



Request for Tender

Request for Tender:	Provision of a qualified Medical Services Provider to provide General Practitioner Medical Services and General Business Practice Support Services to the Shire of Jerramungup Community
Deadline:	Monday 9 August 2021, at 2.00 pm WST
Address for Delivery:	8 Vasey Street Jerramungup WA 6337 Email tenders accepted: <i>tenders@jerramungup.wa.gov.au</i>
RFT Number:	RFT 04/21

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1 Contract Overview

1.1 Contract Requirements in Brief

The Shire of Jerramungup is seeking a suitably experienced and qualified Medical Services Provider to provide General Practitioner Medical Services to the Jerramungup Community and surrounds and is to provide General Business Practice Support Services.

1.2 Timelines

The contract for the medical services to the Shire of Jerramungup community will commence September 2021 with the Term of the Contract being 3 (Three) Years with an extension of 3 (Three) Years subject to a satisfactory performance review

2 Conditions of Tendering

2.1 Definitions

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

Attachments:	The documents you attach as part of your Tender.
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.
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods and/or the Provision of Services provided in Part 4.
Offer:	Your offer to supply the Requirements.
Principal:	The Shire of Jerramungup
Request or RTF or Request for Tender	This document.
Requirement:	The Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Tender:	Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Tender Open Period:	The time between advertising the Request and the Deadline.

2.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Contract Overview (*read and keep this part*).

Part 2 – Conditions of Tendering (*read and keep this part*).

Part 3 – Specification (*read and keep this part*).

Part 4 – General Conditions of Contract (*read and keep this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Tenderers by the Principal.
- b) Any other policy or document referred to but not attached to the Request.
- c) The following information is to be provided as part of the Tenderer's submission and are attached under the relevant criterion.
 - RFT 04/21 Price Schedule
 - RFT 04/21 Relevant Experience
 - RFT 04/21 Project Team

2.3 Contact Persons

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

Name:	Charmaine Solomon
Telephone:	(08) 9835 1022
Email:	dceo@jerramungup.wa.gov.au

2.4 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents prior to lodgement of their Tender. Written clarifications must be made via the email address listed in Section 2.3 Contact Persons.

No requests for information or clarification to the RFT Documents will be accepted later than four (4) working days prior to the Deadline of this Request.

2.5 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is 2.00 pm WST, Monday 9 August 2021.

Tenders can be lodged in two forms:

1. Hard Copy

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 8 Vasey Street, Jerramungup (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, 8 Vasey Street, Jerramungup, 6337.

Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked "ORIGINAL" and unbound and clipped (not stapled) and the other(s) to be marked "COPY" and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

2. Email

- a) Electronic mail (email) Tenders will be accepted.
- b) Email tenders must be submitted to tenders@jerramungup.wa.gov.au and received by the Deadline. Failure to submit an electronic mail tender to this email address and have it received by the Deadline will render the electronic mail tender invalid.
- c) To ensure the integrity of the tender process, electronic mail tenders should only be submitted to the designated tender submission email address with the subject being the tender number **RFT 04/21**. Do not send Tender Submissions to staff email addresses, including the Principal's contact.

Emailed Tenderers must ensure that a signed copy of their Tender is submitted. All pages submitted must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached.

Tenders will NOT be accepted by Facsimile

2.6 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) Tenders are submitted with electronic files that cannot be read or decrypted; or
- d) It fails to comply with any other requirements of the Request.

2.7 Acceptance of Tenders

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

2.8 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 or be advised that no Tender was accepted.

2.9 Tender Validity Period

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

2.10 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 will have precedence.

2.11 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 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."

2.12 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.

2.13 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.

2.14 Risk Assessment

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;

- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer; so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

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

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

2.15 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 Offer and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be short-listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

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

2.16 Selection Criteria

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

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

A scoring system will be used as part of the assessment of the qualitative criteria. 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.

2.17 Compliance Criteria

The Compliance Criteria are detailed below, they will not be point scored. Each Tender will be assessed on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of “Non-Compliant” against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria		
a)	<p>Tenderer Profile</p> <p>i. Provide the Tenderers Australian Business Number (ABN) and Registered Entity Name and Registered Entity Address.</p> <p>ii. Provide details of the Tenderers person authorised to prepare your response to this Request including; full name, position title, postal address, phone number and email address.</p> <p>Provide a minimum of two referees, including the name, position, telephone, email address and type of service provided. Describe the nature of the relationship and relevance to this Request.</p>	Yes / No
b)	<p>Tenderer’s Declaration</p> <p>i. By indicating Yes (The Tenderers Authorised Person) We (The Tenderer) agree that I am/We are bound by, and will comply with the Conditions of Tender contained in this Request.</p> <p>I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Request irrespective of its outcome.</p>	Yes / No
c)	<p>Financial Position</p> <p>i. Does your organisation have the ability to pay all debts in full as and when they fall due? (If no, please provide details).</p> <p>ii. Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details).</p> <p>Will you co-operate with an independent financial assessor during the conduct of financial assessments? (If no, please outline your reason why).</p>	Yes / No

