



REQUEST FOR TENDER

Request for Tender (RFT)	Provision of Unsealed Road Resheet Program
RFT Number	2026-7-1
Deadline	4pm AWST, 14 th of August 2026
Tender documents availability and lodgement.	Tender documents are available from https://www.tenderlink.com/gnowangerup/ Tender submissions must be lodged via the electronic tender box on the Tenderlink Portal at https://www.tenderlink.com/gnowangerup/ <i>Site inspection by the Tenderers in their own time.</i>

Submissions are to be received via the above electronic tender box by the closing time and date.

Late submissions will not be accepted.

Quotations submitted directly to the shire by mail, facsimile or electronic mail will not be accepted.

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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 whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Contractor Representative:	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purposes of the Contract.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
Financial Year (FY):	A period of twelve months from 1 st July to 30 th June for which the Principal plans its management of money.
General Conditions of Contract:	Means the General Conditions of Contract for the Supply of Goods and Installation and Commissioning Works provided in Part 2.
Goods, Services or Works:	Means the Goods, Services or Works, which the Contractor is required to provide to the Principal under the Contract.
Offer:	Your offer to supply the Requirements.
Practical Completion:	Is that stage in the execution of the Works Under Contract when – (a) In the opinion of the Principal, the Works are complete except for minor omissions and minor defects – i) Which do not prevent the Works from being reasonable capable of being used for their intended purpose; and ii) Which the Principal determines the Contractor has reasonable grounds for not promptly rectifying; and iii) Rectification of which will not prejudice the convenient use of the Works; and (b) The Contractor has completed to the satisfaction of the Principal, all of those tests which are required by the Contract to be carried out and passes before the Works reach Practical Completion; and (c) The Contractor has provided the Principal with all documents and other information required under the Contract that are essential for the use, operation and maintenance of the Works has been supplied.
Principal:	Shire of Gnowangerup
Principal's Representative:	Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract.
Request OR RTF OR Request for Tender:	This document.
Requirement:	The Provision of Works requested by the Principal.

Part 1 READ AND KEEP THIS PART
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SAMI:	Strain Alleviating Membrane Interlayer.
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.

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Quoting (*read and keep this part*).
- Part 2 – Specifications (*read and keep this part*).
- Part 3 – Special Conditions of Contract (*read and keep this part*).
- Part 4 – General Conditions of Contract (*read and keep this part*).
- Part 5 – Tenderer's Offer (*complete and return this part*).
- Part 6 – Appendices (*read and keep this part*).

Separate Documents

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

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 5) in all respects and include any Attachments;
- d) Ensure 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

Should Tenderers have any questions with respect to accessing Tender documents or submitting a Tender response please contact Brett Atkinson, Works Coordinator on Phone (08) 98271007 or via email brett.atkinson@gnowangerup.wa.gov.au.

All requests for technical and/or specification clarifications regarding this Request are to be in writing and must be submitted via the Shire of Gnowangerup's Tenderlink online forum under this Tender notice. The Principal will review each request for clarification and will respond by posting an answer on the online forum, or alternatively by issuing an Addendum.

Requests for clarification regarding this Tender Request must be posted on the Tenderlink online forum prior to 2:00pm (AWST), Tuesday 11th of August 2026. No clarification requests will be accepted after this date.

Tenderers should not rely on any information provided by any person other than the persons listed above.

1.5 Lodgement of Tenders

The Response must be lodged by the Deadline. The closing time for this Request is **4pm AWST, 14th of August 2026**.

The time nominated in the Deadline of this Request is determined on the Western Australian (WA) time zone, Australia, in accordance with Standard Time Act 2005 (WA), and any Act of the Parliament of Western Australia amending the application of Standard Time.

The response is to be:

- a) Lodged in full via the Tenderlink Portal – LATE or PARTIAL RESPONSES WILL NOT BE ACCEPTED;
- b) Have all pages numbered consecutively, and the response must include an index;
- c) Have NO embedded documents within the response;
- d) Include the completed Offer Form and Price Schedule

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office 2010 applications.

All electronic submission files should be clearly named with the Principal's Tender Number and the Tenderer's Name.

Tenderers are responsible for ensuring that they have completed the lodgement of their tender document(s) correctly. Tenderers will receive a successful lodgement email notification from Tenderlink to confirm the tender submission has been successfully submitted to the Principal's electronic Tender box.

