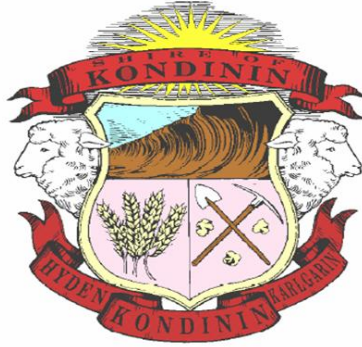




Shire of Kondinin

Request for Tender

Request for Tender:	<i>East Hyden Bin Road – widenings and audible edge and centre lines</i>
Deadline:	<i>4.00pm, Monday 2nd February 2026</i>
Address for Delivery:	By email to: ceo@kondinin.wa.gov.au
RFT Number:	<i>RFT 04/2025-2026</i>

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1 Conditions of Tendering

1.1 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 provision of services provided in Part 2
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Kondinin
Request OR RFT OR Request for Tender	This document.
Requirement:	The widening and installation of audible edge and centre lines East Hyden Bin Road requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Special Conditions:	The additional contractual 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 Open Period:	The time between advertising the Request and the Deadline.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Conditions of Tendering (*read and **keep this part***).

Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and **keep this part***).

Part 1 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's Offer (*complete and **return** this part*).

Separate Documents

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

1.3 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 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.

1.4 Contact Persons

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

Name:	The Chief Executive Officer
Email:	ceo@kondinin.wa.gov.au

1.5 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 by email to ceo@kondinin.wa.gov.au 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 five (5) days prior to the Deadline of this Request.

1.6 Tender Briefing/Site Inspection

A site inspection is not mandatory.

Tenderers are nevertheless strongly encouraged to make their own enquiries and to familiarise themselves with the site conditions, access arrangements, existing services, traffic conditions and any other factors that may affect the execution of the Works.

1.7 Lodgement of Tenders and Delivery Method

Electronically

Tender submissions and all attachments can be emailed to ceo@kondinin.wa.gov.au.

In preparing a Tender for submission, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.
- c) Where electronic submission of 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.
- d) Tenders lodged by email will be deemed to be authorised by the Tenderer.
- e) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- f) Tenderers acknowledge that:
 - a. Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
 - b. The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.
 - c. To ensure the integrity of the Tender process, electronic mail Tenders should only be submitted to the designated Tender submission email address. Do not send Tenders to staff or alternative email addresses, including the Principal's contact.

1.8 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) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

1.9 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.

1.10 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.

1.11 Disclosure of Contract Information

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

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

1.12 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.

1.13 Precedence of Documents

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

1.14 Alternative Tenders

All Alternative Tenders **must** 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.

Any printed “General Conditions of Contract” contained within a Tender will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 Selection Criteria

The Contract may be awarded to Tenderer(s) 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.

1.20 Compliance Criteria

These criteria are detailed within Part 5.2.1 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.21 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5.2.2 of this document. Each criterion will be 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 elimination from the tender evaluation process or a low score.

1.22 Value Considerations

The Weighted Price method is used where price considered crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any

Criteria	Weighting
Tendered Price	20%

pricing outcomes (eg Regional Price Preference Policy)

1.23 Price Basis

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

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

1.24 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.

1.25 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.

1.26 Identity of the Tenderer

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 5 and whose execution appears on the Offer Form in Part 5 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

1.27 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.

1.28 Tender Opening

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 11 Gordon Street, Kondinin WA 6367.

1.29 In House Tenders

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

2 Statement of Requirements

2.1 Introduction

The Shire of Kondinin is requesting tenders from suitably qualified contractors to carry out seal widenings, shoulder widenings and audible centre lining and audible edge lining on the East Hyden Bin Road SLK 0.00 to 28.5

2.2 Background Information

The Shire of Kondinin is located approximately 280km from Perth encompassing three towns of Kondinin, Hyden and Karlgarin with a population of approximately 900 and covering an area of 7,340m.

The proposal subject to this tender aligns with the Shire's Vision 'to have a thriving sustainable future' and its economic strategic goal for supporting road infrastructure.

These works are being undertaken as part of the Regional Road Safety Program, with the objective of reducing fatalities and serious injuries on high speed sealed Local Government Roads.

These roads support agricultural production, freight transport, community access, tourism and regional connectivity.

The proposed treatments will improve road safety outcomes by enhancing lane definition, providing audible warnings, and improve overall road geometry and recovery space.

