



## REQUEST FOR TENDER

<b>Request for Tender</b>	<b>RFT 25/26-09 Design &amp; Construction of Narrogin Regional Leisure Complex (NRLC) Energy Efficiency Project</b>
<b>Deadline For Submission of Tender</b>	<b>2:00pm AWST, Tuesday 24 February 2026</b>
<b>Address for Delivery</b>	<u>Tenders must be submitted electronically to:</u> <b>Email: <a href="mailto:rft@narrogin.wa.gov.au">rft@narrogin.wa.gov.au</a></b>
<b>Shire's Representative Contact person:</b>	Ian Graham Executive Manager Corporate & Community Services  Email: <a href="mailto:emccs@narrogin.wa.gov.au">emccs@narrogin.wa.gov.au</a> Mobile: 0448 377 088
<b>RFT Number</b>	<b>25/26-09</b>

# TABLE OF CONTENTS

<b>1</b>	<b>DESCRIPTION AND BACKGROUND</b> .....	<b>4</b>
<b>2</b>	<b>PRINCIPAL'S REQUEST</b> .....	<b>5</b>
2.1	CONTRACT REQUIREMENTS IN BRIEF .....	5
2.2	TENDER DOCUMENTS.....	5
2.3	DEFINITIONS .....	5
2.4	HOW TO PREPARE YOUR TENDER.....	6
2.5	CONTACT PERSON .....	6
2.6	TENDER BRIEFING/SITE INSPECTION .....	6
2.7	EVALUATION PROCESS.....	7
2.8	SELECTION CRITERIA .....	7
2.8.1	COMPLIANCE CRITERIA .....	7
2.8.2	QUALITATIVE CRITERIA .....	7
2.8.3	PRICE CONSIDERATIONS.....	8
2.9	PRICE BASIS.....	8
2.9.1	CUSTOMS DUTY .....	8
2.9.2	SITE ALLOWANCES.....	8
2.10	PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION .....	8
<b>3</b>	<b>CONDITIONS OF TENDERING</b> .....	<b>9</b>
3.1	LODGEMENT OF TENDER AND DELIVERY METHOD .....	9
3.2	REJECTION OF TENDERS.....	9
3.3	LATE TENDERS.....	9
3.4	ACCEPTANCE OF TENDERS .....	9
3.5	DISCLOSURE OF CONTRACT INFORMATION .....	9
3.6	BUILDERS REGISTRATION ACT.....	9
3.7	GENERAL CONDITIONS OF CONTRACT .....	9
3.8	TENDER VALIDITY PERIOD .....	10
3.9	REGIONAL PRICE PREFERENCE .....	10
3.10	PRECEDENCE OF DOCUMENTS.....	10
3.11	PAYMENT OF INDUSTRY TRAINING FUND LEVY .....	10
3.12	REGISTRATION OR LICENSING OF CONTRACTORS.....	10
3.13	ALTERNATIVE TENDERS.....	10
3.14	MONETARY VALUES .....	10
3.15	TENDERERS TO INFORM THEMSELVES.....	11
3.16	ALTERATIONS.....	11
3.17	OWNERSHIP OF TENDERS .....	11
3.18	RISK ASSESSMENT.....	11
3.19	CANVASSING OF OFFICIALS.....	11
3.20	IDENTITY OF THE TENDERER .....	12
3.21	COSTS OF TENDERING.....	12
3.22	TENDER OPENING .....	12
3.23	IN-HOUSE TENDERS .....	12
<b>4</b>	<b>SPECIFICATION</b> .....	<b>12</b>
4.1	INTRODUCTION .....	12
4.2	BACKGROUND INFORMATION.....	12
4.3	SPECIFIC REQUIREMENTS OF THE CONTRACT.....	13
4.4	IMPLEMENTATION TIMETABLE .....	13
<b>5</b>	<b>AS 4902-2000 DESIGN &amp; CONSTRUCT GENERAL CONDITIONS OF CONTRACT</b> .....	<b>13</b>
<b>6</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b> .....	<b>13</b>
6.1	ADVERTISEMENTS AND PROMOTIONS ON SITE .....	13
6.2	PUBLICITY .....	13

