

REQUEST FOR TENDER



Request for Tender (RFT)	CLEANING OF PUBLIC AMENITIES
RFT Number:	0907
Deadline:	2:00pm (WST) Thursday 5 Nov 2009

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1 PRINCIPALS REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal is seeking submissions from suitably qualified and experienced persons for the routine provision of cleaning services to various public amenity buildings within the township of Broome WA.

A Contractor may be appointed to conduct the whole or parts of the Work.

A full statement of the requirements required under the Contract appears in the Brief – Part 3, the General Conditions of Contract – Part 4.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- (a) Part 1 – Principal's Request;
- (b) Part 2 – Conditions of Tender;
- (c) Part 3 – Specification and Schedule of Information;
- (d) Part 4 – General Conditions of Contract for the Supply of Goods and the Provision of General Services;
- (e) Part 5 – Tenderer's Offer;

Separate documents:

- (a) Addenda and any other special correspondence issued to Tenderers by the Principal;
- (b) Formal Instrument of Agreement.

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1.3 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;
Australian Standard (AS):	Refers to the latest revision, including any applicable amendments, of the quoted standard document;
Specification:	The statement of Requirements that the Principal requests you to provide if selected.
Principal or Shire of Broome or Shire:	The Local Government known as the Shire of Broome;
Contract:	Means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor;
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
Council:	The Principal's Commissioners or Councillors (as the case may be) of the Principal.
Deadline:	The deadline for lodgement of your Tender; as shown on the front page of this Request;
General Conditions of Contract:	Means the General Conditions of Contract for the supply of Goods and the Provision of General Services;
Letter of Engagement:	The letter issued by the Principal to the successful Tenderer awarding the Contract and nominating the commencement date of the Services;
Offer:	Your offer to be selected to supply the Requirements;
RFT or Request for Tender:	This document;
Requirements:	The goods and/or services requested by the Principal;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Tender:	Completed Offer form, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal;
Tender Period:	The time between advertising the Request and the Deadline;
Works or Services:	Both mean the requirements, services, or the whole of the work to be carried out and completed under the Contract including variations.

1.4 CONTACT PERSON

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Tender Enquiries

Name: Ms Dimity Hargrave
Position: Manager Health Services
Organisation: Shire of Broome
Telephone: 08 9191 3456
Email: dimity.hargrave@broome.wa.gov.au

Any requests for information or clarification should be in writing in the first instance and may be subject of an Addendum to this Request.

No requests for information or clarification to the Tender Documents will be accepted later than two (2) working days prior to the Deadline of this Request.

1.5 TENDER SITE INSPECTION

Tenderers are requested to arrange a site inspection with Gary Barnden by phoning 9191 3456. Should the site inspection reveal any uncertainties, the Tenderer should clarify the matter with the contact person prior to the closing of the tender.

1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

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 together with Contract costs e.g. tendered prices and other relevant whole-of life costs.
- (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.
- (d) Referees may also be contacted prior to the selection of the successful Tenderer.

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

1.7 SELECTION CRITERIA

The Contract may be awarded to a 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.

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the Requirements being purchased.

NOTE: 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.

1.8 COMPLIANCE CRITERIA

These criteria 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.

<p>(a) <u>Compliance with the Conditions of Tendering</u></p> <ul style="list-style-type: none"> • Completion of Tenderers Offer • Completion of Tenderers Information • Completion of Price Schedule
<p>(b) <u>Compliance with Specification</u></p>
<p>(c) <u>Corporate Information</u></p> <ul style="list-style-type: none"> • Tenderers to submit organisation profile. • Advise if agent for another party, include name and address of Principal. • Advise of any actual or potential conflict of interest in the performance of your obligations under the Contract, or if any such conflict of interest likely to arise during the Contract. • Provide evidence as to ability, if awarded the Contract, to fulfil the Requirements from your own resources or from resources readily available to you. • Advice of any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or if any such conflict of interest likely to arise during the Contract.
<p>(d) <u>Financial Position</u></p> <ul style="list-style-type: none"> • Tenderer to confirm ability to pay all debts in full as and when they fall due; and • Advise of any current litigation as a result of which you may be liable for \$50,000 or more.
<p>(e) <u>Insurance</u></p> <ul style="list-style-type: none"> • Provide details of the insurance coverage that meets the insurance requirements for this Request. A copy of the Certificate of Currency is to be provided to the Principal within seven days of acceptance.

1.9 QUALITATIVE CRITERIA

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

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria;
- Tenderers are to address each issue outlined within a qualitative criterion;
- In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed below; and
- It is essential that Tenderers address each qualitative criterion as failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

<p>A) Organisational Capabilities/Experience</p> <p>Tenderer to provide details to demonstrate:</p> <ul style="list-style-type: none"> • That your organisation will be able to commence work on the start date and provide the specified cleaning services for the entire Period stated if awarded the Contract; • Experience with contracts of similar size and scope to this Request conducted within the last five years. (Inclusive of the project value and your role in the project.) • Ability to work in a regional location (Broome); • That your organisation has the capacity to resource the work i.e. current workload versus forecast workload including this contract. Tenderers are to also include the percentage of operational capacity represented by this work; • The resolution of any complicating circumstances or conflicts on recent projects; • Experience on contract work of a similar size and scope undertaken during the past five years by providing a minimum of two detailed references; and • Pre-planning by naming the Sub-Contractors to be engaged including their experience, any relevant qualifications and their intended role. • The extent of local business content that will be utilised in performing the Works of this Request. 	<p>Weighting 40%</p>
<p>B) Key Personnel</p> <p>Tenderer to provide the following information on key personnel and any nominated subcontractors</p> <ul style="list-style-type: none"> • Their role in the performance of the Contract; • Curriculum vitae; • Current Registrations or Licences held to perform the Works • Membership to any professional or business association; • Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; 	<p>Weighting 30%</p>

<p>C) Performance</p> <p>Tenderer to demonstrate understanding of Requirements, and address how each of the following will be achieved:</p> <ul style="list-style-type: none"> • Provide details as to how you will ensure that the safety of the public is catered for; • Quality and standard of work; • A project schedule/timeline detailing when the works will be undertaken each day; • Provide a brief methodology of how the Works will be undertaken including the anticipated order of the amenities to be cleaned; • Proposed materials/chemicals to be used in the cleaning operation • Any other issues or matters which will maximise the net benefit of the Services to the Principal and community including, but not limited to, local products and services. 	<p>Weighting 30%</p>
<p>TOTAL</p>	<p>100%</p> <hr/> <hr/>

1.10 PRICE CONSIDERATIONS (NON WEIGHTED)

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

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

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

The tendered price will be considered along with related factors affecting the total cost to the Principal. e.g., 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.

