Furthermore, an important requirement for working onsite is to provide and fit appropriate communication devices (such as two-way radios) to all items of plant and vehicles, and to maintain them in proper working order at all times.

The Contractor and all employees and sub-contractors are to take care not to damage assets and facilities which are located in the vicinity of or within the works sections and may include such as items as signage, culverts, property gates and fences, etc. The Contractor will be responsible for replacement or re-instatement of any damaged items at the cost of the Contractor.

Aside from the specific requirements outlined in this clause all traffic and safety related matters are to be in compliance with all relevant Legislation, Statutes and Regulations.

#### **4.2.4 Environment**

The environment in which the works of this contract are to be conducted is sensitive and therefore it is important that the Contractors activities are undertaken in a manner so as to have minimal impact on the surrounding vegetation and environment. Equipment movements shall be restricted to those areas essential for undertaking the works. Off-road vehicle use is to be carefully planned by utilising existing disturbed areas such as tracks and turn-around points and selecting locations for any new off-road trafficked areas where disturbance to existing vegetation is minimised. The Superintendents Site Leading Hand is to approve all off-road areas of disturbance prior to use.

Creation of dust and erosion is to be controlled and minimised by use of industry best practice mitigation measures both for off-road and on-road activities. In particular, dust generation resulting from roadworks activities on road, including side-tracks is to be minimised by use of water suppression etc.

Aside from the specific requirements outlined in this clause all operations are to be conducted in full compliance with all relevant Environmental Legislation, Statutes and Regulations.

All roadworks activities shall be carried out in an environmentally responsible manner to ensure that:

- Plant items are confined to within the road formation as far as is practicable and are not parked or moved on areas where natural vegetation exists;

**Part 4 READ AND KEEP THIS PART**

- Off-road drains and levees etc. are positioned and shaped so as not to cause erosion;
- Hydrocarbon contaminants and waste are disposed of in accordance with relevant legislation and not left anywhere within the road reserve or surrounding natural environment;
- All vehicles mobilised to site be cleaned of any material carrying weeds from other locations, fungal or bacterial disease;
- Material stockpiles and parked vehicles are not located under the canopy of trees;
- Areas recognised as having declared rare flora or fauna or noxious weeds present are not disturbed.

Failure to comply with the environmental provisions of this Section may result in activities being suspended until such time as the matter is addressed. The Superintendents Site Leading Hand in the first instance shall have responsibility in this regard and should the matter not be resolved on site it will be escalated to the Superintendent for appropriate action in accordance with the Conditions of Contract.

## 5 Tenderer's Offer

### 5.1 Form of Tender

The Chief Executive Officer  
54 Johnson Street  
BRUCE ROCK WA 6418

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

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

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

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

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

#### **In response to RFT RFT-2.2025.26 Panel Prequalified Supplier - Roadworks Services:**

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:

<b>Description of Compliance Criteria</b>	
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 <i>Licences/Registrations in the relevant section.</i>	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
<p>g) Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it “Risk Assessment”:</p> <ul style="list-style-type: none"> <li>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></li> <li>ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i></li> <li>iii) <i>Provide the organisations directors/company owners and any other positions held with other organisations.</i></li> <li>iv) <i>Provide a summary of the number of years your organisation has been in business.</i></li> <li>v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i></li> </ul>	Yes / No

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- vi) *Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.*
- 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.*
- 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.*
- 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.*
- x) *Are you presently able to pay all your debts in full as and when they fall due?*
- 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.*
- xii) *Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.*
- xii) *Provide details of disputes and claims history for your organisation and its Related Bodies Corporate (if applicable) over the last 5 years.*
- xiii) *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.*

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage

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including, insurer, expiry date, value and type of insurance. If the 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 **14** 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><b>A. Local Supplier</b></p> <p>Tenderers must outline the primary location of their business and label it “<b>Local Supplier</b>”:</p> <ul style="list-style-type: none"> <li>- Shire of Bruce Rock (max 25%)</li> <li>- Neighbouring local government authority (max 20%)</li> <li>- Regional WA (max 15%)</li> <li>- Perth (max 10%)</li> <li>- Other (max 5%)</li> </ul>	<p><b>Weighting 25%</b></p> <p><b>Tick if attached</b></p>
<p><b>B. Road Construction Experience</b></p> <ul style="list-style-type: none"> <li>- Nominate specific examples and reference to road construction experience and projects.</li> <li>- Provide and include reference to any previous experience working in rural areas.</li> <li>- Include details of clients and referees.</li> </ul>	<p><b>Weighting 25%</b></p> <p><b>Tick if attached</b></p>
<p><b>C. Fleet / Condition / Rates</b></p> <ul style="list-style-type: none"> <li>- Identify total numbers of each type of plant available for this project for assessment against the nominated list within the schedule.</li> <li>- Nominate age of each item of plant or some indication of condition or reliability.</li> </ul>	<p><b>Weighting</b></p> <p><b>25%</b></p> <p><b>Tick if attached</b></p>
<p><b>D. Organisational Personnel / Experience / Qualifications / Rates</b></p> <ul style="list-style-type: none"> <li>- Provide details of experience of key staff including Supervisory, Administrative and Operators of key items of plant (e.g. grader, dozer, field mechanic etc).</li> <li>- Provide relevant qualifications / licenses / certifications.</li> </ul>	<p><b>Weighting 25%</b></p> <p><b>Tick if attached</b></p>
<p><b>E. Price</b></p> <p>Provide unit rates for the following relevant items where applicable:</p> <ul style="list-style-type: none"> <li>- Wet Hire</li> <li>- Dry Hire</li> <li>- Mobilisation</li> <li>- Stand Down</li> </ul> <p>Price will used to compare individual contractors at award of contracts for specific projects on value for money basis.</p>	<p><b>Weighting 0%</b></p> <p><b>Tick if attached</b></p>

