

# Request for Tender

Request for Tender:	Construction of the Jacup Bush Fire Shed.
	Lot 301 South Coast Highway, JACUP WA 6337

Address for Delivery:	Tender Box
	8 Vasey St
	JERRAMUNGUP WA 6337
	Note: Tandara received by electronic real faccinails or any
	Note: Tenders received by electronic mail, facsimile, or any other method other than as prescribed in the Request will not be accepted

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# **ATTACHMENTS**

Attachment 1 – Jacup Draft Fire Shed

Attachment 2 – 4.4 Broadacre Tanker Specification

Attachment 3 – Jacup Bush Fire Shed Location Map

# 1. Conditions of Tendering

# 1.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.	
Contractor:	Means the person or persons, corporation or corporations who's Tender	
	is accepted by the Principal, including the executors or administrators,	
	successors and assignments of such person or persons, corporation or	
	corporations.	
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover	
	of this Request.	
<b>General Conditions of</b>	Means the General Conditions of Contract for the Construction of the	
Contract:	Jacup Bush Fire Shed.	
Offer:	Your offer to supply the requirements.	
Principal:	Shire of Jerramungup.	
Request OR RFT OR	This document.	
Request for Tender:		
Requirement:	Construction of the Jacup Bush Fire Shed at Lot 301 South Coast Highway,	
	Jacup by the Principal.	
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.	
Specification:	The Statement of Requirments that the Principal requests you to provide	
	if selected.	
Tender:	Completed Offer form, Response to the Selection Criteria and	
	Attachments.	
Tenderer:	Someone who has or intends to submit an Offer to the Principal.	

#### 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 Conditions of Tendering (read and keep this part).
- Part 2 Specification and/or plans/drawings (read and keep this part).
- Part 3 General Conditions of Contract (read and keep this part).
- Part 4 Special Conditions of the Contract (read and keep this part).
- Part 5 Tender's Offer (complete and return this part).

#### **Separate Documents**

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy r document referred to but not attached to the Request.

# 1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) in all respects and include all Attachments;
- d) Make sure you have signed the offer form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

### 1.4 Contact Person

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

Name:	Charmaine Solomon
Position:	Deputy Chief Executive Officer
Telephone:	<mark>08 9835 1022</mark>
Mobile:	<mark>0429 351 025</mark>
Email:	dceo@jerramungup.wa.gov.au

# 1.5 Tender Briefing/Site Inspection

A site inspection is optional as part of the tender requirements. Site (group) inspection will only occur on a Tuesday during the Request timeframe between 2-3pm; Registration of those wanting to visit the site is compulsory and will need to register their interest at the Shire Office prior. Those who registers interest to attend, but do not show will be penalised during the evaluation process.

# 1.6 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline. The Deadline for this request is Tuesday 9<sup>th</sup> April 2019 at 4:00pm.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at the Shire of Jerramungup administration office at 8 Vasey St Jerramungup (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer PO Box 92, Jerramungup WA 6337

Electronic mail Tenders and Tenders submitted by facsimile will not be accepted

Respondents must ensure that they have provided three (3) signed copies of the Tender (one to be marked "ORIGINAL" and bound, the other(s) to be marked "COPY". Any brochures or pamphlets must be attached to both the original and the copies.

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

# 1.7 Rejection of Tenders

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

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

# 1.8 Late Tenders

Tenders received;

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

Will not be accepted for evaluation.

#### Part 1 READ AND KEEP THIS PART

# 1.9 Acceptance of Tenders

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

#### 1.10 Disclosure of Contract Information

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

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

#### 1.11 Precedence of Documents

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

#### 1.12 Alternative Tenders

All Alternative Tenders may be accompanied by a conforming Tender.

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

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

Any printed "general Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

#### 1.13 Tenderers to Inform Themselves

Tenderers will be deemed to have;

- a) Examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) Satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) Acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

#### Part 1 READ AND KEEP THIS PART

#### 1.14 Alterations

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

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

#### 1.15 Risk Assessment

The Principal may have access to and give consideration to:

- a) Any risk assessment undertaken by any credit rating agency;
- b) Any financial analytical assessment undertaken by any agency; and
- c) Any information produced by the Bank, financial institution or accountant of a Tenderer;

So as to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be requested to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

#### 1.16 Evaluation Process

This is a Request for Tender.