1.11 PRICE BASIS

The Contractor shall lodge with the Principal a detailed 'Schedule of Rates' in the format as shown in Part 5 of this Request.

Unless otherwise indicated prices tendered must include all travel, accommodation, delivery, unloading, packing, marking and all applicable levies, duties, disposal fees, materials, 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.

2 CONDITIONS OF TENDERING

2.1 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline.

The Tender is to be:

- (a) placed in a sealed envelope clearly endorsed "Tender - Confidential" and with both 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 the Reception area (Ground Floor), Shire of Broome, corner of Haas and Weld Sts Broome, 6725 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Broome, PO Box 44, Broome WA, 6725.

Electronic mail Tenders and facsimile Tenders will not be accepted by the Principal. The Principal does not accept responsibility for any tenders received late via mail.

Tenderers must ensure that they have provided at least three signed copies of their Tender one to be marked "ORIGINAL" the others to be marked "COPY". Any brochures or pamphlets must be attached to both the original and the copies.

All copies must be bound except the original, which must be unbound and clipped (not stapled). All pages must be numbered consecutively and the Tender must include an index.

2.2 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.

A Tender may also be rejected if it fails to comply with any other requirements of the Request.

2.3 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.

2.4 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 advice that no Tender was accepted.

2.5 ALTERNATIVE TENDERS

All Alternative Tenders must be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than those stated in this Request must in all cases arising be clearly marked "ALTERNATIVE TENDER".

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

Where an alternative is tendered the Tenderer shall include a fully detailed description and shall state clearly the manner in which it differs from that specified.

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.

2.6 LOCAL PRICE PREFERENCE

A preference of 5% will be given to suppliers trading from a business address within the Shire of Broome to a maximum of \$2500 per annum per supplier.

2.7 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 shall have precedence.

Should a conflict become apparent between any clauses contained within this Request, then the provisions of the Schedule(s), followed by the Specifications, and the General Conditions of Contract shall have precedence in that exact order.

2.8 TENDERERS TO INFORM THEMSELVES

Tenderers will be deemed to have:

- (a) examined the Request and any other Information to Tenderers made available in writing 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(s) and that negotiations are to be carried out in good faith;
- (e) undertaken a site visit of all the public toilets and amenities buildings the subject of this tender; and
- (f) satisfied themselves they have a full set of the Request documents and all relevant attachments.

The Principal is not liable for (and each Tenderer, by lodging a Tender, releases the Principal to the fullest extent permitted by law from any claim regarding) any incorrect or misleading information or omission to disclose information in or in relation to any part of this RFT and the appendices to this RFT document and any document referred to in this RFT.

2.9 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 the Principal considers matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

2.10 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any credit rating agency; and
- (b) 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.

2.11 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a 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.

2.12 CANVASSING

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

2.13 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 and whose execution appears on the Offer Form in the prescribed format within the Tenderers Offer of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.14 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.

2.15 TENDER OPENING

All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a 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 or representatives present or otherwise, concerning the Tenders submitted.

The Tender opening will be held as soon as practicable after the Deadline.

2.16 IN-HOUSE TENDERS

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

2.17 REFERENCES

The Principal may have access to and give consideration to any reference checks undertaken as part of the selection criteria in ascertaining any qualities that are relevant to the proposed contract.

2.18 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the tender documents, the Tenderer shall state on the tender form in the space provided, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

2.19 PUBLICITY

Tenderers must not make any public statements or releases to the media concerning the Tender during the Tender period.

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3 SPECIFICATION

3.1 CONTRACT PERIOD

This shall be a Period Contract which shall be in force for the period of two (2) years. The commencement date shall be as nominated in the Letter of Engagement but is expected to be 1 Dec 2009. The two year period would then finalize on 30 Nov 2011.

Quality Service is of the essence in the Contract and in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith terminate the Contract by written notice to the Contractor.

3.2 INTRODUCTION

The Shire of Broome is located in the south-west Kimberley in the far north of Western Australia and covers approximately 56,000 square kilometres, boasting a coastline of 900 kilometres which includes the world famous Cable Beach.

Broome has experienced rapid and continued growth over the last decade to become one of the fastest growing towns in the State.

As part of the Shire of Broome's commitment to quality services the Principal intends to contract out the cleaning of public amenities at the following locations;

- KRO (Stage 2 Building) Toilets and Foyer
- Shire Depot Toilets and Amenities Room
- Male Oval
- Town Beach
- Cable Beach
- Gantheaume Point

The amenities are all located within the township of Broome WA.

3.3 BACKGROUND

In general the Contractor will be required to:

- Supply all cleaning materials, disinfectants, consumables and chemicals required to conduct the Works;
- Purchase or hire any cleaning equipment or vehicles required;
- Ensure the safety of the general public and workers;
- Undertake cleaning activities at the sites in accordance with the specifications and schedules attached

3.4 SPECIFIC REQUIREMENTS

The Tenderer will be required to perform the work as identified in this specification, the Schedule of Information, the following standards and to the absolute satisfaction of the Principal (the Shire of Broome).

3.5 KRO STAGE 2 BUILDING FOYER AND DEPOT AMENITIES ROOM

FITTINGS, FURNITURE, ETC

Daily dust fittings, fixtures, furniture, skirtings, etc. spot clean all walls, external glazed doors, etc.

At the Shire Depot wipe down all refrigerators, wet areas and ice machine, external tables and empty ash trays;

WALL SURFACES

Daily remove all hand marks, smudges and smears from all internal walls.

FLOOR AREA WITHIN KRO FOYER

Weekly vacuum or sweep entire internal brick paved area and polished timber floor. The entire floor including the polished timber floor surface shall be spot cleaned as necessary to remove any stains and including the pick up of leaves and litter.

FLOOR AREA WITHIN DEPOT AMENITIES ROOM

Weekly sweep out and mop entire internal area. Spot clean when necessary. Weekly sweep external paved area.