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6.3	DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION.....	13
6.3.1	COPIES OF DOCUMENTS.....	13
6.3.2	DRAWINGS.....	13
6.4	ENVIRONMENTAL PROTECTION.....	14
6.4.1	NOISE CONTROL.....	14
6.4.2	SITE CONTROL.....	14
6.4.3	SOIL EROSION.....	14
6.4.4	DUST, DIRT, WATER AND FUMES.....	14
6.4.5	VEHICLES.....	14
6.4.6	REFUSE DISPOSAL.....	14
6.4.7	SMOKING ON CONSTRUCTION SITES.....	14
6.5	CONTRACTOR'S REPRESENTATIVE.....	15
6.6	EXISTING IMPROVEMENTS.....	15
6.7	TEMPORARY SAFETY FENCE.....	15
6.8	MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT.....	15
6.8.1	WORKMEN'S AMENITIES.....	15
6.9	MATERIALS AND WORK.....	15
6.9.1	REGULATIONS.....	15
6.9.2	CHEMICAL INFORMATION.....	15
6.9.3	TRADE NAMES.....	16
6.9.4	SAFETY MANAGEMENT PLAN.....	16
6.9.5	INDUCTION TRAINING.....	16
6.9.6	PRE-JOB PLANNING.....	16
6.9.7	SITE AND PUBLIC SECURITY.....	16
6.9.8	OCCUPIED SITES.....	16
6.10	MATERIALS TO BE SUPPLIED BY THE PRINCIPAL.....	17
6.11	SERVICES INSTALLATION.....	17
6.12	WORKING HOURS.....	17
6.13	SCHEDULE OF WARRANTIES.....	17
6.14	BRANDS OF MATERIAL SCHEDULES.....	17
6.15	GOODS AND SERVICES TAX (GST).....	17
6.16	CONSTRUCTION WARRANTY AND RETENTION.....	18
<b>7</b>	<b>TENDERER'S OFFER.....</b>	<b>19</b>
7.1	FORM OF TENDER.....	19
7.2	TENDERER'S RESPONSE.....	24
7.2.1	ORGANISATIONAL PROFILE.....	24
7.2.2	REFEREES.....	24
7.2.3	AGENTS.....	24
7.2.4	TRUSTS.....	24
7.2.5	SUBCONTRACTORS.....	24
7.2.6	CONFLICTS OF INTEREST.....	25
7.2.7	FINANCIAL POSITION.....	25
7.2.8	INSURANCE COVERAGE.....	25
7.3	SELECTION CRITERIA.....	26
7.3.1	COMPLIANCE CRITERIA.....	26
7.3.2	QUALITATIVE CRITERIA.....	26
7.3.3	PRICE CONSIDERATION 50%.....	27
<b>8</b>	<b>PROJECT REFERENCE SHEET.....</b>	<b>29</b>
<b>9</b>	<b>APPENDIX A – SPECIFICATIONS: PRINCIPAL'S PROJECT REQUIREMENTS.....</b>	<b>30</b>
<b>10</b>	<b>APPENDIX B – GENERAL CONDITIONS OF CONTRACT – AS4902-2000 DESIGN &amp; CONSTRUCT.....</b>	<b>30</b>

# 1 DESCRIPTION AND BACKGROUND

The Shire of Narrogin (the Principal) is seeking to appoint a suitably qualified and experienced Design & Construct (D & C) Contractor to deliver the Narrogin Regional Leisure Centre (NRLC) Energy Efficiency Project.

In May 2025, the Shire engaged HFM to prepare a detailed Electrification, Solar and Battery Feasibility Study for the Narrogin Regional Leisure Centre.

The Shire determined to proceed with Option 1. 200kW rooftop solar installation (no battery), including replacement of the ageing gas boiler with a high-efficiency heat pump, associated electrical and mechanical works and structural access.

Detail for the project is as per HFM Shire of Narrogin Leisure Centre Electrification, Solar and Battery Feasibility Study. The Shire of Narrogin is proceeding with Option 1 200kW Solar PV Capacity (without the supply & installation of battery) and associated electrical and mechanical works and structural access as detailed in the study.

