

Request for Tender



Request for Tender:	Bitumen / Aggregate (Full Contract Services)
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Deadline:	4:00pm – Thursday 6th August 2026
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Address for Delivery:	CHIEF EXECUTIVE OFFICER ALAN LEESON SHIRE OF KULIN 38 JOHNSTON STREET KULIN WA 6365 tenders@kulin.wa.gov.au
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RFT Number:	01 – 26/27
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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 assigns of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods and/or Provision of Services relating to works provided or nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Kulin
Request OR RTF OR Request for Tender	This document.
Requirement:	The Goods and/or Services, including works 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 deliver if selected.
Tender:	Completed Offer form, response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

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

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

Part 6 – Contractor's Occupational Safety and Health Management System Questionnaire (*complete and return this part*).

Part 7 – Tenderer's Safety Record (*complete and return this part*).

Part 8 – Project Reference Sheet (*complete and return this part*).

Part 9 – Tenderer's Resources Schedule (*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

Tenderers must:

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

1.4 Contact Persons

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

Contractual Enquiries	
Name:	Alan Leeson
Telephone:	(08) 9880 1204
Email:	ceo@kulin.wa.gov.au
Specification Enquiries	
Name:	Judd Hobson
Telephone:	(08) 9880 1204
Email:	works@kulin.wa.gov.au

1.5 Prequalification Requirements

Not applicable

1.6 Tender Briefing/Site Inspection

There is no mandatory briefing, however we encourage intending tenderers make themselves aware of the specifications by contacting Mr Judd Hobson, Executive Manager of Works on 0427 801 241.

1.7 Lodgement of Tenders and Delivery Method

Physical Tender Box

The tender must be lodged by the Deadline. The Deadline for this Request is 4.00pm, Thursday 6th August 2026.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at 38 Johnston Street, Kulin (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Kulin, PO Box 125, Kulin. WA 6365.

Electronic Lodgement of Tenders

As an alternative to delivery by hand or post, a Tender may be lodged by electronic mail to:

tenders@kulin.wa.gov.au

An electronically submitted Tender:

- (a) must include a completed and signed Offer Form and all information and attachments required by this Request;
- (b) must be received in full at the nominated electronic mail address before the Deadline;
- (c) will be deemed to have been lodged only when it is capable of being retrieved and accessed from the nominated Shire electronic mail system;
- (d) will not be deemed lodged merely because it has been sent by the Tenderer, recorded as sent by the Tenderer's electronic mail system, or is the subject of a delivery or read receipt;

Where a Tender is submitted in more than one electronic mail, each electronic mail must clearly state the Tender number and identify the number of parts, for example, "Part 1 of 3". All parts must be received before the Deadline.

The Tenderer bears all risks associated with electronic transmission, including delay, non-delivery, file-size limitations, corruption, interception, quarantine or failure of the Tenderer's electronic mail system.

Tenders submitted by Facsimile will not be accepted.

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 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 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 arising 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".

1.15 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 to otherwise 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 the Tenderer whose Tender is considered the most advantageous to the Principal. Tenders will be assessed against the compliance and evaluation criteria contained in Part 4 of this Request. No numerical weighting or point-scoring system will be applied.

The evaluation will include:

- (a) an assessment of whether the Tender complies with the mandatory requirements of this Request;
- (b) a comparative assessment of the Tenderer's demonstrated capacity and ability to complete the Requirements;
- (c) consideration of the tendered price and any other costs or risks relevant 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.

1.20 Compliance Criteria

The compliance criteria are detailed in Part 4 of this Request and will be assessed on a Compliant/Non-Compliant basis. A Tender that does not satisfy a mandatory compliance criterion may be excluded from further evaluation.

1.21 Qualitative Criteria

Tenders that satisfy the mandatory compliance criteria will be comparatively assessed against the non-weighted evaluation criteria detailed in Part 4.

No numerical scores or percentage weightings will be applied. The Evaluation Panel will document the extent to which each Tender demonstrates the capacity and ability to complete the Requirements, having regard to the information supplied by the Tenderer.

Tenderers should provide sufficient information to allow the Evaluation Panel to assess each criterion. Failure to provide adequate information may affect the assessment of the Tender.

1.22 Value Considerations

Price will not be numerically weighted. Tendered prices will be considered together with compliance, demonstrated capability, delivery commitments, contractual risk and any other relevant whole-of-contract costs to determine the Tender that represents the most advantageous outcome for the Principal.