Your Tender will be evaluated using information in your Tender.

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

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

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

#### 1.17 Selection Criteria

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

#### Part 1 READ AND KEEP THIS PART

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in the final assessment of the qualitative criteria and in the overall assessment of value for money.

# 1.18 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be scored. Each Tender will be assessed on a Yes/no basis as to whether the criterion is satisfactory met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

# 1.19 Value Considerations

Non Weighted Price Criteria

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

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

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

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

### 1.20 Regional Price Reference (optional)

Regional price preference (attachment 1).

#### 1.21 Price Basis

**Fixed Prices** 

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include, unloading, packing, and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

# 1.22 Ownership of Tenders

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

# 1.23 Canvassing of Officials

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

# 1.24 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 the Part 5.0 and whose execution appears on the Offer Form in Part 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

# 1.25 Costs of Tendering

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

#### 1.26 Tender opening

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

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

The Tender opening will be held on or as soon as practicable after the Deadline at the Shire of Jerramungup administration offices at 8 Vasey Street, Jerramungup WA 6337.

NO PRICE INFORMATION WILL BE RELEASED AT TENDER OPENING.

#### 1.27 In House Tenders

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

# 2. Specification

# 2.1 Contract Requirements in Brief

To carry out construction of the Jacup Bush Fire Shed at Lot 301 South Coast Highway, Jacup WA 6337.

#### 2.2 Definitions

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

Contractor's	Means any officer or person duly authorised by the Contractor, in	
Representative:	writing, to act on their behalf for the purpose of the Contract;	
Principal's	Means any Officer of person duly authorised by the Principal, in writing,	
Representative:	to act on their behalf of the purpose on the Contract;	
Works or Services:	: Means the Services, which the Contractor is required to provide to the	
	Principal and the Contractor under the Contract;	
BCA:	Means Building Code of Australia.	
Site:	Lot 301 South Coast Highway, JACUP WA 6337.	

# 2.3 Scope of Work

The Request is for the construction of a fire shed building (commercial premise) within the following scope as a minimum;

- The project scope includes full design and documentation for a new shed building on the site shown on the attached site plan. The contractor is required to undertake all works required to provide a finished occupiable shed building see attached draft design concept that brigade volunteers would like to have.
- The contractor is required to arrange for soil testing and site classification, the contractor is to design the building to suit this classification.
- The contractor is required to carry out a site survey as required to set out the shed. The new shed is to be set out from the site boundaries. The contractor must also accurately establish the shed floor level.
- The contractor to gain approval for and the construction or installation of an apparatus for the treatment of sewerage. Contractor to provide a site plan detailing proposed infrastructure, including pipe/drain size, dimension and location
- The contractor is to design, fitout and create access into unisex shower/toilet block to meet disabled access requirements
- The contractor is required to provide building and planning permit documentation. Plans required to assist in obtaining building and planning documentations are; Site Plan, Floor Plan, Elevation Plan, Section details, Energy Efficient Certificate, and Engineering Certificate.
- Construction of the building is not to proceed until a building permit has been obtained.
- The site classification is attached. The contractor is to design the building to suit this classification.
- The shed needs to accommodate 2 x 4.4 Broadacre Tanker see vehicle specification information attached
- The shed requires a 3 sink industrial configuration within the cleaning station for servicing a face masks
- Power connection to building is required with power points located within both engine bay, cleaning and storage rooms.

- The building is to have a galvanised steel structure. The building will be clad with colorbond steel cladding complete with eaves, gutters and downpipes.
- Two roller doors are required (3.6m wide x 3.6m high). The doors are to be B&D industrial roller door or equal, chain operated with provision for future motorisation. Fully weather seal door and provide lockable hardware.
- The roof is to be insulated with heavy duty Anticon 100mm minimum. The insulation is to be retained in place by commercial grade galvanised safety mesh fixed between insulation and steel structure.
- The internal concrete slab is to be constructed in accordance with the contractor's structural engineer's specification. The slab is to be trowel finished, sealed with a penetrating non-slip concrete sealer.
- A 3m concrete apron is required at the entry and rear of the shed and must fall away from the building to prevent rainwater ingress.
- A 135,000L sized rainwater tank is also required to be supplied and plumbed into the building. Extra connection required from tank to allow Fire trucks to fill up from.

