



## Shire of Jerramungup Request for Tender 01-26

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<b>Request for Tender:</b>	Bushfire Mitigation Activities
<b>Address for Delivery:</b>	Tenders shall be emailed to <a href="mailto:tenders@jerramungup.wa.gov.au">tenders@jerramungup.wa.gov.au</a> Hand delivery: 8 Vasey Street, Jerramungup Post: PO Box 92, Jerramungup WA 6337
<b>Deadline:</b>	Monday, 16 February 2026 at 12.00 noon WST
<b>RFT Number:</b>	RFT 01-26

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## 1 Contract Information

### 1.1 Introduction

The Shire of Jerramungup is seeking a suitable Contractor(s) for the Delivery of the MAF3Y 2025-2028 Bushfire Mitigation Program, funded through the Mitigation Activities Fund (MAF). The MAF Funding is delivered through the State Government Royalties for Regions program. The Shire of Jerramungup has completed its Bushfire Risk Management Plan and will be eligible for ongoing funding to implement treatments identified through the program on State owned land managed by the Shire of Jerramungup.

The contract consists of one hundred and twenty-six (126) individual Bushfire Mitigation treatments to be delivered across the Shire of Jerramungup over a three year period. The treatments are mechanical and chemical in nature and will suit both large and small mechanical contractors.

### 1.2 Contract Award

It is anticipated that the contract will be awarded in the week commencing Monday, 2 March 2026.

### 1.3 Contract Period

The period of this Contract is 2 March 2026 to 30 November 2028.

### 1.4 Definitions

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

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	The Shire of Jerramungup.
<b>Principal's Representative:</b>	The person specified in Section 1.8.
<b>Request or RFT or Request for Tender</b>	This document.
<b>Requirement:</b>	The Services requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Site:</b>	Various within the Shire of Jerramungup.

**Special Conditions:** Means the additional Contract terms.

**Specification:** The Statement of Requirements 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.

**Tender Period:** The time between advertising the Request and the Deadline.

### 1.5 Tender Documents

This Request for Tender is comprised of the following parts:

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

Part 2 – Request Brief (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*).

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

Part 5 – Tenderer Offer (*complete and return this part*).

Attachment A – Schedule of Works and Price

Attachment B – Maps

Attachment C – Guide to Mechanical Bushfire Mitigation

Attachment D – General Conditions of Contract

Attachment E – Shire of Jerramungup WHS07 – Contractor Work Health and Safety Policy

### 1.6 Document Precedence

If there are any discrepancies between the documentation the following will provide the order of precedence:

1. Request for Tender
2. Conditions of Contract
3. Schedule of Works
4. Maps
5. Specification

### 1.7 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.

### 1.8 Contact Person

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

<b>Name:</b>	Daniel Biddulph
<b>Telephone:</b>	0499 351 232
<b>Email:</b>	daniel.biddulph@jerramungup.wa.gov.au

### 1.9 Requests for Clarification

Tenderers may submit a written request for clarification on any part of the RFT documents, prior to lodgement of their Tenders. Written clarifications must be made to the nominated Contact Person and may be subject of an Addendum to this Request.

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.

### 1.10 Tender Briefing

A tender briefing will **not** be undertaken as part of this tender process.

Tenderers are requested to contact the person noted in Clause 1.8 to clarify any uncertainties prior to the closing of the RFT.

### 1.11 Lodgement of Tenders

Your Tender is to be:

- a) lodged by the Deadline; and
- b) lodged via e-mail to [tenders@jerramungup.wa.gov.au](mailto:tenders@jerramungup.wa.gov.au), hand delivered to 8 Vasey Street, or posted to PO Box 92, Jerramungup WA 6337.

Tenders lodged by other means will not be accepted.

### 1.12 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) The electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, in which case the Tender will not be accepted and will be deemed to be a Late Tender; or

- d) The Tender is submitted with electronic files that cannot be read or decrypted; or
- e) The Principal believes the Tender to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Shire of Jerramungup systems; or
- f) It fails to comply with any other requirements of the Request.

### **1.13 Late Tenders**

Tenders received after the Deadline will not be accepted for evaluation.