The RFT for the Design & Construct Scope of Works consist of services (electrical, mechanical & hydraulics) components and structural component:

- (a) Electrical: Rooftop Solar PV Capacity complete with all electrical accessories, provision of an upgraded Power Factor Correction(PFC) to improve the power factor; upgraded SPD setting, review existing electrical cables and advise if upsizing of existing cables is required to mitigate any power outages/breakdown in future,
- (b) Mechanical, Electrical &Hydraulics: Installation of three (3) Heat Exchange Pump for the supply of heated water to the domestic hot water system (HWS) tanks, swimming pool boiler and gymnasium.
- (c) Replacement of Distribution Boad DB04.
- (d) Dilapidation Report of roof structural integrity and fixings by Roof Plumbers prior to installation of Solar PV panels.
- (e) Proposed new 200kW Solar PV panels and Heat Exchange Pump units be connected to existing Scheider BMS for monitoring.

The successful D & C Contractor is required to obtain all relevant approvals and permits from the relevant Authorities before commencement of works on site.

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## 2 PRINCIPAL'S REQUEST

### 2.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Narrogin is seeking Tenders for the Design & Construction of Narrogin Regional Leisure Complex.

A full statement of the goods/services required under the proposed contract Principal Project Requirement (PPR) Appendix A.

### 2.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following documents:

- (a) Part 1 – Principal's Request (read and keep this part).
- (b) Part 2 – Conditions of Tender (read and keep this part).
- (c) Part 3 – Specification and/or plans/drawings (read and keep this part).
- (d) Part 4 – General Conditions of Contract (read and keep this part).
- (e) Part 5 – Special Conditions of Contract (read and keep this part).
- (f) Part 6 – Supplier Offer (complete and return this part).
- (g) Part 7 – Project Reference Sheet (complete and return this part); and
- (h) Appendices.

A Principals' Project Requirements.

B AS4902-2000 General Conditions of Contract

### 2.3 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 whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
<b>Deadline:</b>	The Deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the AS4904-2000 General Conditions of Contract nominated in Part 4;
<b>Offer:</b>	Your Offer to be selected to supply the Requirements;
<b>Principal:</b>	The Shire of Narrogin
<b>Request for Tender:</b>	This document;
<b>Requirements:</b>	The work 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>Site:</b>	Site means the proposed location of the existing Narrogin Regional leisure Centre, 50 Clayton Road, Narrogin, WA 6312., Narrogin
<b>Specification:</b>	The statement of Principal Project Requirements that the Principal requests you to provide if selected;
<b>Superintendent:</b>	Successful Projects
<b>Tender:</b>	Completed Offer, response to Selection Criteria and Attachments;
<b>Tender Period:</b>	The time between advertising the Request and the Deadline;
<b>Supplier:</b>	Someone who has or intends to submit an Offer to the Principal.

## 2.4 HOW TO PREPARE YOUR TENDER

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

## 2.5 CONTACT PERSON

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

Name:	<b>Ian Graham</b>
Telephone:	<b>(08) 9890 0900</b>
Email:	<b><a href="mailto:emccs@narrogin.wa.gov.au">emccs@narrogin.wa.gov.au</a></b>

## 2.6 TENDER BRIEFING/SITE INSPECTION

A **mandatory** Tender Briefing/Site Inspection for suppliers will be conducted on **Friday, 6 February 2026 at 11:00am at the NRLC, 50 Clayton Road, Narrogin WA 6312**. Alternatively, suppliers can request an alternative meeting if unable to attend the arranged session.

The location of the meeting is at Narrogin Regional Leisure Center, 50 Clayton Road, Narrogin.

The briefing/Site inspection will provide Suppliers with the opportunity to clarify any matters with the contact person prior to the closing of the Tender.

The Shire contact Ian Graham, [emccs@narrogin.wa.gov.au](mailto:emccs@narrogin.wa.gov.au) to be notified if suppliers are attending the Tender Briefing session by **2:00pm, Wednesday, 4 February 2026**.

**Please note:** Whilst maintaining the Narrogin Regional Leisure Center activities in the existing area are preferred for as long as safely and practically able, the Principal understands that the Contractor will require unfettered access to the area for some activities / construction, including the removal of the roof and or other construction elements.