#### 2.4 Materials

Types of material proposed, but not limited to:

- External wall and roof cladding: 0.48BMTproprietary coated steel custom orb profile.
- Polycarbonate roof sheeting: Palram suntuf or equal. Colour: Opal

#### **2.5** Site

The Fire Shed is to be constructed on the Southern edge Lot 301 South Coast Highway, abutting the Eastern boundary of the Jacup CBH Wheat Bin.

The Contractor is deemed to be thoroughly acquainted with all site characteristics and having inspected the site during tendering stage, which may influence the cost and completion of the works

Refer to Attachment 3 – Jacup Fire Shed Location

# 2.6 Implementation Timetable

The Principal requires to the Contractor to have ALL works completed and building ready to be handed over (Turn-key) by **Wednesday 12th June 2019**.

# 3. General Conditions of Contract

# 3.1 Insurances

- Public Liability
- Works Compensation or Personal Accident Insurance Cover (required)
- Professional Indemnity (optional)
- Product Liability Insurance

# 3.2 Period of Contract and Termination

Supply Contract: The Contract is to be terminated on supply of the Requirements

# 4. Special Conditions of Contract

- Over the Summer Period until 26<sup>th</sup> April 2019 and due to the site location, all contractors/workers on site MUST register to the Shire's Harvest Ban Hotline SMS service and adhere to Ban's as required; unless the company can prove they hold exemptions under Sections 22 and 25 of the Bush Fires Act 1954.
- Due to location of site and risk to grass fires; a mobile Fire Fighting Unit, preferably, a slip-on unit carrying a minimum of 600lt water to be present during the construction period.

# 5. Tenderer's Offer

# **5.1** Form of Tender

The Chief Executive Officer Shire of Jerramungup 8 Vasey Street Jerramungup WA 6337

I/We (Registered Entity Name):		
	(BLOCK LETTER:	S)
of:		
	(REGISTERED STREET ADDRESS	S)
ABN	ACN (if any)	
Telephone No:	Facsimile No:	
E-mail :		
In response to RFT 001-0319:		
I/We agree that I am/We are bound schedules, attachments, all in accordar signed and completed.		
The tendered price is valid up to nine forty-five (45) days from the Council's unless extended on mutual agreement	resolution for determining the T	ender, whichever is the later
I/We agree that there will be no cost p of this Tender irrespective of its outcor	•	he preparation or submission
The tendered consideration is as prov format and submitted with this Tender		s of prices in the prescribed
Dated this	day of	20
Signature of authorised signatory of Te	enderer:	
Name of authorised signatory (BLOCK L	LETTERS):	
Position:		
Telephone Number:		
Authorised signatory Postal address:		
Email Address:		

# **5.2 Selection Criteria**

# **5.2.1** Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their  Relevant Licences and Registrations	Yes / No
Relevant Licences and Registrations	
For example Builders Registration may be required for construction purposes; Electrical Contractors will require relevant licenses.	
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Risk Assessment	Yes / No
A Risk Assessment is used to determine the potential risk of Contractors to the Principal. The elements provided below are suggested only and should be altered to suit individual target market categories.	
Tenderers must address the following information in an attachment and label it "Risk Assessment":  i) An outline of your organisational structure inclusive of any branches and number of personnel.  ii) Provide the organisations directors/company owners and any other positions held with other organisations.  iii) Provide a summary of the number of years your organisation has been in business	

#### Part 5 COMPLETE AND RETURN THIS PART

- iv) Attach details of your referees. You should give examples of work provided for your referees where possible.
- v) Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.
- vi) Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.
- vii) Do you intend to subcontract any of the Requirements? If Yes, provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.
- viii) Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.
- ix) Are you presently able to pay all your debts in full as and when they fall due?
- x) Are you currently engaged in litigation as a result of which you may be liable for \$50,000.00 or more? If Yes please provide details.