1.23 Price Basis

Tenderers must complete the Pricing Schedule contained in Part 4 of this Request.

All rates and item totals must be stated exclusive of Goods and Services Tax (GST). GST must be shown separately, together with the total Tender price inclusive of GST.

The Tender is based on a schedule of rates. Quantities stated in the Pricing Schedule are estimates only and may increase or decrease. Payment will be based on the actual quantities of work completed and accepted by the Principal, multiplied by the applicable tendered rate.

Tendered rates must include all costs necessary to complete the Requirements, including:

- (a) labour, supervision, plant and equipment;
- (b) supply, transport, storage and application of bitumen and aggregate;
- (c) aggregate precoating, loading, spreading, rolling and sweeping;
- (d) traffic management and temporary signage;
- (e) mobilisation and demobilisation;

No additional payment will be made for any cost that is not separately identified in the Pricing Schedule unless the work has been authorised as a variation in accordance with the Contract.

Except for any approved adjustment to the bitumen component of the tendered rates under the rise-and-fall provisions of the Contract, all tendered rates are firm for the duration of the Contract.

Any rise-and-fall adjustment will apply only to the bitumen component of the relevant tendered rate and will be calculated in accordance with the formula specified in the Contract Specifics. Adjustments may operate as either an increase or a decrease.

Tenderers must identify the bitumen base price and base date used in preparing their Tender and provide supporting evidence where requested by the Principal.

Rise and Fall Clause. The Contract price may be adjusted for rise and fall in the bitumen component of the tendered rates only. Any adjustment will be calculated by reference to the difference between the bitumen base price identified by the Tenderer at the base date and the applicable bitumen price at the time the relevant work is undertaken. The adjustment will apply only to the quantity of bitumen actually incorporated into the accepted Works and will not apply to labour, plant, equipment, aggregate, transport, traffic management, overheads, profit or any other component of the tendered rates. The adjustment may result in either an increase or a decrease to the amount payable. The Contractor must provide supporting invoices, supplier notices or other evidence reasonably required by the Principal before any adjustment is approved. No rise-and-fall adjustment will be payable unless it is claimed in writing with the relevant progress claim and accepted by the Principal.

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 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 9:00am, Friday the 7th of August at 38 Johnston Street, Kulin WA 6365

1.29 Monetary Values

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc) are net values. They do not include Goods and Services Tax (GST).

1.30 In House Tenders

The Principal will not submit an In-house Tender.

2 Statement of Requirements

2.1 Introduction

The Shire of Kulin is seeking a suitably experienced contractor to undertake full-service two-coat bituminous sealing works on two road projects within the Shire.

The works comprise the supply and application of Class 170 bitumen and 14 mm and 7 mm precoated aggregate, together with all labour, supervision, plant, equipment, traffic management, rolling, sweeping, mobilisation, demobilisation and incidental work necessary to complete the works.

The approximate areas are:

- (a) Kulin–Holt Rock Road — 33,000 m²; and
- (b) North Lake Grace–Karlgarin Road — 9,500 m².

The quantities are approximate and payment will be based on the actual measured area of work completed and accepted by the Principal.

2.2 Scope of Work

The Contractor is required to undertake full-service two-coat bituminous sealing works at:

- (a) Kulin–Holt Rock Road, approximately SLK 6.50 to SLK 11.00 — approximately 33,000 m²; and
- (b) North Lake Grace–Karlgarin Road, approximately SLK 21.20 to SLK 22.50 — approximately 9,500 m².

The Works include:

- (a) supply, transport and application of Class 170 bitumen and compliant 14 mm and 7 mm precoated aggregate;
- (b) all labour, supervision, plant, equipment, traffic management, mobilisation, demobilisation, sweeping, spreading, rolling, minor handwork, cleanup and other incidental work necessary to complete the sealing works; and
- (c) provision of all required spray sheets, calibration records, material certificates, testing records and completion documentation.

The approximate quantities are provided for tendering purposes only. Payment will be based on the actual quantities completed, measured and accepted in accordance with the Contract.

2.3 Implementation Timetable

The anticipated delivery timetable is:

Road Project	Anticipated Completion
Kulin–Holt Rock Road	December 2026
North Lake Grace–Karlgarin Road	February 2027

3 General Conditions of Contract

The General Conditions of Contract applicable to this Request are the Minor Works Contract Conditions included at Appendix B.