**5.3 A: Local Supplier**

List location of business premises and relevant contact details. (ie Head Office and Satellite Office)

<b>A. Location of Business Premises (25%)</b>
<b>Head Office</b> Street Address Postal Address Office Telephone Email Website
<b>Satellite Office</b> Street Address Postal Address Office Telephone Email Website

**Part 5 COMPLETE AND RETURN THIS PART**

**5.4 B: Road Construction Experience**

Complete the following details regarding Road Construction Experience in Rural Areas.

<b>Project - Name / Description</b>	<b>Client</b>	<b>Client Name</b>	<b>Client Contact Email</b>

**Part 5 COMPLETE AND RETURN THIS PART**

**5.5 C: Fleet Extent / Condition**

Complete the following details and submit.

Plant Item	Make & Model	Year Age	Servicing / Condition / Reliability
1. Final Trim Grader			
2. Maintenance Grader			
3. Prime Mover and Road Train Side Tippers			
4. Prime Mover			
5. Prime Mover and Semi Water Tanker			
6. Prime Mover Transport - Low Loader / Quad Float			
7. Water Cart 6/8 Wheeler			
8. Loader			
9. Bulldozer D7-D9 (equivalent)			
10. Roller - Drum / Multi / Padfoot			
11. Excavator			
12. Mini Digger			
13. Bob Cat			
14. Posi Track			
15. Pilot Vehicle			

**5.6 D: Organisational Personnel / Experience / Qualifications**

Complete the following details regarding “Key Personnel and Qualifications” including Supervisors, Operators and Administrative staff. attachment.

Position	Name	Experience / Skills	Years Experience	Qualifications Certificates
1. Supervisor / Foreman				
2. Grader Operator – Final Trim				
3. Grader Operator - Maintenance				
4. Operator General (Loader / Roller)				
5. Truck Drivers - MC / HC / HR				

**5.7 Price Information**

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

**5.7.1 Price Basis**

<p>Do you agree to the Price Variation Mechanism below?</p> <p><i>a) 3% rise annually on 1<sup>st</sup> July</i></p>	<p><b>Yes / No</b></p>	
<p>If No, please indicate how your proposed Price Variation Mechanism differs from the one outlined above. Supply details and label it “Price Variation Mechanism”.</p>	<p><b>“Price Variation Mechanism”</b></p>	<p><b>Tick if attached</b></p>

**Part 5 COMPLETE AND RETURN THIS PART****5.7.2 Price Schedule****5.7.2.1 Plant and Equipment**

<b>Plant Item</b>	<b>Make &amp; Model</b>	<b>Wet Hire Rate Rate (ex GST)</b>	<b>Stand Down Rate (ex GST)</b>	<b>Mobilisation Rate (ex GST)</b>
1. Final Trim Grader				
a. Final Trim				
b. Maintenance				
2. Prime Mover				
3. Prime Mover and Tippers				
a. 1 Side Tipper				
b. Road Train Side				
4. Prime Move and Semi Water Tanker				
5. Prime Mover - Transport				
a. Low Loader				
b. Quad Float				
6. Water Cart 6/8 Wheeler				
7. Loader				
8. Bulldozer D7-D9 (equivalent)				
9. Roller - Drum / Multi / Padfoot				
a. Drum				
b. Multi				
c. Padfoot				
d. Pedestrian				
10. Excavator				
11. Mini Digger				
12. Bob Cat				
13. Posi Track				

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14. Pilot Vehicle				
<i>Insert others as required</i>				

5.7.2.2 Personnel

Position	Name	Hourly Rate (ex GST)
1. Supervisor / Foreman		
2. Grader Operator – Final Trim		
3. Grader Operator - Maintenance		
4. Operator General (Loader / Roller)		
5. Truck Drivers - MC / HC / HR		