### **1.14 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.

### **1.15 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.

### **1.16 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 of acceptance for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.17 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.

#### **1.18 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 enquiries;
- 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.

#### **1.19 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.

#### **1.20 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.

#### **1.21 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 (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 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.

### **1.22 Selection Criteria**

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

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

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

### **1.23 Compliance Criteria**

These criteria are detailed in Part 5.2 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.

The criteria contained below are for information purposes. Tenderers must respond to these criteria in their submission.

### **1.24 Qualitative Criteria**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Qualitative Criteria as detailed in part 5.3. 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 element in the submission. Information that you provide will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.

### 1.25 Value Considerations

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) the Principal's budget; and
- d) the Principal's Regional Price Preference Policy.

Once 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).

### 1.26 Regional Price Reference

Tenderers for the Contract may be afforded a preference in accordance with Regulation 24(A-G) of the *Local Government (Functions and General) Regulations 1996* and the Shire's Regional Price Preference Policy AP3.

Where possible goods should be purchased locally provided the local supplier's price is no more than 10% higher than the cheapest external quote and quality of goods is not affected, and that all local suppliers of the required goods and services be given an opportunity to quote.

The following levels of preference will be applied under the Regional Price Preference Policy:

- a) Goods or services up to a maximum price reduction of \$50,000: 10% discount to businesses within the Shire of Jerramungup.
- b) Goods or Services, including construction (building) services, up to a maximum price reduction of \$500,000, if the Council is seeking tenders for the provision of those goods or services for the first time, due to those good or services having been, until then, undertaken by the Council: 10% to businesses within the Shire of Jerramungup.

A link to this policy is provided below:

<https://www.jerramungup.wa.gov.au/council/document-centre/policies.aspx>

#### **1.27 Price Basis**

All prices for the services offered under this Request are to be fixed for the duration of the Contract.

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.

#### **1.28 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.

#### **1.29 Canvassing of Officials**

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

#### **1.30 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 within the Offer. Upon acceptance of the Tender, the Tenderer will become the Contractor.

#### **1.31 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.

#### **1.32 Tender Opening**

Tenders will be opened at the Shire of Jerramungup Administration Building, as soon as practicable 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.

### **1.33 In House Tenders**

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

## 2 Request Brief

### 2.1 Contract Requirements in Brief

The Principal is seeking a suitable Contractor to undertake various Bushfire Mitigation Activities throughout the Shire of Jerramungup for a three (3) year period. Works required are contained within Attachment A: Schedule of Works and Price.

The works program consists of one hundred and twenty-six treatments (126) line items funded through the Department of Fire and Emergency Services' (DFES) MAF3Y25-28 grant program.

The Shire is also seeking an hourly machine rate from a suitable Contractor(s) to assist in the delivery of a prescribed burning program. The Respondent is requested to provide a fixed hourly rate for the plant items contained within Attachment A: Schedule of Works and Price.

The Shire may or may not include these treatments or machine rates in the Contract to the successful tenderer.

Each line item is a bushfire mitigation treatment or machine rate and needs to be quoted on individually.

A Contractor can choose to decline to quote on treatment options or machine hourly rates if they deem them to be unsuitable for the organisation's capabilities, capacity or values. This will not affect the Contractor's ability to be awarded other works deemed suitable by the Contractor.

A site visit to assess the Contractor's suitability for the works proposed is highly recommended as there are variations in terrain, vegetation density and level of works required at each site.

Works will include but not be limited to:

- Mulching / Slashing
- Parkland clearing
- Tree lopping (crown lifting) and pruning
- Chemical spraying
- Machine operations – Prescribed burning

Works will need to be carried out to the specified standards contained in Attachment C – Guide to Mechanical Bushfire Mitigation.

The Shire of Jerramungup and community is highly committed to maintaining the amenity and preserving biodiversity where possible. Works must be carried out in an environmentally sensitive manner.

A detailed description of the scope can be found in the attached technical specification.

### 2.2 Prescribed Burning Program

The Shire has been allocated funds under the DFES MAF3Y 2025-28 grant program to deliver a prescribed burn program.

