



Tender Request

Karting WA: KWA001

Request Title:

Supply, delivery, and installation of a minimum of six (6) First Aid Facility transportable/modular buildings with a Universal Access Toilet (UAT).

Location(s): Bunbury, Cockburn, Esperance, Kalgoorlie, Lake King, and Tom Price.

Request Number:

KWA001

Closing Time:

12:30 PM 12/08/2026, Western Australia

Issued by the Customer:

Karting WA Incorporated

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Part A – Request No KWA001

1. Introduction

1.1 Background and Description

The Project is to design, construct and deliver a transportable or a modular building for the use as a Class 10a building for First Aid Facility and a Universal Access Toilet (UAT) at each of the six karting sites located across Western Australia. The project is to address a critical safety issue at KWA club facilities in WA.

The first aid facilities must comply with the standards prescribed by Karting Australia (General Rules Chapter 6 Rule 3, 2025 Australian Karting Manual). The project will be delivered as part of the 2025 WA Australian Labour State Government election commitment to Karting WA Incorporated.

Karting WA Incorporated (KWA) will have overall responsibility for the delivery of the project administered through the State of Western Australia acting through the Department of Creative Industries, Tourism and Sport (CTIS). Karting WA (KWA) is a body corporate being an association incorporated under the Associations Incorporation Act 2015 (WA) with registration number A1003103F.

The Kart Club locations are:

- a) Bunbury City Kart Club, Davenport, Western Australia, 6230
- b) Esperance Kart Club, Myrup, Western Australia, 6450
- c) Eastern Goldfields Kart Club, Broadwood, Western Australia, 6430
- d) Impala Kart Club, Tom Price, Western Australia, 6721
- e) Tiger Kart Club (Cockburn), Henderson, Western Australia, 6166
- f) Lake King Kart Club, Lake King Western Australia, 6356

1.2 Scope

The scope of works for the 6 (six) identical Transportable/Modular buildings includes:

- a) Design,
- b) Construction, and
- c) Delivery (including placement).

Compliant to the Building Act WA 2011 and the National Construction Code (NCC) to the six locations (site plans to be provided).

1.2.1 Design

The Concept Design is to be submitted as part of the Contractor's Tender submission. Prior to award of any contract, the Principal may shortlist one or more Tenderers and seek to clarify / modify their Concept Design, costing, equipment list or schedule of finishes to better meet the Principals requirements (including to better fit within the project budget).

Design is to include:

- a) Professional Architectural Drawings including (site-specific) floor plans sections and elevations.

- b) Structural Certification Drawings (site specific) including site classification and windspeed/regions.
- c) Electrical and plumbing design.

Design can include aspects of the proposed build where it optimises value management and delivery in regional settings. This includes all client liaison required to confirm and record all design decisions and proposals related to the works.

Building Classification ascertained to date, the prospective building's (not within a club room structure or connected to a Class 9 building) potentially only being utilised a few times a year - a Class 10(a) building classification with the Universally Accessible Toilet (sanitary facilities). Karting WA is confident (upon expert advice) that it is not the BCA's intent to treat a room of this nature as a Class 9a Health Care Building.

In relation to Access, the proposed option of the installation of a freestanding Accessible Sanitary Facility with the First Aid Room presents a streamlined and broadly beneficial solution. This approach not only satisfies the requirement for a dedicated first aid space, but also addresses existing shortfalls in accessibility across some clubs. It enhances inclusivity for both club members and the wider community, while mitigating the risk of complaints under the Disability Discrimination Act, particularly where accessible sanitary facilities are currently absent.

The final design of the structure shall meet the needs of the Karting Australia rule book and the disability access, requiring but is not limited to:

Functional first aid room for attending paramedics and first aid volunteers:

- Sink and preparation bench
- Lockable cupboard
- Airconditioning
- Hot water system
- Power connections
- Functional access for stretchers

Universal Access Toilet:

- Unisex.
- Toilet.
- Shower.
- Sink.
- Connection to HWS.
- Power/lighting.
- Handrails.
- Functional access for people with disabilities.
- Holding tanks for waste water.

An indicative floor plan/concept plan if provided over the page, refer to Figure 1.

