



## Request for Tender

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<b>Request for Tender:</b>	Shire of Jerramungup Bushfire Mitigation Activities Fund 2021/2022 Program
<b>Address for Delivery:</b>	Tenders shall be e-mailed to <a href="mailto:tenders@jerramungup.wa.gov.au">tenders@jerramungup.wa.gov.au</a> .

<b>Deadline:</b>	Wednesday, 29 September 2021 12.00pm WST
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<b>RFT Number:</b>	RFT 05-21
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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 2021/22 Bushfire mitigation program, funded through the Mitigation Activities Fund (MAF). The MAF Funding is delivered through the State Government Emergency Services Levy 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.

The contract consists of multiple individual Bushfire mitigation treatments to be delivered across the Shire of Jerramungup. The treatments are both chemical and mechanical 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 27 September 2021.

### 1.3 Contract Period

The period of this Contract is provided in Attachment C: "General Conditions of Contract for the Provision of Minor Works" as attached to this tender.

### 1.4 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 nominated in Part 3.

**Offer:** Your offer to supply the Requirements.

**Principal:** The Shire of Jerramungup

**Request or RFT 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.

**Site:** Various within the Shire of Jerramungup

**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.

**Special Conditions:** Means the additional contract terms

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

Attachment A – Schedule of Works & Price for the implementation of the Mitigation Activity Fund (MAF) Grants Program treatments, Shire of Jerramungup 2021 Round 1

Attachment B – Maps

Attachment C – General Conditions of Contract for the Provision of Minor Works

Attachment D – Specifications document, “South East Fire Working Group UCL/UMR Mitigation Terminology and Standards”.

## 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. Schedule of Works
3. Maps
4. Conditions of Contract
5. Technical 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 3) 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 Persons

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

<b>Name:</b>	Malcom Grant
<b>Telephone:</b>	0499 351 155
<b>Email:</b>	brpc@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 tender contact 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

Attendance at a meeting is **not** mandatory.

A tender briefing will provide Tenderers with the opportunity to clarify any uncertainties prior to the closing of the tender.

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.

Hard copy Tenders, and Tenders submitted by Facsimile 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) Where the electronic submission of a Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a Late Tender; or
- d) Tenders submitted with electronic files that cannot be read or decrypted; or
- e) Tenders which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Shire of Jerramungup systems.
- f) It may be rejected if it fails to comply with any other requirements of the Request.

### 1.13 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.

### 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 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 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.

#### **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 4.2 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 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 element in the submission. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

The criteria are outlined in Part 4.3.

### **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 (e.g. 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 Policy AP3 – Regional Price Preference Policy.

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 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% discount 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 first twelve months of the Contract with an annual adjustment applicable thereafter.

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 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.

#### **1.30 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 your Tender. 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 Request for 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.

Works required are contained within Attachment A: Schedule of works & price

The works program consists of **sixty nine (69)** individual line items. Each line item is a bushfire mitigation treatment and needs to be quoted on individually. A contractor can choose to decline to quote on treatment options he/she deems unsuitable for the organisations 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 Contractors 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 limited to:

- Mulching / Slashing
- Parkland clearing
- Raking and windrowing of fallen materials
- Access construction
- Chemical Spraying
- Tree loping and pruning
- Brushcutting

Works will need to be carried out to the specified standards contained in the Appendix E: specifications document, "South East Fire Working Group UCL/UMR Mitigation Terminology and Standards".

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 manor.

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

## 2.2 Completion Deadline

All chemical works outlined within Schedule of Works must be completed by **Monday 29 November 2021**.

All mechanical works outlined within the Schedule of Works must be completed by **Monday 28 March 2022**.

All invoices, must be submitted to the Shire of Jerramungup no later than **Tuesday 26 April 2022**, if not already progressively submitted earlier. Refer to Section 4.5.

## 2.3 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.

## 2.4 Plant and Equipment

The Contractor shall supply all plant and equipment necessary to carry out the works and shall not remove from the site any plant and equipment, which will hinder or delay the progress of the work, without written approval of the Principal's Representative.

Plant shall be of adequate capacity and rating to carry out work specified. The Contractor shall remove from the Works any plant or equipment considered by the Principal's Representative to be unsuitable for carrying out the work in accordance with the specification.

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 above mentioned deficiencies to bring the project back on track and quality up to standard.