The Contractor is to clearly articulate and demonstrate in their submission, their preferred staging and methodology of construction, that may require staff and or the public to vacate from the property for unfettered construction access in order that the Principal can relocate and return staff as required.

Contractors are required to provide seven (7) clear days' notice for such periods of unfettered staff or public access. The times and predicted dates the Contractor require unfettered access times / and /or how, if at all, the Contractor can work around existing furniture and books in situ (with drop sheets

etc protecting provided and installed / removed by the contractor) is to be detailed in the Project Staging / Methodology.

## 2.7 EVALUATION PROCESS

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Form of Tender and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated; e.g. quoted prices and other relevant whole-of life costs are considered.
- (c) The most suitable Tenders may be shortlisted and may also be required to clarify the offer, 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 Tender.

A Contract may then be awarded to the Supplier, whose Tender is considered the most advantageous to the Principal. Due to the expected expenditure of this Tender, the Principal will need to recommend to the Narrogin Council, the preferred Tender for resolution. Should Council resolve to award a contract, the Principal will then issue a purchase order in line with the Councils resolution. At this time, a contract will be formed and in place.

## 2.8 SELECTION CRITERIA

The Contract may be awarded to a sole Supplier who best demonstrates the ability to carry out the supply and installation of the library extension at a competitive price. The quoted 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 rank 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.

### 2.8.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 6 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.

### 2.8.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tender against the qualitative criteria as detailed within Part 6 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.

**NOTE:** It is essential that Suppliers 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 evaluation process or a low score.

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**2.8.3 PRICE CONSIDERATIONS**

Price is considered to be crucial to the outcome of the contract.

The quoted price will be considered along with related factors affecting the total cost.

Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Regional Price Preference policy adjustments may apply - refer sections 1.10, 2.10 and 6.1 Table C.

**2.9 PRICE BASIS**

All prices offered under this Request are to be fixed for the term of the Contract which means until all the works under contract is completed, and Practical Completion has been achieved at the Narrogin Regional Leisure Center and satisfactory hand over has occurred between the Supplier and the Principal.

Quoted prices must detail Goods and Services Tax (GST). Unless otherwise indicated, prices quoted must include all costs including building, delivery, unloading, packing, marking and all applicable levies, duties, taxes, fees 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.

**2.9.1 CUSTOMS DUTY**

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

**2.9.2 SITE ALLOWANCES**

This Contract is not subject to adjustment for Site allowances.

**2.10 PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION**

The Shire of Narrogin has a regional price policy that will apply to this selection.

A copy of the policy is available at <https://www.narrogin.wa.gov.au/documents/532/council-policy-manual> (Policy No. 3.2 refers).

*(This space is intentionally blank)*

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## 3 CONDITIONS OF TENDERING

### 3.1 LODGEMENT OF TENDER AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is

**2:00pm Tuesday, 24 February 2026 (AWST)**

Tenders must be submitted electronically to: **rft@narrogin.wa.gov.au**

Note: Do not send your Tender submission to a Shire officer or the contact person as this may render your Tender invalid.

### 3.2 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; or
- (c) it may also be rejected if it fails to comply with any other requirements of the Request.

### 3.3 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
  - (b) in a place other than that stipulated in this Request.
- may not be accepted for evaluation.

### 3.4 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.

### 3.5 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.

Tenderers may be given the company name of the successful Tenderer or advising that no Tender was accepted, upon request.

### 3.6 BUILDERS REGISTRATION ACT

Tenderers shall evaluate the work required under the contract and ensure that they are able to meet the requirements of the *Builder's Registration Act*.

### 3.7 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract in Part 4.

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### **3.8 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 Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **3.9 REGIONAL PRICE PREFERENCE**

Tenderers for these works will be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Shire of Narrogin Regional Price Preference Policy.

A copy of the policy is available at <https://www.narrogin.wa.gov.au/documents/532/council-policy-manual> (Policy No. 3.2 refers).

Tenderers are to note that price preference claimed will be required to be substantiated in the response. Refer Section 6.1 Table C

### **3.10 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.

### **3.11 PAYMENT OF INDUSTRY TRAINING FUND LEVY**

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and *Levy Collection Act 1990*.