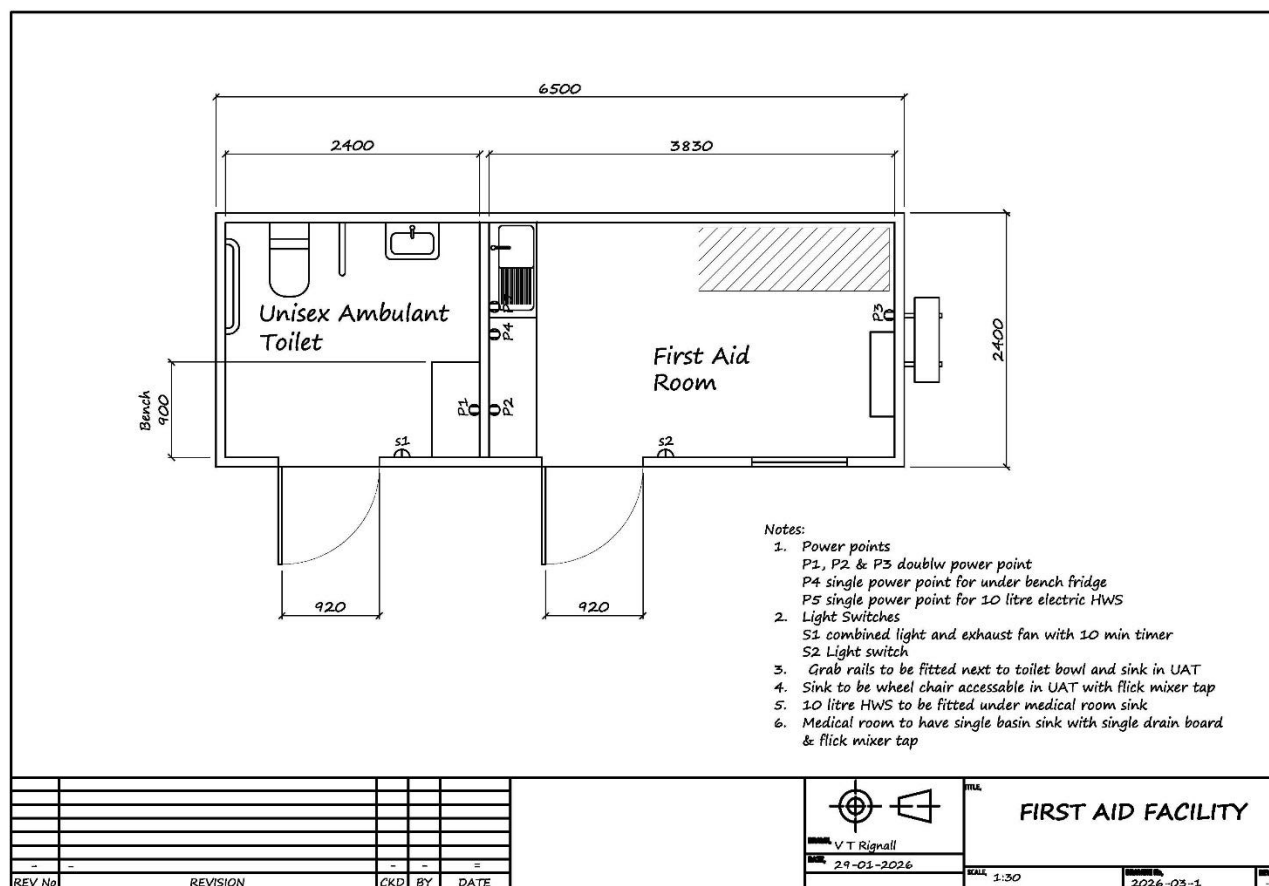


Figure 1: Indicative Concept Plan First Aid Room/UAT

Once the Principal is satisfied with the submitted Concept Design, the Principal may elect to award the contract. Following award of the Contract, the Contractor will then prepare a Detailed Design consisting of (as a minimum);

- Design drawings;
- Specification;
- Equipment list;
- Schedule of finishes.

1.2.2 Construction

Construction of the buildings expected to be at the successful tenderers manufacture site. The tender is to include a construction period for each of the buildings or grouped into a logical construction order.

Construction is to include sufficient information to satisfy compliance to the Building Act WA 2011 and the National Construction Code (NCC).

A qualified BCA Consultant (Private Certifier) shall be engaged by Karting WA (see Section 1.9).

1.2.3 Transport and delivery

Transport costs and delivery methods of the proposed building are to be outlined in the tender document. Noting this is a separable portion to the tender and pricing schedule in Part B of this tender request.

The final placement and delivery are to include (but not limited to):

- Provide a list of deliverable documents to allow for collation and submission to the permit issuing authority;
- Provide certification evidence from all services nominated in the design compliance certificate;
- Collate all certification documentation for submission by Karting WA to the permit authority for a full or staged occupancy certificate to be issued within 14 days of placement; and
- Any other required statutory requirements.