Tenderers must ensure that they have allocated a sufficient amount of time in order to upload their Tender to Tenderlink and resolve any potential technical issues prior to the Request deadline. Refer to Appendix 6.2 for approximate upload times.

Tenders that are not finished uploading to Tenderlink prior to the Tender deadline, will not be accepted for evaluation.

The Principal is not able to provide Tenderlink technical support and takes no responsibility for difficulties or technical issues experienced by the Tenderer whilst uploading their Tender. If the Tenderer requires assistance with using the Tenderlink website, they are to use the online help tools available on the Tenderlink Dashboard, or alternatively contact the Tenderlink Help Desk on 1800 233 533 or via email to support@tenderlink.com.

1.6 Delivery Method

Tenders must be submitted via the Shire of Gnowangerup Tenderlink Portal <https://www.tenderlink.com/gnowangerup/> by the specified tender closing time and date.

A Tender may be rejected without consideration of its merits in the event that:

- a) The Tenderer does not submit a Tender form which has been completed and signed together with all required schedules and supporting documentation; or
- b) The Tenderer fails to comply with any other requirements of the Tender Document.

1.7 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.
- d) The Respondent does not submit an Offer Form which has been completed and signed together with all the required Attachments.

1.8 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.

1.9 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.

The Principal reserves the right to award all, some, or none of the items included in the Pricing Schedule.

Items identified in the Pricing Schedule as optional or subject to funding approval are included for pricing purposes only and are not guaranteed to be awarded.

In relation to such optional items, the Principal may:

- a) Proceed with the Works as described;
- b) Modify the scope of the Works;
- c) Separately invite quotations or tenders where the scope changes materially; or
- d) Elect not to proceed with the Works.

The inclusion of an optional item in the Pricing Schedule does not create any obligation on the Principal to award that item.

1.10 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.

1.11 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.

1.12 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.

1.13 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 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 Selection Criteria

The Contract may be awarded to a sole 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.

1.19 Compliance Criteria

These criteria are detailed within Part 5 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.

1.20 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 5 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 works.

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.

1.21 Value Considerations

The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in Part 5. – Tenderer's Offer of this Request for Tender.

Criteria	Weighting
Tendered price	40%

1.22 Regional Price Preference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations.

1.23 Price Considerations

The submitted price will be considered along with related factors affecting the total cost to the Principal. The Principal reserves the right to further negotiate a submitted price should it be deemed necessary. The price of the works offered under this Request shall be fixed for the term of the Contract.

Unless otherwise indicated all submitted prices shall include all costs associated with the manufacture, provision of works to meet all the requirements stated in this document and submitted submission documents, and all applicable administration. Submitted prices must include and exclude Goods and Services Tax (GST).

Any charge not stated in the submission, 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 cost, losses or expenses incurred by the Tenderer in preparing their offer, including any cost involved pertaining to the Tenderer lodging a Tender response through the Tenderlink process.

1.28 Tender Opening

Tenders will be downloaded from the Tenderlink portal with two of the Principal's representatives present, following the advertised Deadline. All submissions received will be recorded in the Tender Register.

1.29 In House Tenders

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

1.30 Intellectual Property Rights

The Principal warrants that, unless otherwise provided in the Contract, design, materials, documents and methods of working, each specified in the Contract or provided or directed by the Principal or the Principal's Representative shall not infringe any intellectual property right.

The Contractor warrants that any other design, materials, documents and methods of working, each provided by the Contractor, shall not infringe any intellectual property right.

Each party shall indemnify the other against such respective infringements.

1.31 Confidential Information

The parties shall ensure that supplied information is kept confidential such as documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

2 Specification

2.1 Contract Requirements in Brief

The Shire of Gnowangerup is seeking to appoint a suitably qualified civil contractor for the provision of unsealed road resheeting services. The scope of works includes the gravel resheeting of various sections of 5 unsealed roads as part of the Shires 2026/27 capital works program. This document outlines the scope of works, technical specifications, and tender requirements.

2.2 Scope of Work

The unsealed road resheeting program (Appendix 1) aims to improve the condition of unsealed roads within the Shire of Gnowangerup. The works include:

- Carting and applying gravel to nominated unsealed roads
- Grading and compacting the road surface
- Ensuring proper drainage

Site Locations

A list of roads to be resheeted, including their lengths and locations is available in [Appendix 1](#).

Program Duration

Works are to be undertaken in a project window commencing 1st September 2026 with completion by 30th April 2027. Work must be scheduled to minimize disruption to local traffic and residents, including traffic associated with the 2026 grain harvest.