The Contractor shall pay all levies required to be paid under this Act.

### **3.12 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 Request 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.

### **3.13 ALTERNATIVE TENDERS**

Alternative tenders may be accepted together with a compliant tender submission.

### **3.14 MONETARY VALUES**

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

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### 3.15 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering. The Principal does not represent that any information made available completely shows the existing Site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal.
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries.
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which shall 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. Negotiations shall be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant Attachments.

### 3.16 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.

### 3.17 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall 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 shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the contract.

### 3.18 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any approved 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.

### 3.19 CANVASSING OF OFFICIALS

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 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.

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### 3.20 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 6 and whose execution appears on the Form of Tender in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### 3.21 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.

### 3.22 TENDER OPENING

Tenders will be opened (electronically) 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 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 present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on Friday 27 January 2023 at 4.05pm in the Shire of Narrogin Administration Centre.

### 3.23 IN-HOUSE TENDERS

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

## 4 SPECIFICATION

### 4.1 INTRODUCTION

The Shire of Narrogin intends to implement a solar PV system and Heat Exchange Pumps to reduce the Narrogin Regional Leisure Centre's reliance on grid electricity, lower operational energy costs, and advance the Shire's broader sustainability and carbon-reduction objectives.

### 4.2 BACKGROUND INFORMATION

HFM Asset Management has been commissioned by the Shire of Narrogin to undertake a comprehensive feasibility study into the installation of a solar PV system and battery energy storage solution for the Narrogin Regional Leisure Centre (NRLC). The purpose of the study is to evaluate opportunities to reduce grid electricity consumption, lower operating costs, and decrease the facility's overall carbon footprint through the adoption of renewable energy and electrification technologies.

The NRLC has recently installed a new 175 kW heat pump to service the swimming pool. As a result, the site's LPG consumption is expected to decrease significantly. Full electrification—achieved by replacing the remaining gas-fired hot water systems with heat pumps—would eliminate LPG usage entirely.

HFM's analysis indicates that this transition will increase site electricity consumption by approximately 251,660 kWh per annum (a 39.9% rise), equating to an estimated additional electricity cost of \$61,000 per year. However, in 2024 the facility consumed 250,955 litres of LPG at a cost of \$373,000. Under a fully electrified operating model, the resulting net reduction in total energy expenditure was projected to be approximately \$312,000 per annum.

HFM's assessment also identified that the facility is currently operating with a poor power factor of 0.8, resulting in elevated reactive power charges and increased network tariffs. Modelling shows that installing a 150 kVAr power factor correction (PFC) unit would improve the site's power factor to above 0.95, delivering an estimated \$11,400 in annual network charge savings.

To ensure a comprehensive and integrated approach, HFM has evaluated the electrification upgrades, power factor correction, and the proposed solar PV and battery systems as a single, consolidated project. This holistic assessment provides the Shire with a clear, system-wide understanding of renewable energy opportunities, operational impacts, and long-term financial benefits. There is an existing 40kW DC / 30kW AC system in place at this facility which will be retained.

### **4.3 SPECIFIC REQUIREMENTS OF THE CONTRACT**

The Request includes the Principal's Project Requirements and AS4902-2000 General Conditions of Contract for the Supply of Goods and the Provision of General Services. Standards (Australian Standards should be used whenever appropriate).

Please refer to Appendix A Principal's Project Requirements.

### **4.4 IMPLEMENTATION TIMETABLE**

**Award of Design & Construct (AS 4902-2000) – 2 March 2026**

**Practical Completion – 29 June 2026**

## **5 AS 4902-2000 DESIGN & CONSTRUCT GENERAL CONDITIONS OF CONTRACT**

Please refer to Appendix B – AS 4902-2000 Design & Construct General Conditions of Contract

## **6 SPECIAL CONDITIONS OF CONTRACT**

### **6.1 ADVERTISEMENTS AND PROMOTIONS ON SITE**

Not permitted.

### **6.2 PUBLICITY**

The Contractor shall not undertake any publicity without prior written consent from the Shire of Narrogin.