The scope of this project does not include the erection, demolition or construction of other facilities other than the First Aid facility/UAT as defined in the project brief.

1.3 Project process

As part of the response the tenderer is to submit a detailed Concept Design consisting of;

- Indicative Plan clearly illustrating the Floor Layout;
- Indicative side elevations;
- A detailed cost estimate of the project (in accordance with the pricing schedule);
- Equipment list; and
- Indicative schedule of finishes.

The Concept Design is to be submitted as part of the Contractor's Tender submission. Prior to award of any contract, the Principal may shortlist one or more Tenderers and seek to clarify / modify their Concept Design, costing, equipment list or schedule of finishes to better meet the Principals requirements (including to better fit within the project budget).

1.4 Site location

The buildings are to be located as per the current site plans attached to the tender, noting the final placement will be dependent on the Planning Approval currently before Local government agencies.

1.5 Site position

Indicative placement of the unit to be confirmed by Karting WA at the detailed design phase.

1.6 Site preparation

Karting WA, through the various clubs, will complete earthworks and levelling works required for access to the building. The Contractor will not be required to do any hard digging.

Karting WA will manage site connections with service providers and the local club representatives at each location.

1.7 Geotechnical

Karting WA, through the various clubs, will supply Geotechnical reports for each site location to the successful contractor.

1.8 Feature survey

Karting WA, through the various clubs, will supply Feature survey of the proposed location to the successful contactor.

1.9 BCA compliance

All design and works shall conform to the relevant and current Australian Standards (AS) as well as to the current relevant National Construction Code (NCC) including the Building Code of Australia (BCA).

Karting WA shall be responsible for achieving CDC (Certificate of Design Compliance) as well as CCC (Certificate of Construction Compliance and Occupancy). The successful contractor is to liaise with the Karting WA project managers and the assigned/awarded BCA Consultant (Private Certifier).

A qualified BCA Consultant (Private Certifier) shall be engaged by Karting WA.

The design does not require compliance to:

- a) Energy efficiency requirements of the Building Code of Australia (BCA); and
- b) Bushfire prone construction (AS3959).

1.10 Delivery and Installation

The Contractor shall:

- a) Transport, deliver and position all six (6) transportable/modular on site.
- b) Install, level and secure building.
- c) Provide all foundations, footings, pads or supports required for compliant installation.
- d) Failure to meet agreed completion dates without approved extensions may result in liquidated damages.

1.11 Associated Works

The Contractor shall provide all necessary associated works, including:

- a) Weatherproofing and sealing.
- b) Skirting, tie-downs and finishing works.
- c) External connections and additional external works required.
- d) Disability access (external) to the building, finished heights etc.
- e) Cyclone rated if required.

1.12 Compliance Requirements

All works must comply with, but are not limited to:

- a) National Construction Code (NCC)
- b) Building Act WA 2011 and any other relevant Standards
- c) Work Health and Safety Act 2020 (WA) and associated Regulations.
- d) Disability access requirements (where applicable)

- e) Local authority and utility provider requirements, including LGA Planning approval (to be supplied to contractor from the Principal).

1.13 Documentation and Deliverables

The Contractor shall provide at practical completion:

- a) Certificates of compliance for electrical and structural works.
- b) Operation and maintenance manuals.
- c) Warranty documentation for building and installed fixtures and fittings.
- d) At completion the following will be required; PDF drawings, As-constructed drawings, Asset register and Manufacturer manuals.

1.14 Program

Contractors shall submit an indicative program outlining:

- a) Manufacture and delivery lead times.
- b) Installation and commissioning timeframe.

1.15 Contract Commencement Date

The proposed contract commencement date is 30/9/2026.

1.16 Number of Contractors

A single contractor will be appointed.

1.17 Contract Term

The proposed contract term is 12 months. Milestones to be outlined by the tender application, contingency planning to be provided in costing for extension of contract.

1.18 Submission of Offer

The Respondent may submit their Offer electronically by uploading file(s) in an approved format. If uploading Offer file(s), the Respondent must ensure that:

- a). the lodgement is made in accordance with the Terms of Use;
- b). the Respondent is to submit an offer electronically;
- c). the Offer is lodged against the correct Request Number;
- d). each file name is no more than 125 characters in length;
- e). is emailed to the required email address; and
- f). each file in one of the following Approved File Formats.