HISTORIC MONUMENT, FURNITURE AND LIGHT FITTINGS

Weekly, dust historic electrical generator monument, furniture, benches and light fittings. Spot clean when necessary.

BINS AND WASTE BASKETS

Daily empty all bins and waste paper baskets, replace bin liners, wipe clean and return to stations from where they were taken.

Note: Emptying of external litter bins at the Shire Depot shall be done by others and does not form part of this contract.

COBWEBS

At minimum two (2) monthly intervals, clean down all spider webs and insect nests from internal walls, skylights, light fittings, wall and ceiling surfaces, cornices, window sills, reveals and heads, tops of cupboards, office chairs, picture frames and the like.

GLASS CLEANING

At minimum two (2) monthly intervals, clean all internal and external surfaces of the external glazed doors and windows. Cleaning may be carried out during normal office hours providing that there is no interference with or disturbance to the occupants of the building. Notwithstanding sub-clause (1), glass panels on external doors to be wiped clean to remove smudges, hand marks, insect droppings, etc daily or as necessary.

Note: Cleaning of glass windows to internal KRO offices are the responsibility of the tenants and does not form part of this contract.

Twice (2) per year clean all internal and external surfaces of all skylight windows to the KRO Foyer, excluding the central atrium.

EXTERNAL BRICK PAVED AREAS

Weekly sweep both entrances to KRO foyer from glazed doors to kerb line and the paved area outside the Depot Amenities room. Pick up all rubbish, broken glass, leaves, etc and when necessary hose down to remove food and drink spillage.

3.6 TOILET AMENITIES

- a) Each amenities facility shall be cleaned at the frequency as stated in the Schedule of Information attached.
- b) Daily clean up and remove all general rubbish and other foreign matter including glass within the toilet block building and within a five metre perimeter of the building, including garden beds, grassed areas and surrounding footpaths.

- c) Daily sweep all entrance ways and verandahs.
- d) Daily empty all waste bins in toilet, amenities rooms, foyer daily. All waste shall be deposited in bins provided outside the building.
- e) Daily scrub and wipe down all toilets, urinals, hand basins, taps sets, shower sets, mirrors, bench tops, nappy change areas, hand railing, door furniture and windows by the application of a suitable detergent and approved disinfectant.
- f) Daily replenish toilet paper, paper hand towel, liquid soap, tablet soap or urinal tablets as required at necessary levels to ensure availability for public convenience.
- g) Except for KRO Stage 2 Building, daily hose or wash/wipe down all interior walls, doors, partitions, shower recesses and floors, scrub with a suitable detergent cleaner and disinfect as required. Pay particular attention to edges and covered areas so that the original surfaces throughout building are clean and free of dirt, sand, mould and other foreign matter. On no account shall acidic chemicals be used.
- h) For KRO Stage 2 Building, do not hose down but rather daily wash/wipe down all interior walls, doors, partitions, shower recesses and floors, scrub with a suitable detergent cleaner and disinfect as required. Pay particular attention to edges and covered areas so that the original surfaces throughout building are clean and free of dirt, sand, mould and other foreign matter. On no account shall acidic chemicals be used. Mop out all excess water.
- i) Daily sweep out any surplus water remaining on floor areas after hose out and dry off basins, mirrors, toilet seats and other bench seating.
- j) Daily spray internal amenities areas with scented deodoriser when all other jobs have been completed prior to leaving.
- k) Daily, carry out an internal and external visual assessment of the general state of repair of the building; check all fixtures and structure for serviceability and report to Council's Customer Service Desk during or at the completion of Cleaner's service run any items in disrepair.
- l) Monthly clean down all cobwebs and insect nests from light fittings, wall and ceiling surfaces, cornices, window sills, reveals and heads and the like.
- m) Monthly debug all light fittings.
- n) Every two (2) months clean all toilet exhaust fan diffusers, light fittings and ceiling fans when necessary.
- o) At minimum two (2) times per annum, preferably in mid May and late September, pressure clean or scrub all floor areas including immediate entry pathways and surrounding paths where applicable within the 5 metre radius as stated in clause a).
- p) When necessary, the contractor shall attempt in the first instance to free any blocked toilet pans by the use of a plunger prior to, in the event the blockage cannot be released, reporting the blockage to Council's Customer Service Desk.
- q) Maintain composting systems associated with assets located at Gantheaume Point as per schedules and or manuals.
- r) Maintain septic systems associated with assets located at the Depot as per schedules and or manuals.
- s) Report any graffiti on internal or external surfaces to the Customer Service Desk so removal can be arranged.
- t) The contractor shall at all times carry an approved sharps container to ensure correct disposal of sharp items. *Appropriate container & lifting tongs to be supplied by the Contractor.

3.7 SUPPLY OF ALL MATERIALS AND EQUIPMENT

All materials, consumables, signs and equipment required to carry out the cleaning tasks, including as identified above, shall be supplied by Contractor.

3.8 SANITARY DISPOSAL FACILITIES

The supply and servicing of sanitary disposal facilities (SDF) in each female and unisex toilet facility is carried out under a separate contract. It does not form part of this contract.

3.9 ADVERTISEMENTS AND PROMOTION

The Contractor may erect on site, or permit to be erected on site, only those signs:

- required by law;
- specified in the Contract documents; and
- required to inform the public of cleaning activities.

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 Principal.

3.10 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 site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all Sub-contractors observe similar care.

The Contractor shall arrange his operations and shall provide silencing equipment to his plant, at his own expense, to whatever extent is necessary to satisfy the requirements of the Local Authority Health Department in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

3.11 SITE CONTROL

The Contractor shall at all times:

- Be responsible for the opening of the following public facilities prior to cleaning work beginning in the morning. Keys will be provided for the purpose:-
 - a) Male Oval Public Toilets
 - b) Town Beach Amenities
 - c) Cable Beach Amenities
- comply with the regulations and restrictions imposed by the Principal relating to the interruption of existing services and facilities and any other regulations in force on the site;
- comply with all statutes, regulations and by-laws relating to the protection of the environment; and
- store flammable or explosive products in accordance with the relevant statutes and to the approval of the Principal.

3.12 DUST, DIRT, WATER AND FUMES

The Contractor shall prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like on to persons or property

3.13 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.