### **6.3 DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION**

#### **6.3.1 COPIES OF DOCUMENTS**

Principal Project Requirements.

#### **6.3.2 DRAWINGS**

Principal Project Requirements.

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## **6.4 ENVIRONMENTAL PROTECTION**

### **6.4.1 NOISE CONTROL**

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

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

### **6.4.2 SITE CONTROL**

The Contractor shall at all times:

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

### **6.4.3 SOIL EROSION**

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

### **6.4.4 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.

### **6.4.5 VEHICLES**

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

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

### **6.4.6 REFUSE DISPOSAL**

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

### **6.4.7 SMOKING ON CONSTRUCTION SITES**

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following policy on smoking.

In respect of construction Sites, smoking is prohibited:

- (a) In Site offices, lunchrooms or enclosed toilet facilities; and
  - (b) Inside existing premises that are designated as "no smoking" areas.
-

## 6.5 CONTRACTOR'S REPRESENTATIVE

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

## 6.6 EXISTING IMPROVEMENTS

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

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

## 6.7 TEMPORARY SAFETY FENCE

The Contractor shall provide any temporary safety fencing as required by the Work Health and Safety Act 2020 and the Work Health and Safety Regulations 2020 and with any amendments that may be made the Act and the Regulations.

## 6.8 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

### 6.8.1 WORKMEN'S AMENITIES

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

Occupation of any part of the works and Site for the provision of workmen's amenities shall not be permitted without the prior written approval of the Superintendent. There are toilets on site at the site that workers may use.

## 6.9 MATERIALS AND WORK

### 6.9.1 REGULATIONS

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

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

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

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

### 6.9.2 CHEMICAL INFORMATION

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

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

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

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

### **6.9.3 TRADE NAMES**

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

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

### **6.9.4 SAFETY MANAGEMENT PLAN**

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

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

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

### **6.9.5 INDUCTION TRAINING**

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

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment. A record of all inductions should be maintained by the Contractor and available to the Principal on request.

### **6.9.6 PRE-JOB PLANNING**

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

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

### **6.9.7 SITE AND PUBLIC SECURITY**

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

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

### **6.9.8 OCCUPIED SITES**

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

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

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Management Plan addressing the Contractors and occupiers operational interface requirements. The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupier's operations.

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

## **6.10 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL**

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

## **6.11 SERVICES INSTALLATION**

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

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

## **6.12 WORKING HOURS**

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

7:00am to 5:00pm Monday to Saturday

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

## **6.13 SCHEDULE OF WARRANTIES**

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including fixtures, materials or equipment supplied.

## **6.14 BRANDS OF MATERIAL SCHEDULES**

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

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

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

## **6.15 GOODS AND SERVICES TAX (GST)**

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
-

(b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.

(c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

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

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

## **6.16 CONSTRUCTION WARRANTY AND RETENTION**

The tenders are to state their construction warranty period.

*(This space is intentionally blank)*

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## 7 TENDERER'S OFFER

### 7.1 FORM OF TENDER

The Chief Executive Officer  
Shire of Narrogin  
89 Earl Street  
Narrogin WA 6312

I/We \_\_\_\_\_

**(BLOCK LETTERS)**

of \_\_\_\_\_

**(ADDRESS)**

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

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

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

**In response to RFT 25/26-09 DESIGN & CONSTRUCT (AS 4902-2000) NARROGIN REGIONAL LEISURE CENTER**

Under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby Tender the following sum to complete the Works referred to in the Request for Tender.

**Table A**

Item	Description	Unit	Qty	Rate	Total
1.0	Preliminaries				
1.1	Project Management				
1.2	HSE Documentation (SWMS, JSA, etc.)				
1.3	Site Mobilisation & demobilisation				
1.4	Roof Dilapidation Report				
1.5	Building Permit				
1.6	Site Supervision				
1.7	Site Amenities and Equipment				
1.8	O&M Documentations				
1.9	Training Shire of Narrogin				
	<b>Total for Preliminaries</b>				