Approved File Formats			
Adobe Reader File #	.pdf	Image File	.jpeg
Microsoft Excel File *	.xls	Image File	.jpg
Microsoft Excel File *	.xlsx	Image File	.png

Microsoft Excel File *	.csv	Media File	.mp4
Approved File Formats – Compression Formats			
ZIP File	.zip		

PDF files must be Adobe compatible. * Microsoft files must be PC / Windows compatible.

Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in Part B –Content Requirement and Respondent's Offer.

Emailed submission to: secretary@kartingwa.com.au

Submission by: **12/08/2026 12.30pm**

1.19 Offer Validity Period

The Offer Validity Period is for a period of 12 months with the final expiry date being 30/09/2027.

1.20 Request and General Conditions

The AS 4902-2000 Design and construct general conditions will apply to this contract.

1.21 Contact Person(s)

Different enquiries can be best dealt with by the most appropriate contacts, shown below.

Questions close five business days before tender closes.

The Respondent must not contact any other person or any consultant engaged in relation to this Request to discuss this Request.

Contractual Enquiries:

Name: Kathryn Kinnear

Title: Project Manager

Telephone: 0447 555 516

E-mail: project.kartingwa@gmail.com

Technical enquiries:

Name: Lloyd Nicholson

Title: Construction Manager

Telephone: 0452 277 162

E-mail: lloyd.nicholson@GeographeElectrical.com

Customer and General Enquiries:

Name: Michelle Lino

Title: State Secretary – Karting WA Incorporated

Telephone: 0418 921 200

E-mail: secretary@kartingwa.com.au

2. Selection Process

2.1 Selection Process

In determining value for money, the Customer will:

- a). Require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;
- b). Assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- c). Assess Offers against the Qualitative Requirements in Section 5 in Part B;
- d). Assess Offers against the Insurance Requirements in Section 6 in Part B; and
- e). Assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 2.

The determination of value for money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

2.2 Request Conditions

The “Tendering Conditions” are contained in the Part A of the *Request Conditions and General Conditions of Contract* and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

Schedule 1 – Customer Contract Details

1. Customer	The Customer is specified on the front page of this Request. Karting WA Incorporated
2. The Term of the Customer Contract	The Term is from the Commencement Date stated in the Letter of Acceptance and will expire on the Date of Practical Completion.
3. Commencement Date	The Customer and the Contractor will agree on the Commencement Date and the Customer will confirm the agreed Commencement Date in the Letter.
4. Price Variation	The Price is fixed for the Term.
5. Retention	The Customer shall withhold a retention amount equal to five percent (5%) of the value of each progress payment claimed by the Contractor. The total retention withheld shall not exceed five percent of the Contract Sum. Upon practical completion, fifty percent of the retention held shall be released to the Contractor. The remaining fifty percent shall be released upon expiry of the defect's liability period, provided all defects have been satisfactorily rectified. The defects liability period shall be 12 months from the date of practical completion. Defects to be attended within 14 days of notification unless otherwise agreed.
6. Public and Products Liability	Public Liability insurance covers bodily injury and property damage arising out of acts or omissions by the Contractor. Products Liability insurance covers bodily injury and property damage arising out of loss or damage caused by the supply of faulty goods or products. Public and products liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Goods and / or Services for an amount of: - not less than \$20 million for any one occurrence - unlimited in the number of occurrences happening in any one period of insurance for public liability; and - limited in the annual aggregate to \$20 million for products liability for all occurrences in any one period of insurance. - indemnification of the Customer as principal to the extent of its liability arising out of the Services. The monetary values in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Customer Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item. The Contractor's public and products liability insurance cover must include cover for the indemnification of the Customer as principal to the extent of its liability arising out of the Goods and/or Services.
7. Professional Indemnity	Professional indemnity insurance covering the civil liability of the Contractor and the Contractor Personnel under the Customer Contract, arising out of a breach of professional duty in the performance of the Services under the Customer Contract for an amount not less than \$10 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance. Any monetary value(s) in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Customer Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item. The Contractor's professional indemnity insurance must include cover commonly described as cover for: fraud and dishonesty;