3.1 Insurances

The Contractor must obtain and maintain the following insurance for the duration of the Contract and any applicable Defects Liability Period:

- (a) public and products liability insurance for not less than \$20 million for any one occurrence, covering personal injury, death, property damage and liabilities arising from the execution of the Works;
- (b) workers compensation insurance, including common law liability, as required by the Workers Compensation and Injury Management Act 2023 (WA);
- (c) motor vehicle insurance for all registered vehicles used in connection with the Works, including compulsory third-party insurance and third-party property damage cover; and
- (d) plant and equipment insurance covering loss of or damage to the Contractor's plant and equipment and associated third-party liabilities.

The Contractor must ensure that each subcontractor maintains insurance appropriate to the work undertaken by that subcontractor.

Tenderers must provide details of their current insurance policies in the Tenderer's Response. The successful Tenderer must provide current certificates of currency before commencing the Works and whenever requested by the Principal.

The Contractor must immediately notify the Principal of any cancellation, lapse, material limitation or material change affecting the required insurance.

Obtaining and maintaining insurance does not limit the Contractor's obligations or liabilities under the Contract.

3.2 Period of Contract and Termination

The Contract will commence on the date of the Letter of Award and continue until completion of the Works, expiry of the Defects Liability Period and discharge of the Parties' obligations under the Contract.

4 Tenderer's Offer

4.1 Form of Tender

The Chief Executive Officer

Shire of Kulin

38 Johnston Street, Kulin WA 6365

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

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Request for Tender (RFT) *RFT 01-26/27*:

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

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

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

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

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

4.2 Selection Criteria

4.2.1 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) Compliance with the Specification contained in the Request.	Yes / No
c) Compliance with the Delivery Date.	Yes / No
d) Risk Assessment Tenderers must address the following information in an attachment and label it “Risk Assessment”: i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i> ii) <i>If companies are involved, attach their current ASIC company extract;.</i> iii) <i>Provide the organisation’s directors/company owners and any other positions held with other organisations.</i> iv) <i>Provide a summary of the number of years your organisation has been in business.</i> v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i> vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i> vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i>	Yes / No

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viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i> ix) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i> x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i> The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.	Yes / No
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4.2.2 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.

Criterion	Information to be provided
Relevant experience and past performance	Details of comparable bituminous sealing contracts completed within the past five years, including project scope, value, completion dates, client contacts and any relevant

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	performance references.
Technical capacity and methodology	A description of the proposed methodology for completing the two-coat sealing works, including surface preparation, bitumen application, aggregate spreading, rolling, sweeping, traffic management, quality control and completion records.
Personnel, plant and resources	Details of the personnel, plant, equipment and subcontractors proposed for the Works, including relevant qualifications, licences, experience and availability.
Implementation timetable and delivery capacity	A proposed timetable for each road project, including mobilisation, commencement, duration and completion dates, together with details of any existing commitments that may affect delivery.
Work health and safety and quality management	Details of the Tenderer's WHS and quality-management systems, including relevant policies, procedures, incident management, inspection and testing arrangements and evidence of compliance with applicable requirements.

Tenderers should assume that the Evaluation Panel has no prior knowledge of their organisation. Failure to provide sufficient information may adversely affect the assessment of the Tender.

4.3 Price Information

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

4.3.1 Price Schedule

Item No.	Description	Quantity	Unit	Rate \$ Exc GST	Total exc GST
1	Kulin Holt Rock Rd SLK 6.50-11.00 1 st coat 14mm C170.	33,000	M2	\$	\$
2	Kulin Holt Rock Rd SLK 6.50-11.00 2 nd coat 7mm C170.	33,000	M2	\$	\$
3	North Lake Grace Karlgarin Rd SLK 21.20-22.50 1 st coat 14mm C170.	9,500	M2	\$	\$
4	North Lake Grace Karlgarin Rd SLK 21.20-22.50 2 nd coat 7mm C170.	9,500	M2	\$	\$

5 Project Reference Sheet

Complete the following details and submit with your Tender labelled as “**Project Reference Sheet**”.

[illegible]

6 Tenderer's Resource Schedule

6.1 Tenderer's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referees Name Telephone Number

6.2 Tenderer's Human Resources Schedule

Staff name	Title	Time in Role	Availability in Project