The Principal is also seeking an experienced Contractor(s) capable of supplying machinery with the capacity to undertake site preparation for implementation of prescribed burns; on-site presence and operation of machinery during prescribed burn delivery and post burn rehabilitation works, if any are required.

Direction of the works will be solely under the instruction of the Shire of Jerramungup's Bushfire Risk Mitigation Coordinator (BRMC).

Works required include, but are not limited to:

- Preparation of edges around burns where the edges are to be mulched, slashed and/or vegetation being track rolled in order to improve ability to light the edge of the planned burns.
- Ensure machinery availability on site during the implementation of the prescribed burn to manage potential for hop overs outside burn boundary and containment of the edges using a mulching/slashing technique to minimise potential for windrows of topsoil and vegetation to be created.
- Undertake post prescribed burn rehabilitation and closure of any temporary vehicle access tracks that may have been established pre the burn and/or at the time of the burn.
- Supply water cart on site during the implementation of prescribed burns for use as refill to Shire and DFES supplied Fire Appliances, ie, Light Tankers and Heavy Duties.

**Machinery to be supplied is of the following nature:**

- Skid steers and or wheeled bob cat styled machines fitted with mulching heads and or slasher decks to 150 Hp and ideally high-volume hydraulic system flow rates to ensure maximum mulching capabilities.
- Articulated rubber tyred loaders fitted with hydraulic grabs capable of collecting and windrowing fallen timber debris.
- Additional implements to include broom sweepers to remove mulch/dry litter from burn boundary access tracks.
- Bulldozer D5-D8 size or equivalent.
- Tractor four-wheel drive and or front wheel assist fitted with mower front and/or rear to undertake slashing of strategic low fuel breaks in advance of burning where such breaks are located around and/or along some edges of any planned prescribed burns.
- Water supply of no less than 10,000L either trailer mounted and/or located within/on a truck, note no requirement for pump is required however cam lock fittings to suit DFES styled fire appliances and flexible ribbed delivery hose to be supplied.
- All operations to be implemented under dry soil conditions with machinery to be supplied free of adhering soils and vegetation materials. Note: No windrows and heaped piles of dirt and vegetation are acceptable with these works.

Works will need to be carried out to the specified standards contained in Attachment C: "Guide to Mechanical Bushfire Mitigation" DFES Bushfire Centre of Excellence publication.

### 2.3 Completion Deadline

All works outlined within Schedule of Works must be completed by **Friday, 10 November 2028**.

All invoices must be submitted to the Shire of Jerramungup no later than **Friday, 10 November 2028**, if not already progressively submitted earlier. Refer to Section 4.5.

### 2.4 Standards of Work

All material and workmanship used in the execution of the Contract works shall comply with the requirements of the Specifications and nominated standards.

### 2.5 Plant and Equipment

The Contractor shall supply all plant and equipment necessary to carry out the works.

Plant shall be of adequate capacity and rating to carry out work specified.

If at any time during the progress of the works, plant, equipment or labour appear to the Principal's Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Principal's Representative may direct the Contractor at his cost to increase all abovementioned deficiencies to bring the project back on track and quality up to standard.

### 2.6 Chemical information

The use of chemicals required during the currency of this Contract shall comply with the requirements of the *Health (Pesticides) Regulations 2011*.

The Contractor shall ensure that Safety Data Sheets for chemicals to be used are kept on all work sites.

Chemical Contractors are to display the chemical name when spraying in public areas.

### 2.7 Weather Conditions

Chemical Contractors are to only operate on days where weather conditions are suitable for spraying, as per the conditions of their licence.

The Principal should be consulted when extensions to deadlines are required, should there be consecutive days of unsuitable spraying conditions affecting the Contractor's ability to complete works by the Completion Deadline outlined in section 2.2.

## 2.8 Contractor's Programme

The Contractors submitting an Offer for part or all of this Tender shall be mindful of treatment areas that have both a mechanical and chemical work requirement identified. Mechanical Contractors will need to prioritise these areas, to allow enough time for Chemical Contractors to achieve targeted spraying of regrowth by the Completion Deadline specified in Section 2.2.

## 2.9 Working Days and Hours

Normal working days are Monday to Friday; Contractors may choose to work weekends or Public Holidays. The Principal will not incur any increased cost associated with penalty rates or overtime payments to staff.