	b) defamation; c) intellectual property infringement; d) loss of or damage to documents, data and electronic records; e) breach of Australian Consumer Protection Legislation; and f) vicarious liability for acts of agents and consultants. The reference to “Australian Consumer Protection Legislation” in this Item means <i>the Competition and Consumer Act 2010</i> (Cth), <i>Corporations Act 2001</i> (Cth), <i>National Consumer Credit Protection Act 2009</i> (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction.
8. Workers’ Compensation	Workers’ compensation insurance in accordance with the provisions of the <i>Workers’ Compensation and Injury Management Act 2023</i> (WA) (the WCIM Act). The insurance policy must include: a) common law liability cover for an amount of not less than \$50 million for any one event in respect of workers of the Contractor; and b) principal’s indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal’s indemnity described in section 217 of the WCIM Act.
9. Motor Vehicle Third Party	Motor vehicle third party liability insurance covering legal liability of the Contractor for property loss or damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Goods and / or Services for an amount of not less than \$30 million for any one occurrence or accident.
10. Compulsory Third Party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Goods and / or Services.
11. Warranties	The Contractor must give, or ensure the Customer has the benefit of, the following warranties: c) The transportable/modular building’s internal fixtures must be provided with a minimum manufacturer’s warranty. A defects liability period of twelve months shall apply, during which the Contractor is responsible for rectifying any defects at no cost to the Principal. d) Warranty for 12 months for internal electrical, plumbing, equipment installed by the contractor e.g fixtures and fittings installed. If the warranty specified exceeds the Term of the Customer Contract, the warranty survives the expiry or termination of the Customer Contract.
12. Publicity	Important Note: Media coverage is to strict protocols and can only be approved prior to any media coverage in consultation with the Principal and approved media release policy as per Karting WA and State Government media Protocols.
13. Customer’s WHS Procedures	In this special condition: WHS Procedures means the document, as may be updated by the Customer from time to time during the Term, that describes the Customer’s work health and safety procedures relevant to the Contractor’s activities under the Customer Contract. - a The Customer will provide the Contractor with the WHS Procedures [prior to the commencement of the Customer Contract and provide the Contractor with a revised version promptly following any update to the WHS Procedures during the Term. - b The Contractor has five Business Days from the date of receipt of the WHS Procedures (and any update thereto) to implement processes and procedures to maintain compliance with the WHS Procedures in the provision of the Goods and/or Services.

	- c The Contractor must ensure the Contractor Personnel engaged in performing work under the Customer Contract comply with WHS Procedures, including without limitation completing required training and/or attending the Customer's safety induction at a time and place to be specified by the Customer prior to commencing work. - d Site-specific Risk Assessments and Safe Work Method Statements (SWMS) must be provided prior to commencement.
14. Work Health and Safety Training and WHS Management Plan	In this special condition: WHS Incident means an incident which triggers a WHS Notification Requirement. WHS Management Plan means a plan demonstrating how the Contractor will manage specific work health and safety issues relevant to the Goods and/or Services during the Term, including documenting the system and methods that will be used by the Contractor. - a The Contractor must: - i prepare and implement a WHS Management Plan in relation to the performance of the Customer Contract; and - ii submit the WHS Management Plan to the Customer within [10] Business Days of the Commencement Date, for the Customer's information only. - b The Contractor must: - i review the WHS Management Plan at intervals of at least every [6 months] months during the Term, and as informed by the review, update the WHS Management Plan to ensure that it remains relevant; and - ii promptly submit the updated WHS Management Plan to the Customer, for the Customer's information only. - c The WHS Management Plan must, at a minimum, detail: - i the policies and procedures that the Contractor will implement to meet any applicable legislative or regulatory work health and safety requirements; - ii the timing and content of work health and safety training to be provided to Contractor Personnel and the relevant qualifications of the Contractor Personnel; - iii work health and safety issues and how each issue will be managed by the Contractor, if it occurs; - iv the procedures that the Contractor will implement to ensure compliance with Item[s] [insert cross reference to other applicable WHS Special Conditions that have been selected from the optional items within this section or added by the Customer]; and - v the specific process and timetable for WHS Incident management.
15. Safety and Operation Information	The Contractor must provide the Customer with all relevant safety, operational, inspection and testing information relating to the Goods such as compliance to Australian Standards

Part B – Content Requirement and Respondent’s Offer

Part B should be completed by the respondent and returned to the Contract Authority or Customer (refer ‘submission of offer’ requirements of clause 2.2 in the Request Conditions).

1. Note to Respondent

In preparing its Offer, the Respondent must:

- Address each requirement in the form set out in this Part B;
- Take into account the Customer Contract requirements, as explained in the Customer Contract Details. The Respondent must read these in conjunction with the General Conditions.
- In respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer ‘(no reference to information on websites)’).
- Assume that the Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the, Customer or other agency; and
- Nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

2. Identity of Respondent

The Respondent must provide the following details:

Respondent to Complete:	
(a) Name of Legal Entity:	.....
(b) ACN (if a company):	.....
(c) Registered address of Company or address of principal place of business if no registered address:	.....
(d) Business Name:	.....
(e) ABN:	.....
(f) Contact Person:	.....
(g) Contact Person Position Title:	.....
(h) Email:	.....
(i) Telephone:	.....
(j) Address and email for service of contractual notices:	.....