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If the Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within seven working days of acceptance

# Part 5 COMPLETE AND RETURN THIS PART

# **5.2.2 Qualitative Criteria**

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

- a) All information relevant to your answers to each criterion are to be contained within your Tender;
- b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- c) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Tenderers are to address each issue outlines within a qualitative criterion.

A. Relevant Experience	"Relevant
To the control of the fellow the fellow to the fellow to the fellow the fellow the fellow to the fellow the fellow the fellow to the fellow to the fellow the fellow to the fellow to the fellow the fellow the fellow to the fellow to the fellow the fellow to the fellow	Experience"
Tenderers must address the following information in an attachment	1 ·c ·· 1 ·
and label it "Relevant Experience":	Tick if attached
a) Provide details of similar work.	
b) Demonstrate competency and proven track record of achieving	
Outcomes.  R. Kay Barannal Skills and Evnaviones	"Key Personnel"
B. Key Personnel Skills and Experience	key Personner
Tenderers must address the following information in an attachment and label it "Key Personnel Skills and Experience":	Tick if attached
a) The Tenderer's role in the performance of the Contract.	
b) Curriculum vitae of key staff inclusive of membership to any	
professional or business association, qualifications etc.	
Supply any other relevant details in an attachment and label it "Key Personnel Skills and Experience".	
C. Tenderer's Resources	"Tenderer's
C. Telluerer's Resources	Resource"
Tenderers must address the following information in an attachment	Nesource
and label it "Tenderer's Resources":	Tick if attached
a) Plant, equipment and materials.	
b) Any contingency measures or backup of resources including	
personnel (where applicable)	
c) Safety record	
d) List any suppliers located within the Principal's boundaries that are	
intended to be utilised during the contract. Details to provide	
include Contractor name and principal business address, details of	
services to be provided and estimated value of service to be	
provided	
As a minimum Tenderers should be provide a current commitment	
schedule and plant/equipment schedule in an attachment and label it	
"Tenderer's Resource".	
D. Demonstrated Understanding	"Demonstrated
	Understanding"
Tenderers must address the following information in an attachment	
and label it "Demonstrated Understanding":	Tick if attached
a) A project schedule/timeline (where applicable)	
b) The process for the delivery of the Goods/Services.	
c) Demonstrated understanding of the Scope of Work.	
Supply details and provide an outline of your proposed methodology in an	
attachment labelled "Demonstrated Understanding"	