Part 4 COMPLETE AND RETURN THIS PART

<p>d)</p>	<p>Conflict of Interest</p> <p>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 provide details.)</p>	<p>Yes / No</p>
<p>e)</p>	<p>Insurance Details</p> <p>Does the Tenderer maintain the minimum insurance requirements as detailed in this Request? If Yes, provide evidence of the Tenderer’s insurance policies that meets the requirements for the following:</p> <ul style="list-style-type: none"> • Public and Products Liability – for an amount of indemnity of not less than \$20,000,000 for any one occurrence and unlimited as to the number of occurrences and products liability policy for an amount of indemnity of not less than \$20,000,000 any one occurrence and in the aggregate. • Workers Compensation Insurance – which insures against liability for death of or injury to persons employed or engaged by the Contractor including liability by statute and at common law to a limit of not less than \$50,000,000 as required to be insured under the <i>Workers Compensation and Injury Management Act 1981 (WA)</i>. • Motor Vehicle and Equipment Insurance – for the Contractor’s vehicles, registered plant and equipment brought on to the Site or used in connection with the project whether owned, hired or leased in addition to any compulsory motor vehicle policy covering material damage to the said vehicles including third party liability for no less than \$30,000,000 any one occurrence. • Professional/Medical Indemnity Insurance – which insures against claims or breach of duty as a result of giving professional advice or services, to a limit of not less than \$5,000,000. <p>If the Tenderer does not currently meet the minimum insurance requirements, does the Tenderer agree to amend its insurance policies to meet these requirements at no additional cost to the Principal prior to award of a Contract?</p>	<p>Yes / No</p>
<p>f)</p>	<p>Addendums/Acknowledgement</p> <p>Tenderers are to acknowledge receipt of any addendums issued and whether you have allowed for any price adjustments resulting in any issued addendum.</p>	<p>Yes / No</p>

g)	Critical Assumptions Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request.	Yes / No
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2.18 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Qualitative Criteria as detailed below. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in a low score or elimination from the tender evaluation process.

Qualitative Criteria		Weighting
a)	Capability and Methodology <ul style="list-style-type: none"> • Provide previous and/or current capability in undertaking the documented Services in a regional location. • Detail the Tenderers process and methodology for the management of the Services to include for; patient records, confidentiality of records, patient bookings, out of hours service and emergency response service and include a detailed description of the general practice support services to be provided. <p><i>RFT 04/21 Relevant Experience has been attached.</i></p>	35% Tick if provided <input type="checkbox"/>
b)	Organisation Experience <ul style="list-style-type: none"> • Provide details of Tenderers organisation and organisational chart for the regional service including the Tenderer's proposed personnel (GP, managerial and operational team) relevant experience and qualifications, current registrations or licenses held and police clearances. • Provide details for initial and ongoing training of administration staff. • Provide details of the Tenderers ability to provide compliance with the Work Health and Safety (OHS) acts and regulations and Environmental Standards for both their employees and patients. <p><i>RFT 04/21 Project Team has been attached to this criterion.</i></p>	30% Tick if provided <input type="checkbox"/>

c)	<p>Organisational Capacity and Personnel</p> <ul style="list-style-type: none"> • Provide details and records of the Tenderers ability to engage and retain regional staff. • Demonstrate and provide process for the management of employees legislative registration details of compliance for both current and ongoing requirements • Provide details of Tenderers process to maintain and protect the Shires facilities 	<p>35%</p> <p>Tick if provided</p> <p style="text-align: center;"><input type="checkbox"/></p>
d)	<p>Pricing</p> <ul style="list-style-type: none"> • Lump Sum Monthly Service Charge to be submitted <p>Option 1; and/or</p> <p>Option 2</p> <p><i>Price is NOT weighted for Tender evaluation purposes but assessed on a value for money basis</i></p> <p>Tenderer’s must complete and attach the spreadsheet (RFT 04/21 Price Schedule) which has been attached to this criterion.</p>	<p>0%</p> <p>Tick if provided</p> <p style="text-align: center;"><input type="checkbox"/></p>

2.19 Value Considerations

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	0%

2.20 Regional Price Reference

All Goods and Services between \$50,000 and \$500,000 (ex GST) in value – 5% price discount to businesses within the Shire of Jerramungup.

2.21 Price Basis

All prices for services offered under this Request are to be fixed for the term of the Contract, subject to annual CPI adjustments. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include 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.

2.22 Ownership of Tenders

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

2.23 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.

2.24 Identity of the Tenderer

The identity of the Tenderer is fundamental to the Principal. The Tenderer will be the person, persons, corporation, or corporations named as the Tenderer within your Tender. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.25 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.

2.26 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 a Tender by the due Deadline will be read out at the tender opening. No discussions will be entered into between Tenderers, members of the public and the Principal's officers present or otherwise, concerning the Tenders submitted.