NB: The Offer does not require the Respondent’s signature.

3. Pre-Qualification Requirements

The Contract Authority or Customer will not consider any Offer that does not meet all of the following Pre-Qualification Requirements:

a) Licensing or Statutory Approval Requirements

Respondent to Complete: Is the Respondent licensed as required, or able to attain the statutory approvals as required • Building registration. • Electrical plumbing licensing registration. • White card.	
Yes ☐	No ☐
Documents supplied with all licenses demonstrated	
Yes ☐	No ☐

b) Key personnel

Respondent to Complete: Has the respondent provided a list of Key Personnel, see listed examples Schedule 3. Outlining: • Licenses and building registration, • Project management • Other personnel key to the project	
Yes ☐	No ☐

c) Provide 2-3 referees of similar projects completed

Respondent to Complete: Is the Respondent able to provide two-three referees of similar projects completed? - Attached to the response? - Or See schedule 4.	
Yes ☐	No ☐

a) Provide proof of insurances

Respondent to Complete: Is the Respondent able to provide the required insurances and certificates? Workers Compensation (See Section 6). - Attached to the response? - Dates within contract validity?	
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Yes <input style="margin-left: 10px;" type="checkbox"/>	No <input style="margin-left: 10px;" type="checkbox"/>
Public and Products liability	
Yes <input style="margin-left: 10px;" type="checkbox"/>	No <input style="margin-left: 10px;" type="checkbox"/>
Professional Indemnity (See section 6). - Attached to the response? - Dates within contract validity?	
Yes <input style="margin-left: 10px;" type="checkbox"/>	No <input style="margin-left: 10px;" type="checkbox"/>
Motor vehicle Third Party (See section 6). - Attached to the response? - Dates within contract validity?	
Yes <input style="margin-left: 10px;" type="checkbox"/>	No <input style="margin-left: 10px;" type="checkbox"/>

d) **Able to provide WHS requirements as set out in Schedule 1 items 13-15?**

Respondent to Complete: Is the Respondent able to provide documented WHS requirements? - Attached to the response?	
Yes <input style="margin-left: 10px;" type="checkbox"/>	No <input style="margin-left: 10px;" type="checkbox"/>

4. Compliance and Disclosure Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Customer Contract Details and/or General Conditions.

a) Compliance

(i) Customer Contract Details

The Respondent must confirm whether it will comply with the Customer Contract Details (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract Details, the Respondent must set out:

- (A) the clause it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract Details; and
- (C) the reason for non-compliance.

Respondent to Complete:

Does the Respondent agree to the Customer Contract Details?

Yes

☐

No

☐

If no, provide details:

(ii) General Conditions / Schedules

The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:

- (A) the General Condition / Schedules it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and
- (C) the reason for non-compliance.

Respondent to Complete:

Does the Respondent agree to the General Conditions/Schedules?

Yes

☐

No

☐

If no, provide details:

b) Disclosures

(i) Participants (including subcontractors)

Respondent to Complete: Is the Respondent acting as an agent or trustee for another person or persons?	
Yes <input style="width: 40px;" type="checkbox"/>	No <input style="width: 40px;" type="checkbox"/>
If yes, provide details:	
And Is the Respondent acting jointly or in association with another person or persons?	
Yes <input style="width: 40px;" type="checkbox"/>	No <input style="width: 40px;" type="checkbox"/>
If yes, provide details:	
And Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services?	
Yes <input style="width: 40px;" type="checkbox"/>	No <input style="width: 40px;" type="checkbox"/>
If yes, provide the following details for each subcontractor: Full legal name of subcontractor: Business name of the subcontractor: ACN / ABN (if applicable): Postal address: Requirements to be subcontracted:	
And The Responder agrees that Karting WA reserves the right to request financial statements, credit references or undertake financial viability checks for the preferred tenderer.	
Yes <input style="width: 40px;" type="checkbox"/>	No <input style="width: 40px;" type="checkbox"/>

(ii) Criminal Convictions

The Respondent must confirm that neither the Respondent, nor any of the Respondent's senior officers or any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.
--

Respondent to Complete:

Has the Respondent or any of the Respondent's senior officers or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?

Yes

☐

No

☐

If yes, provide details:

(iii) Conflict of Interest

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

Respondent to Complete:

Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent?