**PART 6****COMPLETE AND RETURN THIS PART**

2.0	Design & Engineering	Unit	Qty	Rate	Total
2.1	Detailed PV System Design (DC& AC)				
2.2	Structural Engineering Certification				
2.3	Western Power Application & Approval				
	<b>Total for Design &amp; Engineering</b>				
3.0	Supply of Equipment	Unit	Qty	Rate	Total
3.1	Tier-1 solar PV modules (200 kW DC)				
3.2	Grid-connected inverters				
3.3	Mounting system (racking, fixings)				
3.4	DC isolators, AC isolators, protection devices				
3.5	Cabling, conduits, cable trays, BOS components				
3.6	New DB4 switchboard ( $\geq 630$ A) complete with all accessories				
3.7	Heat Exchange Pump -5 °C to 45 °C (Primary AHU and Pool)	1			
	Heat Exchange Pumps -0 °C to 45 °C	2			
3.8	Roof Access Ladder				
3.9	Roof Walkway				
3.10	Roof Anchors				
	<b>Total Supply of Equipment</b>				
4.0	Installation Works (Labour and Accessories)	Unit	Qty	Rate	Total
4.1	PV module installation				
4.2	Inverter installation				
4.3	DC & AC cabling installation				
4.4	Switchboard replacement (DB4)				
4.5	Rood Access, Walkway & Anchors				
4.6	Integration with existing 40 kW PV system				

**PART 6 COMPLETE AND RETURN THIS PART**

4.7	Connection of proposed Solar PV and Heat Exchange Pumps units to existing Schneider BMS				
4.8	Testing & Commissioning of all proposed equipment				
4.9	Make Good Existing Building for Fire Rating & Water Proofing				
	<b>Total Installation Works</b>				
	<b>Provisional Sum Items</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
A	Additional structural roof works (if required)				\$10,000.00
B	Additional cable runs or trenching				\$5,000.00
C	Extended warranties after DLP				\$10,000.00
D	Annual maintenance contract (per year) after DLP				\$10,000.00
E	In-ground Services Scanning				\$3,000.00

Table C

**SUMMARY OF PRICES**

SECTION	DESCRIPTION	TOTAL
1	Preliminaries	\$
2	Design & Engineering	\$
3	Supply of Equipment	\$
4	Installation Works	\$
	Total Contract Price (Excl GST)	\$
	GST Amount	\$
	<b>Total Contract Price (Incl GST)</b>	<b>\$</b>

If requesting payment in stages, set out the stages and milestones required:

**Table C**

<b>Stage and description</b>	<b>Percentage (%) &amp; Dollar (\$) per payment</b>
Stage 1:	
Stage 2:	
Stage 3:	
Stage 4:	
<b>Total</b>	

**Table D****Regional Price Preference Claim**

<b>Works or materials from local supplier as per Policy 3.2</b>	<b>Basis -Estimate or Quote</b>	<b>Value applicable Ex GST</b>

Council's Policy 3.2 - Regional Price Preference will apply. Tenderers are to note that price preference claimed may be required to be substantiated.

And I/we undertake to perform the work under the Contract in accordance with the General Conditions of Contract attached to this Request, Specification, Drawings, which documents I/we have examined, and I/we agree that this Tender shall remain binding on me/us for 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 and shall not be withdrawn during that period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Name of witness: (BLOCK LETTERS): \_\_\_\_\_

Address: \_\_\_\_\_

## 7.2 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 6 are to be completed and returned to the Principal as they form part of your Tender submission).

### 7.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it <b>"Organisation Structure"</b> .	<b>"Organisation Structure"</b>	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it <b>"ASC Company Extracts"</b> .	<b>"ASC Company Extracts"</b>	Tick if attached <input type="checkbox"/>

### 7.2.2 REFEREES

Attach details of your referees and label it <b>"Referees"</b> . You should give examples of work provided for your referees where possible and provide current contact details i.e. telephone numbers.	<b>"Referees"</b>	Tick if attached <input type="checkbox"/>
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### 7.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label its <b>"Agents"</b> .	<b>"Agents"</b>	Tick if attached <input type="checkbox"/>

### 7.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled <b>"Trusts"</b> :	<b>"Trusts"</b>	Tick if attached
(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.		<input type="checkbox"/> <input type="checkbox"/>