2.27 In House Tenders

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

3 Specification

3.1 Contract Requirements in Brief

The Principal is seeking a suitably experienced and qualified Medical Services Provider (MSP) to provide General Practitioner medical services to the Jerramungup Community and surrounds and to provide General Business Practice Support Services.

The Principal may negotiate a contract variation with the successful Contractor based on any new requirements.

3.2 Scope of Work

The MSP shall establish and facilitate the services of a General Practitioner for the Shire of Jerramungup, the MSP will also provide the Business Services in relation to the General Practice to be funded by the Principal.

The MSP must be registered under the *Health Practitioner Regulation National Law (WA) Act 2010* to practice as a medical practitioner, or hold a provisional registration under the Act that permits the MSP to provide the medical services and the MSP shall in the performance of its obligations under the Contract, at all times, duly perform and fulfil the requirements under any statutes of the Commonwealth of Australia, or of the State of Western Australia, or any local laws, ordinances, or regulations of any authority constituted under such statutes.

The MSP must, during the Term, provide the medical services to the reasonable satisfaction of the Principal and must –

- Provide all aspects of general practice services and management of the medical centres.
- Employ all clinical and administrative staff required to conduct the medical services including:
 - The MSP shall to the satisfaction of the Principal, provide adequate supervision and employ and maintain during the whole term of the Contract, a sufficient number of trained and efficient staff necessary for the due carrying out of the provisions of the specification and scope of work.
 - The MSP shall make a duly authorised representative available to the Principal to receive instructions.
 - The MSP's representative shall have sufficient command of the English language and of relevant technical terminology to be able to read, converse and receive instructions in English.
 - The MSP shall make the contract personnel familiar with all contents and conditions of this Contract, which are relevant to them.
 - The Principal shall be provided, upon request, the names and contact phone numbers of the MSP's Personnel involved in performing the contracted services.
 - Neither the MSP nor the MSP's Contract Personnel shall consume or store alcoholic beverages in or around the premises.
 - All buildings are non-smoking areas and as such all MSP's employees and cleaning staff shall abide by this requirement while on those premises.
 - Police clearance may be required if requested by the Principal.
- Engage a locum Medical Practitioner to perform the medical services during any period of leave of 21 days or more taken by the MSP.

- During the term, the Principal will provide the MSP with the use of Medical Centres located at;
 - Lot 146 Kokoda Road, Jerramungup
 - Lot 198 John Street, Bremer Bay

The MSP to include within its costs for the above Medical Centres to be kept free from dirt and rubbish, and all medical waste and other rubbish and refuse to be stored in appropriate receptacles.

All reasonable precautions are to be taken to keep both Medical Centres free of rodents, vermin, insects, pests, birds and animals.

All reasonable precautions are to be taken to prevent pollution or contamination at each of the Medical Centres.

- The Principal will also provide the following support to the General Practitioner;
 - Provision of a 4x2 bedroom house located in Jerramungup **or** Bremer Bay.
 - Gardening services and water consumption costs at the residence.
 - Toyota Prado or equivalent including running costs, fuel costs to be incurred by the Medical Services Provider.

The above Scope of Works requirements shall also allow for the inclusion of the attached **Annexure B – Shire of Jerramungup General Practice Business Support Service, Table of Services** if not already included above.

3.3 Hours of Work

The hours of work are to be determined by the successful Tenderer and the Principal prior to the Contract commencement.

3.4 Nature and Quantity of Work

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

3.5 Reports

- a) Recipient Tax Invoice – is to be generated by the MSP and submitted to the Principal's office every month. The invoice is to separate costs into Cost Centres as directed by the Principal.
- b) Damage report – if maintenance requirements outside the scope of this Contract such as vandalism and damage are observed by the Contractor, they are to be reported to the Principal, including fresh water tank levels.

3.6 Application of Laws

The Contractor shall in the performance of its obligations under this Contract, at all times, duly perform and fulfil the requirements under any statutes of the Commonwealth of Australia, or of the State of Western Australia, or any local laws, ordinances, or regulations of any authority constituted under such statutes.

3.7 Marketing

The Contractor must not reproduce, in whole or in part any materials or logos, without the express written permission of the Principal.

3.8 Duration

This Contract will start in September 2021 or an earlier negotiated date for a period of three years. A further three year option is available at the sole discretion of the Principal. In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

4 Contract for the Provision of Medical Services

4.1 Proposed Contract for the Provision of Medical Services

The proposed Contract for the Provision of Medical Services is provided with the RFT documents.

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 LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT) 04/21 Provision of a qualified Medical Services Provider to provide General Practitioner Medical Services and General Business Practice Support Services to the Shire of Jerramungup Community.

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

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

Dated this _____ day of _____ 20____

Signature of Authorised Signatory of Tenderer: _____

Name of Authorised Signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised Signatory Postal Address: _____

Email Address: _____