There is no expectation imposed onto the Contractor to work during Public Holiday periods.

## 2.10 Cessation of Work/Stand down of Resources

The Principal's Representative may direct the Contractor to cease operations and stand-down all resources for events including but not limited to: excessive dust due to wind, Total Fire Bans imposed by State Authority, Harvest and Vehicle Movement Bans imposed by the Local Authority. Refer to Section 4.2 and 4.3.

During the period of cessation of work the Contractor shall keep all machinery and maintain their capability to restart work at the first opportunity.

## 2.11 Safety Management Plan

The Contractor warrants that whilst undertaking the Contract, the requirements of the *Work Health and Safety Act 2020*, Regulations, Codes of Practice and applicable Australian Standards shall be complied with.

The Contractor accepts the terms and conditions of the Shire of Jerramungup WHS07 - Contractor Work Health and Safety Policy (Attachment E), and/or shall provide a copy of their own Policy before Contract commencement.

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan". The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

The Contractor shall supply their Safety Management Plan as a Tender Attachment.

### **3 General Conditions of Contract**

#### **3.1 Proposed Conditions**

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

The Conditions of Contract are as specified in the *WALGA General Conditions of Contract for the Provision of Minor Works*.

This document shall be read as if inserted herein. A copy of the *WALGA General Conditions of Contract for the Provision of Minor Works* can be found in Attachment D.

## **4 Special Conditions of Contract**

### **4.1 Shire SMS messaging service**

All Contractors will be required to register with Shire of Jerramungup SMS services to receive alerts for Harvest and Vehicle Movement Bans and/or Total Fire Bans.

### **4.2 Harvest and Vehicle Movement Bans**

Contractors appointed by the Principal will be required to cease work immediately during periods when a Harvest and Vehicle Movement Ban has been imposed by the Shire of Jerramungup for the relevant Harvest/Fire Zone area.

### **4.3 Total Fire Bans**

Total Fire Bans are imposed by the State of Western Australia due to unfavourable forecast fire weather conditions for the upcoming day. As such, unless Contractors can guarantee they can fully meet the conditions prescribed within the DFES Total Fire Ban fact sheet for Road Works, no works will be carried out.

The Principal will not incur any cost for downtime/standby rates as a result of a Total Fire Ban being imposed on the Shire of Jerramungup. Should multiple Total Fire Ban days affect the Contractor's ability to complete works by the Completion Deadline specified in section 2.2, Contractors may consult the Principal's Representative.

### **4.4 On-Site Fire Fighting/Suppression**

As per the Shire of Jerramungup Fire Control and Preparedness Information 2025/2026 (as published on the Shire of Jerramungup website ([Fire Control » Shire of Jerramungup](#))), Contractors operating any machine or undertaking any activity likely to cause a fire are required to have a fully maintained and operational firefighting unit with a minimum of 600 Litres of water on site during the Restricted and Prohibited Burning Times from 1 September 2025 – 31 May 2026. The dates for the Restricted and Prohibited periods may vary each year. Updated dates will be published annually on the Shires website.

### **4.5 Invoice Submission**

When the Contractor submits an invoice to the Principal for payment, the invoice must show/include the following:

- Each treatment must be clearly identified by individual Treatment ID (as provided in the Schedule of Works).
- Line pricing to be GST exclusive.

Please note payment of invoice will not occur unless the above details are provided.

Invoices are to be sent to [accounts@jerramungup.wa.gov.au](mailto:accounts@jerramungup.wa.gov.au)

#### **4.6 Goods & Services Tax (GST)**

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

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

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

## 5 Tenderer Offer

### 5.1 Offer Form

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

ABN/GST Status: \_\_\_\_\_

ACN (if any): \_\_\_\_\_

Telephone No. (Mobile): \_\_\_\_\_

Telephone No. (Other): \_\_\_\_\_

E-mail: \_\_\_\_\_

Website (if any): \_\_\_\_\_

In relation to Request for Tender RFT 01-26 I/we agree that I am/we are bound by, and will comply with the following:

- This Request and its associated Schedules, Maps, Specifications and General Conditions of Contract.
- All Offers shall remain valid and open for acceptance for a minimum period of ninety days from the date of the Request closing unless extended on mutual agreement between the Principal and the Tenderer in writing.
- There shall be no cost payable by the Principal towards the preparation or submission of this Offer irrespective of its outcome.
- The offered consideration is as provided under the Price Schedule in the prescribed format and submitted as part of this response.