# Part 5 COMPLETE AND RETURN THIS PART

# **5.3** Price Information

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

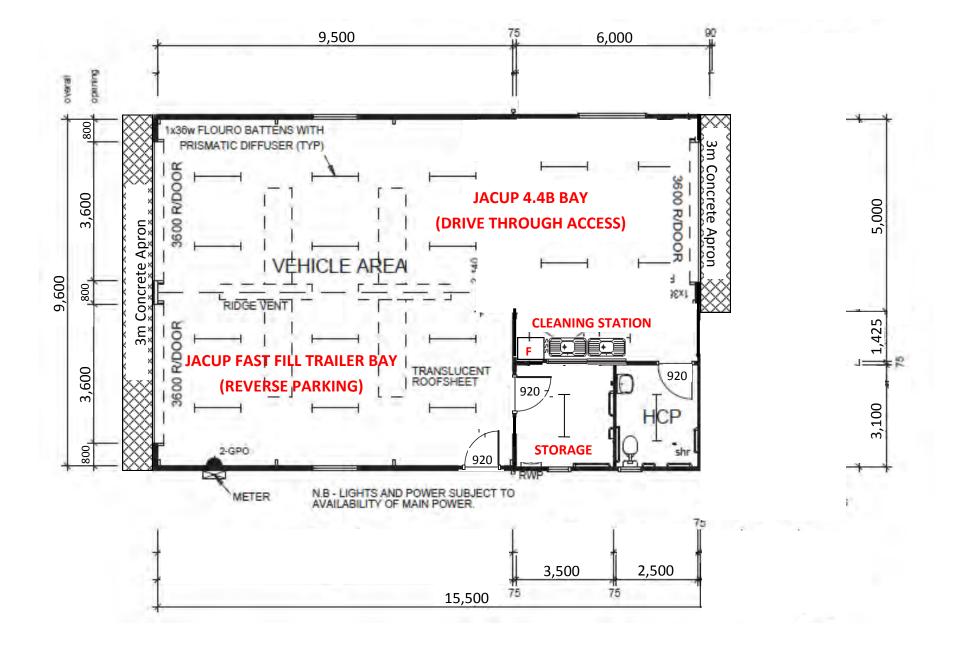
# **5.3.1** Price Basis

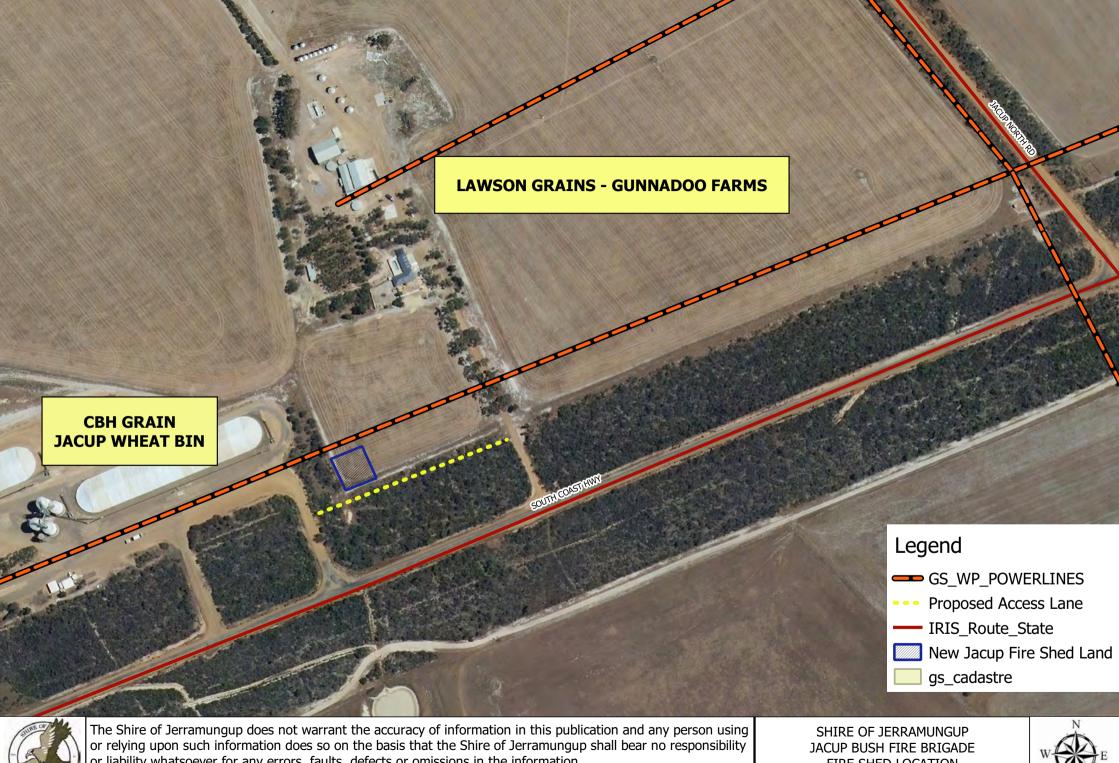
Are you prepared to offer a fixed price?  Yes / No
--

# **5.3.2** Price Schedule

The Price Schedule is to be provided in a similar format as below:

Construction of Jacup Bush Fire Shed Building Price Scehdule			
Items	Price \$ (ex GST)	Price \$ (inc GST)	
Site Clearing and earthworks			
Construction works			
Connection of mains power			
Materials			
Total Lump Sum			







or liability whatsoever for any errors, faults, defects or omissions in the information.

FIRE SHED LOCATION LOT 301 SOUTH COAST HWY, JACUP