Traffic Management

The Contractor is responsible for all traffic management relevant to the works being undertaken and will include all associated costs in their price submission.

The Contractor shall submit a project specific Traffic Management Plan (TMP) to be implemented at all work locations to the Principal's Representative prior to works commencing. The TMP shall fully satisfy the requirements of AS 1742.3 and MRWA current Code of Practice – Worksite Traffic Management.

Mobilisation/Demobilisation

The Contractors mobilisation/demobilisation must include transport of materials, plant and personnel to Gnowangerup, as well as, accommodation, meals and any other associated costs.

All transport between worksites within the Gnowangerup region is an expense to the Contractor and together with mobilisation/demobilisation should be included in the cost of the total works.

Haulage Routes

Haulage routes shall be managed and maintained by the contractor to minimise the impact on the roads being used, this also includes entries and exits from gravel pits.

Haulage routes may be inspected by the Principals' Representative to record the current

standard of the road prior to commencement of hauling. The contractor may be requested to complete remedial work on the haulage route to bring it back to the condition it was originally accessed in, at the completion of hauling.

The road controlling authority may direct suspension of cartage on haulage routes for a period when wet weather or other adverse conditions affect the road surface or drainage, which could compromise the road integrity and public safety.

If work cannot proceed on other activities, the time for suspension of the Contract shall be extended by the cumulative total of all periods of cessation of work directed by the Principals' Representative which are within the specified working hours.

2.3 Specification/ Requirements

2.3.1 Materials

- Gravel: The gravel used for resheeting will be provided by the Shire with the contractor carting from gravel pits located within a 25 km lead radius. Exact locations of the gravel pits to be confirmed but for the purposes of tender evaluation tenderers are to base their costings on a 25 km lead to be reviewed at the time of contract award.
- Water: Water will be available at the various locations within a 25 km lead radius. Exact locations to be confirmed but for the purposes of tender evaluation tenderers are to base their costings on a 25 km lead to be reviewed at the time of contract award.

Contractors will be required to provide for the pumping of water and all costs associated with this included in their overall pricing.

2.3.2 Preparation

- Remove any vegetation, debris, and other obstructions from the road surface.
- Cut-to-fill to achieve a typical 4% each way crossfall except if superelevated which will be one way 4% crossfall
- Minor vegetation clearance to the top of the back slope of table drains to facilitate the construction of a new formation.
- Reshape and reform the existing road to a typical 4% each way crossfall except if superelevated which will be one way 4% crossfall
- Existing table drains to be reshaped to approximately 150mm below the subgrade level and off chute drains renovated to a full functional condition.
- Construct additional drainage as required to prevent water accumulation on the road surface if identified.
- Ensure existing drainage culverts are clear and functional.
- Gravel sheeting to be supplied, placed, mixed, trimmed and compacted to 100mm thickness
- Testing regime and compaction specifications to Australian Standards or equivalent
- Existing alignment to be maintained
- Remove existing signs and guideposts and reinstall as required

2.3.3 Resheeting Process

- Scarification: Scarify the existing road surface to a depth of 50-100mm before placing new gravel.
- Gravel Placement: Spread new gravel uniformly across the road surface at a required depth to achieve a final compacted surface of 100mm.
- Compaction: Compact the gravel using appropriate machinery to achieve a dense and stable surface.
- Grading: Grade the road surface to ensure a smooth and even finish, with a camber to facilitate drainage.

3 Special Conditions of Contract

3.1 Contractor Evaluation

The Contractor's performance shall be reviewed at any time as directed by the Principal and evaluated by a Performance Evaluation Panel consisting of one (1) representative of the Contractor and not more than two (2) representatives of the Principal.

3.2 Performance Management Process

Communication between the Principal and the Contractor needs to be managed effectively to ensure that workers are advised of poor performance and to advise on the outcomes of work being completed or materials delivered.

The following performance management and review process will enable this to occur whilst also ensuring that the performance and review of the Contract is linked to that of the specification and work orders, including the provisions for default and Contract termination.

- Ongoing performance management and liaison between the Principal or nominated representative and the Contractor.
- Performance reporting and contract performance review.

Ongoing performance management and review will allow:

- The Principal to notify the Contractor of any sub-standard materials/works or damages and to monitor compliance.
- Contract workers to advise the Principal of identified faults and damage.
- Principal and Contractor to identify and address sub-standard work/materials without disruption to the operation of the works

The Principal reserves the right to independently audit any works during the contract period.