Yes

☐

No

☐

If yes, the reasons why:

(iv) Work Health and Safety

The Respondent must disclose whether the Respondent has received any prohibition notice(s), accepted any enforceable undertaking(s) or been the subject of any prosecution(s) commenced by WorkSafe WA under the *Occupational Safety and Health Act 1984 (WA)* or the *Work Health and Safety Act 2020 (WA)*, or any associated regulations, or any equivalent action under a corresponding work health and safety law in another Australian jurisdiction, in the last 2 years.

Yes

☐

No

☐

If Yes, provide details of the notice, enforceable undertaking and/or prosecution and include a summary of actions taken by the Respondent in response thereto:

(v) Modern slavery and minimum wages

The Respondent confirms compliance with the **Modern Slavery Act 2018 (Cth)** and the **Fair Work Act 2009**.

Yes

☐

No

☐

If Yes, the Respondent must, if requested, promptly and accurately complete periodical questionnaires relating to the sources of its products, materials and business practices and compliance with such Laws, policies and objectives.

5. Qualitative Requirements

The Contract Authority or Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements. **The Contract Authority or Customer will not consider references to information on websites when evaluating an Offer.**

Each Qualitative Requirement has equal weighting.

a). Proposed Goods (40% Weighting)

- (i) The Respondent must demonstrate how the proposed Goods are suitable and fit for purpose, in accordance with the description set out in Schedule 3 – Pricing Schedule;
- (ii) Provide brochures and any relevant information detailing the features of the specified Goods.
- (iii) Providing details on a concept design as outlined in Part A;
- (iv) Provide a pricing schedule for the concept plan as outlined in Part B Schedule 2.
- (v) Providing a brief written overview of the building you intent to deliver, focussing on:
 - a. Type of building.
 - b. Finishes.
 - c. Quality.
 - d. Durability.
 - e. Other relevant detail and other relevant information.
- (vi) Providing details of the requirements for the installation of the Goods, including;
 - (a) Details of any staffing (from the contractor to customer) and equipment that may be required to assist in the installation.
 - (b) Subcontractors engaged.

Respondent to Complete:

Respondent to demonstrate suitability of proposed Goods.

b). Relevant Experience and Organisational Capacity (30% Weighting)

- (i) The Respondent must demonstrate that it has the organisational capacity to perform the Customer Contract;
- (ii) Requested detail to include an overview of experience relevant to this project.
- (iii) Details of experience in supply and installation of high-quality constructed in-situ or prefabricated, transportable buildings in remote areas.
- (iv) List of Relevant Projects, project name, the client, the project value and the value of tenderer's contract as part of the overall project. Schedule 3.
- (ii) Provide a comprehensive timeframe for the delivery of the proposed Goods and any related services identifying key dates and milestones and outlining how any timing requirements specified in Schedule 2 - Specification / Statement of Requirements, will be met.

Respondent to Complete:

Respondent to provide the organisational capacity information required under this clause.

c). Project Program and Practical Completion – (Weighting 30%)

The Respondent must provide details in relation to Requested detail to include an overview of the methodology and timelines for both the design and completion of this work.

- (i) An indicative Design and Construction Program (Gantt Chart or similar) for the full project, nominating practical completion date, considering lead times for supply of materials.
- (ii) Provide a comprehensive timeframe for the delivery of the proposed works, goods and any related services identifying any critical issues or risks identified to completion dates (completion dates identified in section (i) above).
- (iii) Confirmation of commitment to the Practical Completion date and of any conditions associated with committing to the Practical Completion date.
- (iv) Overview of the methodology proposed to be undertaken to complete the works one the design is approved.
- (v) Statement summarising Work Health and Safety System.
- (vi) Statement summarising Quality Control / Assurance System.
- (vii) Other relevant information.

Respondent to Complete:

Respondent to provide the program and practical completion information required under this clause.

6. Customer Contract Insurance Requirements

The Respondent must demonstrate that it has the insurances required under Schedule 1 - Customer Contract Details.

Respondent to Complete

Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details?

(Yes / No)

If yes, the Respondent must complete the following table:

	Insurer	ABN	Policy No	Insured Amount	Expiry Date	Exclusions, if any
Public Liability Insurance including indemnification of the Customer as principal to the extent of liability arising out of the Services.						
Public and Products Liability Insurance including indemnification of the Customer as principal to the extent of liability arising out of the Goods and/or Services.						
Professional Indemnity Insurance including annual reinstatement and cover for: (a) fraud and dishonesty (b) defamation (c) intellectual property infringement; (d) loss of or damage to documents, data and electronic records; and						

(e) breach of Australian Consumer Protection Legislation; and (f) vicarious liability for acts of agents and contractors						
Workers' Compensation Insurance including cover for: (a) common law liability cover for an amount of not less than \$50 million; and (b) principal's indemnity extension cover for claims and liability under section 217 of the <i>Workers' Compensation and Injury Management Act 2023</i> .						
Motor Vehicle Third Party Liability Insurance						
or If no, does the Respondent confirm that prior to being awarded a contract, they will obtain the insurance policies set out in Schedule 1 - Customer Contract Details before the Commencement Date? (Yes / No) If no, the reasons why.						