3.14 REFUSE DISPOSAL

All site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Principal.

3.15 WORKING HOURS AND CLEANING TIMES

The Works to be performed under the Contract shall be attended to on each day stated in the Schedule of Information and be undertaken within restricted working hours as follows:

- Monday to Friday 6.00am – 6.00pm;
- Saturday – Sunday 8.00am – 4.00pm;

In particular the Contractor shall generally observe the following preferred indicative times for the cleaning of particular facilities unless agreed otherwise in writing:

- Male Oval – 7.00-8.00am;
- Town Beach – 8.00-9.00am;
- Cable Beach – 9.00-10.00am;
- Shire Depot Toilets – 10.00-11.00am;
- KRO Stage 2 Toilets and Foyer – 11.00am-12.00noon;
- Gantheaume Point – 1.00-2.00pm;

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours. In particular, the Contractor may be liable for all expenses in connection with additional attendance by the Principal's contract supervision staff.

3.16 OCCUPATIONAL SAFETY & HEALTH

All Contractors shall ensure that they, their plant, equipment and personnel (including subcontractors or sub-suppliers) comply with the Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996. Contractor shall take account of any site specific safety issues identified by the Principal, as necessary to perform the Works. The Contractor is required to comply with local site rules and regulations

Contractor's personnel may be required to attend an induction by the Principal.

3.17 EMPLOYEES, SUBCONTRACTORS AND VOLUNTEERS

The Contractor is responsible for the activities of its employees, subcontractor(s) and volunteer(s) with respect to the Works, including, but not limited to administering, coordinating, supervising and generally attending upon the execution of work under the Contract. The Contractor shall provide for each employee, subcontractor or volunteer all normal facilities for the proper performance of the work under the contract including but not limited to: (a) access to site; (b) storage areas; (c) water, light and power supplies; (d) sanitary conveniences; (e) statutory amenities for

drinking water, messing and changing; (f) storage of tools; (g) first aid and safety measures; and any additional facilities required.

Any employee, subcontractor(s) and/or volunteer(s) are bound by the terms and conditions of the Contract as for the Contractor, including the Safety and Health Act 1984 and the Occupational Safety and Health Regulations of 1996.

3.18 PLANT AND MACHINERY

The Contractor shall ensure that all operators of any plant and machinery to be utilised in conducting these Works must be a competent or certified operator as applicable.

3.19 AUTHORITIES

The Contractor shall ensure that all works comply with relevant authorities, codes and standards relevant to the State of Western Australia.

3.20 PRECEDENCE OF DOCUMENTS

This Specification is to be read in conjunction with the General Conditions of Contract. However, if a conflict between any clauses in these documents becomes apparent, then the clauses in this Specification shall have precedence.

3.21 PUBLICITY

The Contractor must not make any public statements or releases to the media concerning the Works without the prior written approval of the Principal.

All requests for information from the general public must be handled in a courteous manner and where applicable the contractor shall encourage the general public to make enquiries through the Principal.

3.22 NATURE AND QUANTITY OF WORK

The Principal does not give any assurance as to the nature or quantity of work that could be allocated.

3.23 CONTRACTORS PERFORMANCE

The Contractors performance shall be measured by:

- Cleaning Services delivered in accordance with the Specification and Schedules;
- Courteous relationship with the Client and patrons;
- Sound communications between the Client and the Contractor;
- Assessments randomly carried out by supervisory staff utilising the Cleaning Performance Rating Inspection report;

SCHEDULE OF INFORMATION

Under this contract the public amenities and parts of buildings shall be cleaned in accordance with the Specifications and at the frequency stated below.

3.21 Buildings and Other Areas

- 3.21.1 KRO Stage 2 Toilets, Daily, Monday — Friday, five (5) days;
- 3.21.2 KRO Stage 2 Foyer, Daily, Monday — Friday, five (5) days;
- 3.21.3 Shire Depot Toilets, Daily, Monday — Friday, five (5) days;
- 3.21.4 Shire Depot Amenities Room, Daily, Monday — Friday, five (5) days;

3.22 Public Toilets

- 3.22.1 Male Oval, Daily, Monday — Sunday, seven (7) days;
- 3.22.2 Town Beach, Daily, Monday – Sunday, seven (7) days;
- 3.22.3 Cable Beach – Daily, Monday – Sunday, seven (7) days;
- 3.22.4 Gantheaume Point – Daily, Monday – Sunday, seven (7) days;

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SHIRE OF BROOME

CLEANING PERFORMANCE RATING INSPECTION REPORT

LOCATION

QUALITY AREA ACTION

CIRCLE ONE

AGREED REMEDIAL

INTERNAL

Floors, walls, partitions

1 2 3 4 5

Basins, counters, fittings, mirrors,

1 2 3 4 5

Toilet bowls, seats, lids, urinals,

1 2 3 4 5

Showers

1 2 3 4 5

Rubbish removal, refill dispensers

1 2 3 4 5

Door and ceiling grilles

1 2 3 4 5

Windows

EXTERNAL

1 2 3 4 5

External areas within 5m

1 2 3 4 5

Rubbish removal, debris litter

1 2 3 4 5

Walls, under roof, eaves

Scoring – 1. Not cleaned, 2. Poorly cleaned, 3. Fair, 4. Good, 5. Excellent

CLIENT	CONTRACTOR
SIGNED:	SIGNED:
DATE:	DATE:

4. GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND THE PROVISION OF GENERAL SERVICES

GENERAL CONDITIONS OF CONTRACT

**FOR THE SUPPLY OF GOODS AND THE
PROVISION OF GENERAL SERVICES**

4.1 CONSTRUCTION OF CONTRACT

The Contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of that State.

4.2 DEFINITIONS

In the Contract, except where the context otherwise requires:

'Clause' means a clause of these General Conditions.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means:

- (a) the monetary consideration stated in the Contract for the sale of the Goods to the Principal whether expressed as a lump sum or price per unit or by weight or volume or otherwise;
- (b) where payment is to be made on a Lump Sum Basis, the sum which is stated in the contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- (c) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- (d) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a), (b), (c) and (d) above, but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'Contractor' means the party named in the Contract as the seller of the Goods and the supplier of the Services the subject of the Contract.