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

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of authorised signatory (Block Letters)

\_\_\_\_\_  
Name of Witness (Block Letters)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

## 5.2 General and Corporate Information

The Tenderer shall complete and submit all sections of Part 5. Where an item is Not Applicable it should be marked “N/A” and an explanation provided (where appropriate) of why it is not applicable.

Information shall be labelled clearly with the associated attachment number.

### 5.2.1 Organisational profile and referees

Attached the profile of the person, entity or corporation that is making the Offer	<b>Attachment 1</b> Tick if attached <input type="checkbox"/>
Attached details of referees. Include up to three (3) referees and include the scope of works and contract value.	<b>Attachment 2</b> Tick if attached <input type="checkbox"/>

### 5.2.2 Subcontractors

Attached the details of any subcontractors including name, address, and the requirement to be subcontracted	<b>Attachment 3</b> Tick if attached <input type="checkbox"/>
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### 5.2.3 Conflicts of interest

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, and are any such conflicts of interest likely to arise during the Contract?	Yes/No
If Yes, please supply details of any actual or potential conflicts of interest and the way in which they will be dealt with.	<b>Attachment 4</b> Tick if attached <input type="checkbox"/>

**5.2.4 Financial Position**

Does your organisation have the ability to pay all debts in full as and when they fall due?	Yes/No
Does your organisation have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more?	Yes/No
Will you co-operate with an independent financial assessor during the conduct of financial assessments?	Yes/No

**5.2.5 Insurance coverage**

<p>Please provide your organisation insurance details for:</p> <p>Contract Works Insurance, Value (\$) / Expiry Date;</p> <p>Public Liability Insurance, Value (\$20m) / Expiry Date;</p> <p>Products Liability Insurance, Value (\$20m) / Expiry Date;</p> <p>Motor vehicle, plant and equipment (owned, leased or hired) Value (\$) / Expiry Date;</p> <p>Workers Compensation Insurance Value (\$) / Expiry Date.</p>	<p><b>Attachment 5</b></p> <p>Tick if attached <input type="checkbox"/></p>
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**5.2.6 Environmental Control Procedure**

<p>Please provide your organisation's environmental control procedures for:</p> <p>Wash down procedure of equipment, machinery and vehicles in order to minimise spread of dieback within the landscape,</p> <p>Blowdown procedures of equipment, machinery and vehicles in order to minimise spread of environmental weeds such as Victorian Ti Tree, <i>Leptospermum laeviagatum</i>, which is prolific in the Bremer Bay zone of the Shire.</p>	<p><b>Attachment 6</b></p> <p>Tick if attached <input type="checkbox"/></p>
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**5.2.7 Safety**

Please provide your organisation’s Safety Management Plan.	<p><b>Attachment 7</b></p> <p>Tick if attached <input type="checkbox"/></p>
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**5.2.8 Tenderer’s current commitment schedule**

Project Description	Value as Let	Date Started	Anticipated Completion Date

**5.3 Qualitative Criteria**

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

- All information relevant to your answers are to be contained within your Offer.
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience.

<p><b>Relevant Experience – 40% weighting</b></p> <p>Describe your experience in delivering similar scope of work and provide details of similar work</p>	<p><b>Attachment 8</b></p> <p>Tick if attached <input type="checkbox"/></p>
<p><b>Cost – 60% weighting</b></p> <p>Complete the price schedule (Attachment A)</p>	<p><b>Attachment 9</b></p> <p>Tick if attached <input type="checkbox"/></p>

#### **5.4 Price Information**

This Tender is a lump sum, fixed price Contract for each component of the Schedule of Works.

Tenderers must complete the Price Schedule at Attachment A.

Before completing the Price Schedule, Tenderers should ensure they have read the entire Request.

Tenderers may submit prices for all or part of the Requirements and these may be accepted by the Principal either wholly or in part.