3.3 Additional Time due to Unforeseen Delays

Should significant additional time be required on site to conform to unforeseen delays beyond the Principal's control, such as and not limited to, adverse weather conditions, transport difficulties, airport/plane delays/rescheduling the Principal will not be accountable for any additional cost incurred by the successful Contractor, unless prior approval is given by the Chief Executive Officer or his delegated officer.

3.4 Site Access

The Contractor shall liaise with the Principal's Representative to gain access to the Site area for the inspection, installation and commissioning works with two (2) days advance notice.

3.5 Damage/Protection

The Contractor must take care during progress of the work to avoid damage to any existing equipment and pipework/services within the limits of the work. Any damage caused by the activities of the Contractor shall be made good by the Contractor. If made good by the Principal, the cost of the repair shall be recovered from the Contractor.

3.6 Non-Conformance

Any work or materials deemed to be non conforming/non compliant with this Contract (*as per the Specification*) by the Principal/Principal's Representative shall be removed at the Contractor's expense, including cost of replacement and no payment shall be made for the removal or non-conforming material.

3.7 Prevention of Delays - Additional Works

In the event of any site that requires additional works due to settling ground or other latent conditions, the Contractor will immediately advise the Principal's Representative to meet and decide if any action is required by the Contractor. The Contractor may be asked to move to the next site location of the works to continue the works whilst any issues are rectified by the Principal. The Contractor is to carry out the original works after any additional rectifications are completed by the Principal. The Contractor should not experience any delays in the planned works if this process is followed.

3.8 Indemnity

- a) The Contractor must indemnify and keep indemnified the Shire against any and all expense, cost, damage, loss, liability or penalty that the Shire suffers or incurs arising out of or in any way related to the Services, the Contractor's performance of the Services or the Works.
- b) The indemnity referred to in (a) is reduced proportionately to the extent that the Shire's liability, loss, damage, cost or expense was directly caused by the Principal's negligence Shire's negligence

3.9 Copyright

All documents (including final reports) produced, films, original drawings, photographs, electronic media and all copyright will reside with the Principal.

None of the documentation produced as a result of this Contract can be reproduced or distributed without the prior written authorisation of the Principal.

4 General Conditions of Contract

This Contract shall be deemed to have incorporated WALGA Minor Works Contract Conditions

If at any time during the progress of the Purchase, any dispute or difference arises as to the true intent or interpretation of the Contract, such matter shall be referred in writing to the CEO within seven (7) days of such dispute arising. The CEO shall then advise the Contractor on the interpretation of the Purchase Order, and the Contractor shall accept such interpretation without further reference or appeal.

4.1 Insurances

Without limiting its obligations and responsibilities, the Contractor shall take out insurance for the entire contract period under the following headings:

- a) Products Liability
- b) Public Liability
- c) Workers Compensation

4.2 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- a) The term "records" has the same meaning as in the SRA.
- b) The Contractor will comply with the SRA and its Principles and Standards and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- c) All such Records will remain the property of the Principal.
- d) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- e) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- f) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions, or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

4.3 Invoices and Payments

Unless otherwise requested by the Principal, Invoices must include the following information and attachments for payment:

- Purchase Order Number
- Contract Number
- Name of the Principal's Representative/Project Manager
- Site or premises details;

Part 4 READ AND KEEP THIS PART

- Site details of Work completed with Scheduled Rates Claim;
- A report detailing any defects to be remedied and action's required to rectify.

Invoices must be submitted by either post to:

Chief Executive Officer
Shire of Gnowangerup
28 Yougenup St
GNOWANGERUP WA 6335

OR via email to accountspayable@gnowangerup.wa.gov.au. Do not send by both post and electronic mail.

Unless otherwise stated in the Contract, and subject to the General Conditions of Contract, the Contractor shall be entitled to receive payment within 30 days of receipt of a Tax Invoice, with any authorised deductions for the value of work done under the Contract as determined by the Principal.

There will be nil (0%) interest paid for late payments.

4.4 Waiver

No forbearance, delay or indulgence by the Principal in enforcing the conditions of the Contract shall prejudice, restrict or limit the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

4.5 Formal Instrument of Agreement

A Formal Instrument of Agreement may be prepared by the Principal for execution by the Contractor in accordance with the General Conditions of Contract.

4.6 Media

The Contractor shall not disclose any information concerning the Contract for distribution through any communications media without the Principal's prior written approval (which shall not be unreasonably withheld). The Contractor shall refer to the Principal any enquiries from any media concerning the Contract.