'Date for Delivery' means:

- (a) where the Contract or Order specifies a date for delivery, that date; or
- (b) where the Contract or Order specifies a period of time for delivery, the last day of that period.

'Goods and Services' means the goods the subject of the Contract or such of them as shall be described in the Order and the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'Local Government' means any local government established under the *"Local Government Act 1995"* or the Principal.

'Officer' means any officer or person authorised by the Principal to act on its behalf for the purpose of the Contract.

'Order' means a purchase order from the Principal to the Contractor requiring the supply of specific Goods and Services.

'Principal' means the Local Government known as the Shire of Broome.

'Specification' means any Special Conditions, Technical Specification, Drawings and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any

inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

Unless the context otherwise requires, the singular includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

4.3 EVIDENCE OF CONTRACT

The Contract shall be evidenced by the Special Conditions of Contract, General Conditions of Contract, Specifications, Tender, Letter of Acceptance and all things referred to therein.

The precedence of documents in the event of a conflict or inconsistency shall follow the sequence as detailed above.

Should any part of the Contract be held in law to be invalid, that part shall be severed from the Contract and the remainder of the Contract shall have full force and effect.

4.4 NOTICES

Any notice or other communication under the Contract shall be in writing and signed and shall be given or served by:

- (a) Hand delivery or prepaid post to the address of the recipient specified in the Contract or at such other address as may from time to time be notified in writing to the party giving the notice by the intended recipient but in any event to the last notified address: or
- (b) Facsimile transmission to the facsimile number of the recipient specified in the Contract or at such other number as may from time to time be notified in writing to the party giving the notice by the intended recipient but in any event to the last notified number.

A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

4.5 CONTRACTOR TO HAVE INFORMED ITSELF

The Contractor shall be deemed to have:

- (a) Examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Principal to the Contractor for the purpose of tendering; and
- (b) Examined the site (each amenities building) and its surroundings (if applicable); and
- (c) Satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the contract; and
- (d) Obtained and properly examined all information relevant to the risks, contingencies and other circumstances that may have had an effect on its tender and which was obtainable by the making of reasonable enquiries.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

4.6 COMPLYING WITH STATUTORY REQUIREMENTS

4.6.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the

Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.

4.6.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the "Occupational Health, Safety and Welfare Act 1984" and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.

4.6.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

4.6.4 If such a requirement necessitates a change to the work under the Contract, the Principal may order a variation. Except to the extent that a variation is ordered by the Principal as set forth above, the Contractor shall bear the cost of complying with the requirement.

4.7 ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not without the prior written approval of the Principal:

- (a) Assign the Contract, or any part thereof or any payment thereunder. Approval to assign shall be on terms and conditions determined by the Principal.
- (b) Subcontract the whole or any part of the Contract. Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract.

4.8 INDEMNITY

The Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal or employees, professional Contractors or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the sale or delivery of the Goods or the supply or provision of the Services by the Contractor or its employees, agents or subcontractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding.

Notwithstanding the preceding paragraph, the Contractor shall not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional Contractors or agents of the Principal nor for any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

4.9 PATENT RIGHTS/COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

4.9.1 The Contractor warrants that neither the Goods or Services nor any design, documents or methods of working provided by the Contractor will infringe any patent, registered design, trademark or name, copyright or other protected right.

4.9.2 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.

- 4.9.3 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 4.9.4 In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise there from and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

4.10 SPECIFIED BRANDS OF GOODS

Where a particular brand of Goods is specified in the Contract, no other brand shall be supplied unless otherwise approved in writing by the Principal.

4.11 PRICE VARIATIONS

- 4.11.1 Contract prices shall be firm unless otherwise stated in the Contract.
- 4.11.2 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Principal full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Principal may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.
- 4.11.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Principal evidence to verify each claim for payment.
- 4.11.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.
- 4.11.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Principal immediately they occur and the Contractor shall repay to the Principal the full amount of any overpayment made by the Principal within fourteen (14) days of the reduction being authorised by the Principal.
- 4.11.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Principal as far in advance as practicable of the date from which the variation is sought to commence.
- (a) All variations approved by the Principal shall operate from a date determined by the Principal, which shall not be earlier than the date of the formal application for variation.
- (b) The onus shall be upon the Contractor to prove to the satisfaction of the Principal all details of any variation claimed.
- 4.11.7 In all matters of price variations (up or down) the Contractor shall make available to the Principal within the time specified by the Principal such information, records, facts and figures as the Principal shall require. Failure to

supply the required information, records, facts and figures shall entitle the Principal to refuse the variation.

4.11.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

4.12 QUALITY OF GOODS AND SERVICES

4.12.1 All Goods and Services shall conform to the Specification and the standards specified in the Contract.

4.12.2 Where no standards are specified in the Contract, the Goods and Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the British Standards Institution, the International Standards Organisation or such other standard as the Principal shall consider appropriate.

4.12.3 If no standards are applicable, the Goods supplied shall be suitable for their purpose as stated in the Contract and fully capable of their intended use and the Services shall be of the highest standard and carried out promptly with all due skill, care and diligence.

4.13 SUPPLY OF GOODS AND SERVICES BY ORDER

4.13.1 The Contractor shall fulfil all Orders for Goods and Services placed by the Principal during the term or currency of the Contract.

4.13.2 Where the Contract is for the supply of Goods by reference to:

- (a) 'Variable Quantities', the Principal shall not be required to purchase all or any Goods listed EXCEPT such of the Goods as may be ordered by the Principal.
- (b) 'Approximate Quantities', the quantities stated shall be regarded as an estimate only of the quantity which may be required. The Principal shall not be bound to purchase the exact nominated quantity of Goods, but the quantity ordered may vary within a margin not exceeding 25 percent above or below the nominated approximate quantity and any such variance shall not affect the unit price of the Goods.
- (c) 'Fixed Quantities', the Principal shall purchase the actual quantity shown.
- (d) The Principal may order requirements of any one type or item of the Goods either in one single lot or instalments or in such quantities as may be required.

4.13.3 Where the Contract is for the supply of Services by reference to:

- (a) A list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed EXCEPT such of the Services as may be ordered by the Principal from time to time during the period of the Contract.
- (b) Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.
- (c) The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.