2.3 Definitions

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

Contractor's Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
Principal's Representative	Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
Works or Services:	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

2.4 Scope of Work

Scope

Seal widenings, shoulder widenings and audible centre lining and audible edge lining on the East Hyden Bin Road SLK 0.00 to 28.5

Exclusions

Materials for earthworks to be provided by the Shire of Kondinin

Aggregates for seal to be provided by the Shire of Kondinin (14mm / 7mm)

Water will be supplied by the Shire, transport and application of water is the responsibility of the Tenderer.

2.5 Detailed Specification

0.22 – 1.76 – Tyne and Top up (Please state Methodology)

3.17 – 9.69 – Tyne and Top Up (Please state Methodology)

9.69 – 11.40 – Box Out to a depth of 80mm, width 500mm lay and compact
(Please state Methodology)

11.40 – 15.65 – Tyne and Top Up (Please state Methodology)

15.65 – 28.5 – Shire to complete

Supply spray and cover 600mm on both sides with a two-coat seal using a 14 and 7mm aggregate.

Spray Rates to be determined at the time, however please tender on the following rates.

First Coat – 1.3 – 2nd coat - .9 - if using hot seal

First Coat – 1.4 – 2nd coat – 1.2 if using Emulsion

Total distance 28km

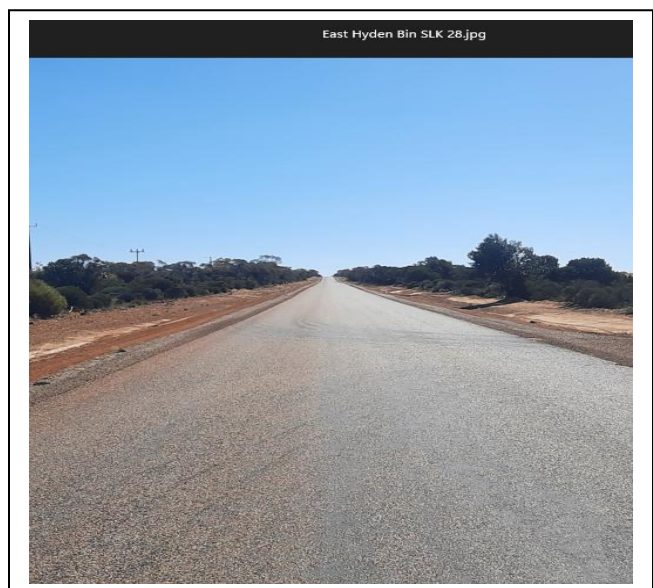
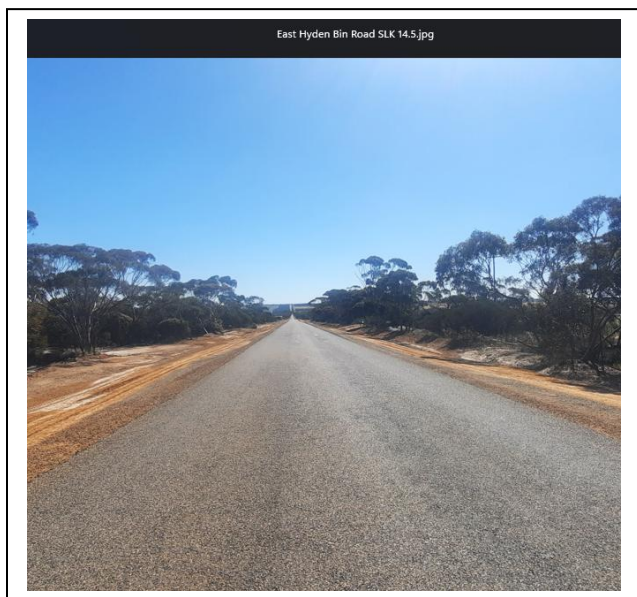
Supply and Lay 28.5km of Audible Edge and Center Lines

The Contractor shall be responsible for providing all traffic management required for the safe execution of the Works.

2.6 Implementation Timetable

Project Activity	Commencement Date	End Date
Preliminaries	18 February 2026	6 March 2026
Tyne, Top up, Box out	9 March 2026	6 May 2026
Seal Shoulders	1 June 2026	8 June 2026
Line Marking	1 Dec 2026	15 Dec 2026

2.7 Applicable Documents



The Contractor shall provide all labour, plant, materials, supervision and management necessary to complete the Works to a high standard of quality, safety and durability in accordance with this Request for Tender.