5 Tenderer's Offer

The completion and return of this form is mandatory submission compliance.

5.1 Form of Tender

The Chief Executive Officer
Shire of Gnowangerup
28 Yougenup Rd
GNOWANGERUP WA 6335

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 2026-7-1 Provision of Unsealed Road Resheet Program 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 the _____ day of _____ 202__

Signature of authorised person: _____

Full Name of authorised signatory (BLOCK LETTERS): _____ Mr. ☐ Mrs. ☐ Ms. ☐ *Please tick one.*

First Name: _____ Surname: _____

Position: _____

Telephone No: _____

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	
i) Compliance with the Conditions of this Tender Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this Request including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal	Yes / No ☐ ☐
ii) Complete Tenderer's Offer	Yes / No ☐ ☐
iii) Complete Pricing Schedule	Yes / No ☐ ☐
iv) Corporate Information/Risk Assessment Tenderers must address the following information in an attachment and label it “Risk Assessment”. • Provide an outline of organisation structure inclusive of any branches and number of personnel. • Attach current ASC company extracts search including latest annual return. • Provide the organisation's Directors/Company Owners and any other positions held with other organisations. • Provide a summary of how many years your organisation has been in business. • Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal. • 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.	Yes / No ☐ ☐
v) Financial Position Tenderer to confirm ability to pay all debts in full as and when they fall due; and Advise of any current litigation as a result of which you may be liable for \$50,000 or more.	Yes / No ☐ ☐

Part 5 COMPLETE AND RETURN THIS PART

vi) Conflict of Interest Advise of any actual or potential conflict of interest in the performance of your obligations under the Contract, or if any such conflict 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>Information Supplied</i> Yes / No ☐ ☐ <i>Is there a Conflict of Interest?</i> Yes / No ☐ ☐
vii) Insurance The insurance requirements for this Request are stipulated in Part 4 of this Request. Provide details of the insurance coverage that meets the insurance requirements for this Request. A copy of the Certificate of Currency is to be provided to the Principal within seven days of acceptance.	Yes / No ☐ ☐
viii) References Attach details of your referees, provide a minimum of two (2). You should give examples of work provided to verify skills and experience where possible.	Yes / No ☐ ☐
ix) Regional Price Preference Policy Advise of your regional address if you have a shop front within the Shire of Gnowangerup for consideration of applying the Regional Price Preference to your submission.	Yes / NA ☐ ☐
x) Previous Contracts with Local Government Authorities Advise if you have previously withdrawn from a Contract issued by a Local Government Authority, either after advice of award of the Contract but prior to signing of the Contract documentation or after execution of the Contract.	<i>Information Supplied</i> Yes / No ☐ ☐ <i>Have you withdrawn from a LGA Contract?</i> 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 item outlined within a qualitative criterion.

Relevant Experience Describe your experience in completing /supplying similar Requirements. Tenderers must, as a minimum, address the following information and label it “Relevant Experience”: i) Provide details of similar work, scope of the Tenderer’s involvement including details of outcomes; and ii) Provide details of issues that arose during the project and how these were managed, demonstrating competency and proven track record of achieving outcomes, with sound judgement and discretion.	Weighting 20% Tick if Attached ☐
Skills and Experience of Key Personnel Tenderers must provide as a minimum information of proposed personnel to be allocated to this project, including: i) Their role in the performance of the Contract; and ii) Curriculum vitae, including Membership to any professional or business association and qualifications, with particular emphasis on experience of personnel in projects of a similar requirement. Supply details and label it “Key Personnel”.	Weighting 20% Tick if Attached ☐
Methodology and Demonstrated Understanding Tenderers must detail the process they intend to use to achieve the Requirements of the Specification. Areas to be included: i) Tenderers must demonstrate an appreciation of the Requirements and provide an outline of their proposed methodology including the project schedule/timeline showing the demonstrated understanding of the scope of works; ii) A list of plant, associated equipment and staff which will be used to undertake the works; and iii) Safety – Safety Management Plan (SMP) and Safety Reporting Procedures and previous Safety Records Supply details and provide an outline of your understanding of the contract and label it “Methodology and Demonstrated Understanding”.	Weighting 20% Tick if Attached ☐

5.2.3 Quantitative Criteria

Price Consideration The Weighted Cost Criteria method is used where price is considered to be crucial to the outcome of this tender process. The Tendered price is given the following weighting and will be assessed in conjunction with the Compliance Criteria, Qualitative Criteria detailed in Part 5. – Tenderer's Offer of this Request for Tender.	Weighting 40% Tick if Attached ☐
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TOTAL TENDER WEIGHTING.....100%

Part 5 COMPLETE AND RETURN THIS PART

5.3 Pricing Schedule

Tenderers shall complete all pricing information contained in this section. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request and have satisfied themselves as to the scope of works, site conditions, and all obligations under the proposed Contract.