Schedule 2 – Pricing

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

In comparing respondent's prices, a whole of life cycle cost approach will be taken. KWA will consider

- Cost per building per zone.
- Total price for contract.
- Transport and placement costs.

a). Offered Price and Price Schedule

- (i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.
- (ii) The Respondent must state the basis of its Offered Price in Australian Dollars.
- (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

Supply of New Transportable Building per building	Price (GST Ex)
Supply of transportable/modular building Zone B rating - Cockburn	\$
Supply of transportable/modular building Zone B rating - Bunbury	\$
Supply of transportable/modular building Zone B rating – Lake King	\$
Supply of transportable/modular building Zone B rating - Esperance	\$
Supply of transportable/modular building Zone B rating - Kalgoorlie	\$
Supply of transportable/building Zone D rating - Tom Price	\$
Sub total Supply of 6 Buildings EX GST	\$
GST	\$
Total 6 buildings inc GST	\$

Schedule 2 – Pricing (return this schedule)

Transport and delivery	
Transport, Delivery and Installation per building - Cockburn	\$ EX GST
Transport and delivery of buildings	\$
Crane hire/offloading costs	\$
Foundations, footings, pads and supports	\$
Fixing and tie downs (if required)	\$
Total Delivery and Installation - Cockburn	\$
Transport, Delivery and Installation per building - Bunbury	
Transport and delivery of buildings	\$
Crane hire/offloading costs	\$
Foundations, footings, pads and supports	\$
Fixing and tie downs (if required)	\$
Total Delivery and Installation - Bunbury	\$
Transport, Delivery and Installation per building – Lake King	
Transport and delivery of buildings	\$
Crane hire/offloading costs	\$
Foundations, footings, pads and supports	\$
Fixing and tie downs (if required)	\$
Total Delivery and Installation – Lake King	\$
Transport, Delivery and Installation per building - Esperance	
Transport and delivery of buildings	\$
Crane hire/offloading costs	\$
Foundations, footings, pads and supports	\$
Fixing and tie downs	\$
Total Delivery and Installation- Esperance	\$
Transport, Delivery and Installation per building - Kalgoorlie	
Transport and delivery of buildings	\$
Crane hire/offloading costs	\$
Foundations, footings, pads and supports	\$
Fixing and tie downs (if required)	\$
Total Delivery and Installation- Kalgoorlie	\$
Transport, Delivery and Installation per building – Tom Price	
Transport and delivery of buildings	\$
Crane hire/offloading costs	\$
Foundations, footings, pads and supports	\$
Fixing and tie downs (if required)	\$

Schedule 2 – Pricing (return this schedule)

Total Delivery and Installation – Tom Price	\$
Total 6 transports EX GST	\$
GST	\$
Total delivery/transport costs Inc GST	\$

Services, Connections and Associated Works per building	\$ EX GST
Internal electrical connections and compliance	\$
Internal Water and sewer connections	\$
Stormwater management/connections	\$
Access/disability ramps etc.	
Data and communication points	\$
Total Services and Associated Works	\$
Other fees/charges (any expenses not stated in the price schedule as being additional may not be allowed as a charge for any transaction under the resultant Contract):	\$
Total Contract Price (Excl. GST)	\$
GST	\$
Total Contract Price (Incl GST)	\$

Note: All fees and charges must be fully declared in your response. Any fees and charges that are not clearly identified in your response will not be accepted when approving payments for engagements under this contract.

Schedule 3 – Tenderers resource and project commitment schedule

Tenders Resource Schedule

Name/Position Role	Qualification/ Certifications	Relevant Experience	% Allocation to Project	Availability Start Date

Project Commitment Schedule

Project/Client	Scope	Duration	Resource Demand	Impact on Availability
[Project]	[Scope]	[Dates]	[Low/Medium/High]	[Nil impact]??

Schedule 4 – Referees for similar projects

2-3 Referees

Referee Name/Position	Company	Project outline	Phone No	Email Address
1.				
2.				
3.				