All Works shall be carried out in accordance with the latest, standards and guidelines relevant to road widening, pavement and shoulder construction and audible line marking.

Contract Management and Performance Requirements

The Contractor shall:

- Nominate a primary contact person responsible for contract management and on-site coordination.
- Ensure all personnel are appropriately qualified, trained and experienced for the tasks undertaken. Comply with the Work Health and Safety Act 2020 (WA) and the Work Health and Safety (General) Regulations 2022 (WA).
- Maintain effective communication with the Shire's nominated representative throughout the contract period.
- Carry out the Works in accordance with the approved construction program and approved management plans.
- Rectify, at the Contractor's cost, any defective work identified during construction.
- The Shire reserves the right to inspect the Works at any time and to require corrective action where Works do not meet the specified quality or safety requirements

3 General Conditions of Contract

3.1 Insurances

3.1.1 The successful Proponent and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies listed below in the following sums:

- (a) public liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- (b) if applicable, will be required to effect and maintain product liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims.
- (c) Workers Compensation insurance in accordance with the legislation, rules and regulations of Western Australia (and/or federally as applicable)

Plant & Equipment Insurance – The purpose of this insurance is to provide the insured with protection against losses arising out of the damage, destruction, theft or otherwise of the insured's plant & equipment

3.2 Period of Contract and Termination

The Contract is to be completed on the satisfactory supply of the Requirements.

4 Special Conditions of Contract

The contractor is required to provide the following during their contractual obligations in terms of these requirements:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public nature	Immediately
Damage to property or persons as a result of the performance or non-performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public.	Immediately as incident occurs

Submit a **Traffic Management Plan** prepared by a suitably qualified person and approved by the Shire prior to commencement of Works.

5 Tenderer's Offer

5.1 Form of Tender

The Chief Executive Officer
Shire of Kondinin
11 Gordon Street, Kondinin WA 6367

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 04 2025-2026 Widenings and Audible Edge and Centre Lines – East Hyden Bin Road

1/ 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: _____

5.2 Selection Criteria

5.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their Operator licenses & tickets (as applicable) Plant & Equipment certificates of registration.	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory Tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No

5.2.2 Qualitative Criteria

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

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

A. Relevant Experience Tenderers must address the following information in an attachment and label it “Relevant Experience”: a) <i>Provide details of similar work.</i> b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i> c) <i>Provide details of issues that arose during the project and how these were managed.</i> d) <i>Provide details of the Tenderer’s performance to timelines and budgets under any contract with the Principal in the last 5 years and the performance of each of its Related Bodies Corporate (if applicable).</i> e) <i>Demonstrate competency and proven track record of achieving outcomes.</i> f) <i>Project reference sheet.</i>	Weighting 20%	
	“Relevant Experience”	Tick if attached ☐

B. Key Personnel Skills and Experience Tenderers must address the following information in an attachment and label it “Key Personnel Skills and Experience”:	Weighting 20%	
a) <i>The Tenderer’s role in the performance of the Contract.</i> b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i>	“Key Personnel”	Tick if attached ☐
Supply any other relevant details in an attachment and label it “Key Personnel Skills and Experience”.		

C. Tenderer's Resources Tenderers must address the following information in an attachment and label it "Tenderer's Resources" :	Weighting 10%	
a) <i>Plant, equipment and materials.</i> b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i> c) <i>OHS Survey.</i> d) <i>Safety Record.</i> e) <i>Resources Schedule.</i>	"Tenderer's Resources"	Tick if attached ☐
As a minimum, Tenderers should provide a current commitment schedule and plant/equipment schedule in an attachment and label it "Tenderer's Resources" .		

D. Demonstrated Understanding Tenderers must address the following information in an attachment and label it "Demonstrated Understanding":	Weighting 30%	
a) <i>A project schedule/timeline</i> b) <i>The process for the delivery of the Goods/Services.</i> c) <i>Demonstrated understanding of the Scope of Work.</i>	"Demonstrated Understanding"	Tick if attached ☐
Supply details and provide an outline of your proposed methodology in an attachment labelled "Demonstrated Understanding" .		

5.3 Price Information

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

5.3.1 Price Basis

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

5.3.2 Price Schedule

No	Service Description	Tender Unit	Price Tendered (ex GST)	GST	Price Tendered (inc GST)
1					
2					
3					

*The Principal offers no guarantee of quantities of the products required.