### 7.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled <b>"Subcontractors"</b> provide details of the subcontractor(s) including:	<b>"Subcontractors"</b>	Tick if attached
(a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.		<input type="checkbox"/> <input type="checkbox"/>

**7.2.6 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 detail of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it <b>“Conflicts of Interest”</b> .	<b>“Conflicts of Interest”</b>	Tick if attached <input type="checkbox"/>

**7.2.7 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 <b>“Financial Position”</b> 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.	<b>“Financial Position”</b>	Tick if attached <input type="checkbox"/>

**7.2.8 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 <b>“Insurance Coverage”</b> . A copy of the Certificate of Currency is to be provided to the Principal as part of this submission.			<b>“Insurance Coverage”</b>	Tick if attached <input type="checkbox"/>
<b>Type</b>	<b>Insurer – Broker</b>	<b>Policy Number</b>	<b>Value (\$)</b>	<b>Expiry Date</b>
Public Liability				
Professional Indemnity				
Workers Compensation				

## 7.3 SELECTION CRITERIA

### 7.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with attendance at any mandatory or recommended tender briefing or Site inspection.	Yes / No
(d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e) Compliance with all necessary Licences and Registrations.	Yes / No
(f) Compliance with and completion of the Price Schedule.	Yes / No

### 7.3.2 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; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<b>A. Relevant Experience</b>	<b>Weighting 15%</b>
Describe your experience in completing / supplying large scale solar panel projects. Submitters must, as a minimum, address the following information in an attachment and label it “ <b>Relevant Experience</b> ”.	Tick if attached
a) Provide details of two (2) previous projects (past 3 years) involving works at community use buildings.	<input type="checkbox"/>
b) Provide scope of the Suppliers involvement including details of outcomes.	<input type="checkbox"/>
c) Project challenges & resolutions/mitigations process.	<input type="checkbox"/>
d) Demonstrate competency at Stakeholder & community engagements.	<input type="checkbox"/>
e) Demonstrate proven track record of achieving outcomes.	<input type="checkbox"/>

<p><b>B. Methodology</b></p> <p>Demonstrate your ability and availability to complete all required elements of the project within the specified timeframe.</p> <p>Submitters must, as a minimum, address the following information in an attachment and label it “<b>Methodology</b>”.</p> <p>a. Provide a detail baseline delivery (MS Projects) methodology including any Authority applications, design management, procurement, delivery staging works and timelines to meet project deadline including defects liability period after achieving Practical Completion.</p> <p>b. List of key deliverables and associated timeframes.</p> <p>c. Achieving Practical Completion by 30 June 2026</p> <p>d. List long lead items/equipment</p>	<p><b>Weighting 30%</b></p> <p>Tick if attached</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p><b>C. Capacity</b></p> <p>Describe your capacity in completing / supplying similar Requirements.</p> <p>Submitters must, as a minimum, address the following information in an attachment and label it “<b>Capacity</b>”.</p> <p>a) Demonstrated ability of Company available Resources to meet the scope of works required as part of this project.</p> <p>b) Indicate Lead Supervisor and back-up Supervisor in the event the Lead Supervisor is no longer available. Submit proposed Lead and back-up Supervisor’s resumes.</p>	<p><b>Weighting 15%</b></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

### 7.3.3 PRICE CONSIDERATION 40%

The submitted Price weighting comprises 40% of the selection criteria for this RFT, as per table A, 6.1 Table C Tenderer’s Offer.

**PART 1**

**READ AND KEEP THIS PART**

*(This space is intentionally blank)*



**PART 7                      COMPLETE AND RETURN THIS PART**

## **8 PROJECT REFERENCE SHEET**

Complete the following details and submit with your Tender labelled as “**Project Reference Sheet**”.

<b>Name of the Project</b>	<b>Value (approx.)</b>	<b>Date Started</b>	<b>Date Completed</b>	<b>Client</b>	<b>Referees Name</b>	<b>Telephone Number</b>

**9 APPENDIX A – SPECIFICATIONS: PRINCIPAL’S PROJECT REQUIREMENTS**

**10 APPENDIX B – GENERAL CONDITIONS OF CONTRACT – AS4902-2000 DESIGN &  
CONSTRUCT**