- (d) Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

4.14 DELIVERY OF GOODS AND SERVICES

- 4.14.1 The Contractor shall deliver the Goods and Services in full to the locations and at the times stated in the Contract or Order as the case may be. In this respect time shall be of the essence of the Contract.
- 4.14.2 Upon it becoming evident to the Contractor that delivery of the Goods and Services is likely to be delayed beyond the Date for Delivery, the Contractor shall promptly notify the Principal in writing. Such notification shall not release the Contractor from its obligation to deliver by the Date for Delivery or from any other obligation under the Contract, unless the Principal otherwise agrees in writing. The Contractor shall not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with the delay.
- 4.14.3 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

4.15 EXPENSES OF DELIVERY OF GOODS

Unless otherwise provided in the Contract, the Contractor shall pay all delivery, packaging, freight, insurance, and other charges whatsoever, in connection with the delivery of the Goods and the return of any Goods wrongly supplied.

4.16 RECEIPT AND ACCEPTANCE

- 4.16.1 Delivery, receipt and completion of the Goods and Services shall not of itself constitute acceptance of the Goods or Services by the Principal, with acceptance being subject to the approval of the Officer.
- 4.16.2 The Principal shall be deemed to have accepted the Goods and Services when:
 - (a) the Officer notifies the Contractor that the Goods and Services have been accepted; or
 - (b) when after the lapse of 14 days the Principal retains the Goods without notifying the Contractor that the Goods have been rejected PROVIDED THAT where it is a term of the Contract that the Goods be installed and/or commissioned that the Principal shall not be deemed to have accepted the Goods unless the Goods are satisfactorily installed and/or commissioned within the period stipulated in the Contract or, if no period is stipulated, within a reasonable period.
- 4.16.3 The risk of any damage, deterioration, theft or loss of the Goods after delivery but prior to acceptance shall remain with the Contractor except where the damage, deterioration, theft or loss results from a negligent act or omission of the Principal or its agents or employees.
- 4.16.4 Where prior to acceptance, the Goods are found to be defective or not in accordance with the Contract, the Principal may reject any or all of the Goods (the Rejected Goods).

4.17 REJECTION AND REMOVAL OF GOODS

- 4.17.1 The Officer shall notify the Contractor in writing within a reasonable time of the rejection of Goods and may direct that the rejected Goods be removed and either replaced or rectified by the Contractor at the Contractor's expense within such reasonable time as the Officer may direct.

4.17.2 Should the Contractor fail to duly and properly remove, replace or rectify the rejected Goods within the time specified in the notice of rejection the Principal shall be entitled to:

- (a) Exercise a general lien upon the Goods to cover all costs, fees and expenses of the Principal; and
- (b) Sell the rejected Goods; or
- (c) Have the Goods redelivered at the Contractor's risk and expense to the Contractor's premises, where the Contractor shall afford every facility to accept redelivery of the rejected Goods.

4.17.3 The Principal shall not be responsible for the care or custody of any rejected Goods.

4.17.4 Where the Contractor fails to deliver the Goods by the Date for Delivery, or where Goods are rejected and the Contractor fails to replace the rejected Goods or to deliver Goods conforming to the Contract forthwith upon written notice to do so, the Principal;

- (a) Shall have the right to purchase from another supplier substitute Goods of the kind and quality ordered; or
- (b) Where it is not possible or practicable to purchase from another supplier substitute Goods of the kind or quality ordered, purchase Goods which in the opinion of the Principal are most suitable, even though such Goods be of a superior kind and quality.

In both cases any extra cost or expense incurred over and above the Contract Price, shall be a debt due from the Contractor to the Principal.

4.18 DEFICIENT GOODS

4.18.1 Where after acceptance, the Goods are subsequently found not to be in accordance with the Contract or of an inferior quality, or differing from those ordered (whether by sample or quality), ("the deficient Goods"), the Principal may notify the Contractor of the deficiency, and require the Contractor to forthwith:

- (a) Remove the deficient Goods from the Principal's premises and at the Contractor's expense either to replace them with Goods conforming to the Contract or to rectify them to conform; or
- (b) Refund the price paid and thereupon to remove the deficient Goods from the Principal's premises;

4.18.2 Upon a refund of the price paid for the deficient goods, property therein shall revert to the Contractor.

4.18.3 Any expense incurred by the Principal shall be a debt due from the Contractor to the Principal.

4.18.4 The Principal shall not be entitled to exercise any rights under this clause in respect of any defects or deficiencies that ought to have been apparent on reasonable examination of the Goods prior to acceptance.

4.18.5 Where the deficient Goods are not forthwith replaced or rectified by the Contractor as aforesaid the Principal may exercise the powers contained in Sub-Clauses 4.18.2, 4.18.4 and 4.30.2 as if the same referred to the deficient Goods under the provisions of this Clause and the provisions of Sub-Clauses 4.18.2, 4.18.3, 4.18.4 and 4.30.2 were set out herein.

4.19 FAILURE TO PROVIDE GOODS AND SUPPLY SERVICES

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the goods and services at any time or in any

place the Principal may without being liable in any way to the Contractor obtain or acquire such Goods and Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

4.20 POWER TO ACT FOR THE PRINCIPAL

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal.

4.21 WARRANTIES

The Contractor shall obtain all warranties specified in the Contract including any warranties that are obtained by any subcontractor, and shall ensure that the Principal will have the benefit of the said warranties.

4.22 VARIATION TO CONTRACT TERMS

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, except by the express written agreement of the Principal.

4.23 SPECIAL PRICING AND OFFERS

4.23.1 Any special price, licence fee, rate or charge in relation to the Goods and Services, or goods and services of a like nature which is offered by the Contractor to any Local Government and which is lower than under the Contract, shall be made available to the Principal and all purchasers.

4.23.2 The Contractor, through the period within which that special price, licence fee, rate or charge is being offered, shall only be bound to comply with the above, where the purchase is of similar circumstances and under substantially the same terms and conditions.

4.24 PAYMENT

4.24.1 Payments shall be made upon the presentation of a monthly tax invoice in accordance with the Price Schedule, provided that the Goods and Services have been accepted and approved by the Principal.

4.24.2 Unless otherwise provided in the Contract all payments shall be made within 30 days of receipt of the Contractor's invoice or claim, provided that the Goods and Services have been accepted and approved by the Principal.

4.24.3 Failure by the Principal to pay the amount payable at the due time, will not be grounds to invalidate or void the Contract.