## 2.5 Chemical Information

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

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

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

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

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

## **2.6 Weather Conditions**

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

Discussions can occur with the Principal for extension to deadline, should there be consecutive days of unsuitable spraying conditions affecting the contractor's ability to complete works by the due date outlined in section 2.2.

## **2.7 Contractor's Programme**

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

## **2.8 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 increase cost associated to penalty rates or overtime cost of staff wages.

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

Normal working hours when working within town sites or near residential properties are between 7.00 am and 6.00 pm but for the purpose of variations and extensions of time to the Contract shall consist of 8 hours per working day.

Where the Contractor considers it essential to work outside normal working hours or normal working days he must request in writing prior approval from the Principal's Representative and this approval, if granted, shall not be construed as a variation.

## **2.9 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 Local Authority, State regulatory authorities and Bush Fires Board or directions by Authorities. Refer to Section 4.2 and 4.3

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

## **2.10 Safety Management Plan**

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

Prior to the commencement of the Works, the Contractor shall supply to the Principal's Representative in writing, its Safety Management Plan.

### **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 shall include the Contract Conditions specified in the *General Conditions of Contract for the Provision of Minor Works*.

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

## **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 & Vehicle Movement Ban and/or Total Fire Ban.

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

Contractors appointed by the Principal, like its works staff, will be required to cease work immediately, during periods of 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 result of a Total Fire Ban being imposed on the Shire of Jerramungup. Discussions can occur with the Principal should there be multiple Total Fire Ban days affecting the contractor's ability to complete works by the due date outlined in section 2.2.

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

As per the conditions of the Shire of Jerramungup Fire Control Information notice 2021-22, Contractors operating Earthmoving machinery, etc. will be required to have a fully maintain and operational firefighting unit with a minimum of 600lt on site during the Restricted and Prohibited Burning Times from 1 October 2021 – 30 April 2022 in Zone 1,2,3 & 4 and 1 October 2021 – 31 May 2022 in Zone 5, Point Henry.

### **4.5 Invoice Submission**

When contractor submits invoice to the Principal for payment, the invoice must show/include the following;

- Each treatment area must be clearly identified by individual line item.
- Line pricing are 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 and Services Tax (GST)**

For the purposes of this clause:

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

Where the Requirement’s, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be 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:

Telephone No.:

E-mail:

ACN (if any):

Facsimile No:

Website (if any):

In relation to **Request for Tender RFT 05-21** 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 Responding contained in this request.
- 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 pricing schedule in the prescribed format and submitted with 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 (2) 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 you organisation insurance details for:</p> <p>Contract Works Insurance, Value (\$) / Expiry Date (may be supplied post award);</p> <p>Public Liability Insurance, Value (\$20m) / Expiry Date;</p> <p>Products Liability Insurance, Value (\$20m) / Expiry Date;</p> <p>Motor vehicle, plant &amp; 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 organisations environmental control procedures for:</p> <p>Working in known Dieback areas,</p> <p>Wash down procedure of Equipment, Machinery and Vehicles in dieback areas</p>	<p><b>Attachment 6</b></p> <p>Tick if attached <input type="checkbox"/></p>
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#### 5.2.7 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% weighing</b></p> <p>Describe your experience in delivering similar scope of work and provide details of similar work</p>	<p><b>Attachment 7</b></p> <p>Tick if attached <input type="checkbox"/></p>
<p><b>Tenderers Resources – 40% weighting</b></p> <p>Following details have been provided by Tenderer</p> <ul style="list-style-type: none"> <li>• Machinery appropriate for task</li> <li>• Safety management plan</li> <li>• Environmental control procedures; Dieback and environmental weed wash down procedures</li> </ul> <p><b>Program timeline detailing completion dates can be achieved</b></p> <p>Chemical treatment works delivered by Monday 29 November 2021</p> <p>Mechanical treatment works delivered by Monday 28 March 2022</p>	<p><b>Attachment 8</b></p> <p>Tick if attached <input type="checkbox"/></p>
<p><b>Cost – 20% weighting</b></p> <p>Complete the price schedule</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.

Tenderers must complete the price schedule in Attachment A. Before completing the price, schedule Tenderers should ensure they have read the entire request.

Tenders may submit process for all or part of the Requirements and may be accepted by the Principal either wholly or in part.