4.24.4 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price unless otherwise provided in the Contract.

4.25 SUSPENSION OF PAYMENTS

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contractor until such instructions have been complied with.

4.26 DEDUCTION OF CHARGES OR DEBTS

4.26.1 Without limiting the Principal's rights under the any of the foregoing clauses hereof any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

4.26.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses,

losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other contract or contracts which may be subsisting between the Contractor and the Principal for the time being.

4.27 STAMP DUTY

The Contractor shall pay all stamp duties in connection with the Contract.

4.28 GOODS AND SERVICES TAX

4.28.1 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", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.

4.28.2 Where the supply of the Goods and Services or any part thereof is a taxable supply under the GST Act:

- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
- (b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.
- (c) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.

4.28.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Goods and Services under the Contract.

4.29 CUSTOMS AND EXCISE DUTIES

4.29.1 The Contract Price shall, unless otherwise stated, be inclusive of all applicable customs excise, levies, duties, taxes and charges at the rates in force at the date of closing of tenders.

4.29.2 The Contractor shall, if so requested, provide information as to the Customs Tariff classification, the amount of duty payable, its application to the Contract Price and date or proposed date of importation.

4.29.3 The Contractor shall:

- (a) If the Principal so requires, pay any dumping duty or security therefore which may be levied or demanded under the "*Australian Customs Tariff (Anti Dumping) Act 1975*", in respect of the Goods supplied under the Contract direct to the Principal or to the Australian Customs Service as the case may be.
- (b) Indemnify and keep indemnified the Principal against any liability for such dumping duty or security.

4.30 SETTLEMENT OF DISPUTES

- 4.30.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 4.30.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Goods and Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.
- 4.30.3 Subject to the provisions of 4.30.2, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- 4.30.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected :
- (a) By an arbitrator mutually agreed upon between the parties; or
 - (b) In default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,
- in accordance with the provisions of the "*Commercial Arbitration Act 1985*".

4.31 TERMINATION OF CONTRACT

- 4.31.1 Subject to Clause 4.30, if the Contractor fails to duly and punctually observe perform and comply with any term, condition or stipulation on the part of the Contractor contained or implied in the Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe perform and comply with such term, condition or stipulation or otherwise to remedy the breach; or
- (a) If the Contractor (being a corporation) goes into liquidation (except for the purpose of reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary administration; or
 - (b) If the Contractor (being a natural person) commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a Deed of Arrangement for the benefit of its creditors; or
 - (c) If the Contractor assigns or subcontracts the Contract or any part thereof without the prior written consent of the Principal; or
 - (d) If the Contractor includes in its Tender any statement, representation, fact, matter, information or thing which is false untrue incorrect or inaccurate, whether known to the Contractor or not;

THEN and in any of the said cases, if the Principal considers that damages may not be an adequate remedy, the Principal may by notice in writing to the Contractor forthwith terminate the Contract whether any Orders remain outstanding or not and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete the Contract.

- 4.31.2 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the abovementioned

matters and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.

4.32 WAIVER

No forbearance, delay or indulgence by the Principal in enforcing the provisions of the Contract shall prejudice, restrict or limit the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

4.33 ENTIRE AGREEMENT

The Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the Principal and the Contractor relating to the Goods and Services.

4.34 RIGHTS AND REMEDIES

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether at law or under the Contract.

4.35 INSURANCE

4.35.1 Without limiting its obligations and responsibilities, the Contractor shall take out Insurance for the entire Contract period under the following headings;

(a) **Public Liability:**

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million (AU\$10,000,000) in respect of Death, Property Damage and Bodily Injury.

(b) **Workers Compensation:**

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the *Workers' Compensation and Injury Act 1981* or at Common Law.

(c) **Product Liability:**

Product liability Insurance taken out by the Contractor is to provide a minimum limit of liability of to the value of the Contract sum in respect of any one occurrence and for an unlimited number of claims.

4.35.2 The Contractor is to provide the Principal with Certificates of Currency and/or a copy of the Policy wording confirming as laid down within the tender document (if not mentioned, within seven (7) days) that the above Insurance policies are in place for the entire Contract period.

4.35.3 The Contractor at the discretion of the Principal may be required to provide the Principal with a Risk Management Plan relating to the Contract in accordance with AS/NZS 4360-2004 Risk Management.

4.36 INDUSTRIAL AWARDS

4.36.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.

4.36.2 Failure by the Contractor to comply with sub clause 4.36.1 hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

4.37 DEFECTS

- 4.37.1 The Contractor shall provide to the Principal a defects liability period of fifty two weeks.
- 4.37.2 The defects liability period shall commence once the Works have been completed to the satisfaction of the Principal in its sole discretion.
- 4.37.3 All defects identified by the Principal during the Defects Liability period shall be rectified by the Contractor in the Principal's reasonable discretion.

4.38 RECORD KEEPING REQUIREMENTS

- 4.38.1 All manuals, drawings, computer programs or other records supplied by the Principal to the Contractor during the course of the Contract shall be returned to the Principal upon termination or completion of the Contract.
- 4.38.2 The Contractor shall ensure that all records relevant to or created in the course of this Contract are held in a safe and secure manner, in line with industry best-practices, ie. Backups completed, paper-records are held in fire-proof environment.
- 4.38.3 The Principal will be provided access to all records held by the Contractor associated with this Contract within twenty four (24) hours of written request. Such requests will be in the support of Contract performance measuring, general information resource for the Principal, or to meet Freedom of Information legislation requirements.

4.39 REPORTING REQUIREMENTS

In addition to supplying immediate reports for maintenance and/or repairs to Customer Service, the Tenderer shall supply a monthly report to the Principal's Representative specifying dates and details with respect to the following:

- Theft of any consumables from premises
- Non-operating building components
- Vandalism of building of fittings
- Graffiti reported for removal
- Damaged or broken glass panels requiring repair
- Any inability to attend and reasons
- Any other matters considered relevant

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5. TENDERER'S OFFER

5.1 OFFER FORM

Chief Executive Officer
Shire of Broome
PO Box 44
Cnr Haas and Weld Streets,
BROOME, WA....6725

I / We (The Tenderer) _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/GST Status _____ ACN (if any) _____

In response to RFT 0907 Cleaning of Public Amenities

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.

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 price is valid up to ninety (90) calendar days from the date of the tender closing unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

In accordance with the Request supplied to me/us for the purpose of tendering hereby offer the price schedules attached.

Dated this _____ day of _____ 20_____

Tenderer's Registration/License number: _____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

5.2 TENDERER INFORMATION

REGISTERED BUSINESS NAME: _____

A.B.N NUMBER _____

TRADING NAME: _____

REGISTERED BUSINESS ADDRESS: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

FACSIMILE NO: _____

NAME & POSITION OF DIRECTORS
AUTHORISED TO ACT ON BEHALF
OF TENDERER _____

CONTACT PERSON (1) _____

MOBILE PHONE NO: _____

CONTACT PERSON (2) _____

MOBILE PHONE NO: _____

5.3 PRICE INFORMATION

Tenderers must complete the following 'Schedule of Rates' price schedule.

Before completing the price schedule, Tenderers should ensure they have read this entire Request. All prices offered under this Contract shall be fixed for the first twelve months of operation after which they shall be subject to annual adjustments in accordance with the Consumer Price Index as published by the Australian Bureau of Statistics for Perth (all groups) or any substitute accepted by the Government of the Commonwealth of Australia from time to time as a measure of the increase in the cost of living.

Unless otherwise indicated prices tendered must include travel, accommodation, 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.

5.4 SCHEDULE OF RATES

Lump Sum Price

The Principal shall pay the Lump Sum Contract Price for the performance of Services, which includes all costs, labour, materials and incidental expenses.

The lump sum is broken down into monthly parcels for ease of making and assessing Claims for progress payments. These will be paid based on completion of the preceding month's work provided that they been accepted and approved by the Principal.

5.4 PRICE SCHEDULE (SCHEDULE OF RATES)

I/We.....

of(Name)

(BLOCK LETTERS)

Hereby tender, subject to the Conditions of Tendering and Specifications, and Special and General Conditions of Contract for the cleaning of toilets and amenities buildings as per the Schedule of Information and the Specification, attached hereto,

the total sum of

..... Dollars

(BLOCK LETTERS)

\$ (GST Inclusive) **for the 12 Month Period**, payment for which will be made upon satisfactory completion of the Services.

The total price comprises the following components **for the 12 Month Period**:-

- Male Oval KRO Toilets and Foyer\$(GST Inclusive)
- Town Beach\$(GST Inclusive)
- Cable Beach\$(GST Inclusive)
- Depot Toilets and Amenities Room\$(GST Inclusive)
- KRO Stage 2 Building Toilets and Foyer\$(GST Inclusive)
- Gantheaume Point\$(GST Inclusive)

The Work will be invoiced at the combined rate of:-

\$ (GST Inclusive) **per Month**.

Further, I/We agree to undertake any extra authorised cleaning work at the rate of :-

\$ (GST Inclusive) **per hr** as per the Specification.

Signed

Name

(BLOCK LETTERS)

Witness:

Name

(BLOCK LETTERS)

5.5 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment. (NOTE: All pages within Part 5 are to be completed and returned to the Client as they form part of your Tender submission).

5.5.1 ORGANISATIONAL INFORMATION

Attach a copy of your organisation structure and provide background information on your company and label it "**Organisation Information**".

"Organisation Information"	Tick if attached	
----------------------------	------------------	--

5.5.2 AGENTS

Are you acting as an agent for another party? Yes / No

If Yes, attach details (including name and address) of your Client and label it "**Agents**".

"Agents"	Tick if attached	
----------	------------------	--

5.5.3 TRUSTS

Are you acting as a trustee of a trust? Yes / No

If Yes, in an attachment labelled "**Trusts**":

- (a) give the name of the trust and include a copy of the trust deed (and any related documents);and
- (b) if there is no trust deed, provide the names and addresses of beneficiaries.

"Trusts"	Tick if attached	
----------	------------------	--

5.5.4 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements? Yes / No

If Yes, in an attachment labelled "**Subcontractors**" provide details of the subcontractor(s) including:

- (a) the name, address and the number of people employed; and
- (b) the Requirements that will be subcontracted.

"Subcontractor"	Tick if attached	
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5.5.5 CONFLICTS OF INTEREST

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? Yes / No

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 and label it "**Conflicts of Interest**".

"Conflicts of Interest"	Tick if attached	
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5.5.6 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due? Yes / No

Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?
Yes / No

If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?
Yes / No

In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “**Financial Position**” 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.

“Financial Position”	Tick if attached	
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5.5.7 SUSTAINABILITY

Supply evidence or details of your ability to minimise negative social and ecological impacts in the development of the land in an attachment labelled “**Sustainability**”.

“Sustainability”	Tick if attached	
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5.5.8 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “**Insurance Coverage**”. A copy of the Certificate of Currency is to be provided to the Client within 14 days of acceptance.

“Insurance Coverage”	Tick if attached	
----------------------	------------------	--

Type Insurer – Broker Policy Number Value (\$) Expiry Date

- Professional Indemnity Insurance
- Public Liability
- Workers Compensation or Personal Accident Insurance
- Property Insurance for Contractor goods

5.5.9 ORGANISATIONAL CAPABILITIES/EXPERIENCE

Tenderers must, as a minimum, address the information requested in the Qualitative Selection Criteria for “Organisational Capabilities/Experience” attach it and label it as “**Organisational Capabilities/Experience**”

“Organisational Capabilities/ Experience”	Tick if attached	
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5.5.10 KEY PERSONNEL

Tenderers must, as a minimum, address the information requested in the Qualitative Selection Criteria for “Key Personnel” and label it as “**Key Personnel**”.

“Key Personnel”	Tick if attached	
-----------------	------------------	--

5.5.11 PERFORMANCE

Tenderers must, as a minimum, address the information requested in the Qualitative Selection Criteria for “Performance” and label it as “**Performance**”.

“Performance”	Tick if attached	
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5.6 PRICE INFORMATION

5.6.1 PRICING

The tendered price(s) will be considered along with related factors affecting the total cost to the Client. Early settlement discounts, lifetime costs, Client’s contract management costs may also be considered in assessing the best value for money outcome.

“Pricing”	Tick if attached	
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5.6.2 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts? Yes / No

If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “**Discounts**”.

“Discounts”	Tick if attached	
-------------	------------------	--