Note: Job No. 5 – Corackerup Road is included as an optional work item and is subject to the outcome of a grant funding application. Tenderers are requested to provide pricing based on the scope described in this Request. However, the Principal does not guarantee that this item will be awarded under this Request and reserves the right to vary the scope of works, separately invite quotations or tenders if the scope changes materially, or elect not to proceed with this item.

PART A – SCHEDULED WORKS

ROAD LIST

[illegible]

PART B – SCHEDULE OF RATES FOR ADDITIONAL RESHEETING WORKS

The Tenderer shall provide unit rates per kilometre for gravel resheeting works that may be required during the 2026/2027 financial year. These rates shall apply to any additional works instructed by the Principal and shall include all costs associated with completing the works under the same terms, conditions, specifications and requirements as set out in this Request, including but not limited to:

Rates are to be expressed as a fixed price per kilometre based on the nominated finished road width.

Finished Road Width in Metres	Rate per KM ex GST	GST	Rate per KM inc GST
6m			
7m			
8m			
9m			
10m			

Use of Schedule of Rates

1. The Schedule of Rates is provided for evaluation purposes and for use where the Principal may require additional gravel resheeting works during the 2026/2027 financial year.
2. The Principal does not guarantee that any additional works will be awarded under this Schedule of Rates.
3. Any additional works will be subject to the availability of funding and written instruction by the Principal.
4. Rates submitted shall remain fixed for the duration of the Contract, unless otherwise varied in accordance with the Contract.
5. Additional works may be undertaken on any road within the Shire of Gnowangerup under the same contract conditions and specifications.

By completing and submitting this Pricing Schedule, the Tenderer confirms that:

1. All prices are in Australian Dollars (AUD).
2. Prices include all labour, plant, equipment, materials, traffic management, mobilisation, demobilisation and all other costs necessary to complete the Works in accordance with the Contract.
3. GST has been shown separately in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*.
4. The Fixed Price Lump Sum Total represents the total amount payable for the complete performance of the Scheduled Works, subject only to approved variations.
5. The Schedule of Rates for Additional Resheeting Works shall be available for use for any additional works instructed by the Principal during the 2026/2027 financial year.
6. The Tenderer has examined all tender documents and site conditions and has allowed for all associated risks and requirements.

6 Appendices

Appendix 1: Shire of Gnowangerup Gravel Road Resheeting Program 2026/27

Shire of Gnowangerup Gravel Road Resheeting Program 2026/27 Attachment 1

1) Jackitup West Rd SLK 7.25 to SLK 9.25 (2KM)

SLK	Sheet Length (m)	Width (m)	Area m2	Compacted Sheet Depth (mm)
7.25 to 9.25	2,000	6	12,000	100
Total	2,000		12,000	

2) Jackitup North Rd SLK 3.00 to SLK 3.86 (.86KM) & 6.26 to 8.00 (1.74KM)

SLK	Sheet Length (m)	Width (m)	Area m2	Compacted Sheet Depth (mm)
3.00 to 3.86	860	7	6,020	100
6.26 to 8.00	1,740	7	12,180	100
Total	2,600		18,200	

3) Magitup Rd SLK 0.00 to SLK 2.52 (2.52KM)

SLK	Sheet Length (m)	Width (m)	Area m2	Compacted Sheet Depth (mm)
0.00 to 2.52	2,520	8	20,160	100
Total	2,520		20,160	

4) Willemenup Rd SLK 0.04 to SLK 1.88 (1.84KM)

SLK	Sheet Length (m)	Width (m)	Area m2	Compacted Sheet Depth (mm)
0.04 to 1.88	1840	7	12,880	100
Total	1840		12,880	

5) Corackerup Rd SLK 6.24 to SLK 10.00 (3.76KM)

This item is included as an optional work item only. The Shire has applied for grant funding which may result in this road being delivered as a larger and more complex project. Tenderers are requested to provide pricing based on the scope described; however, the Shire does not guarantee that this item will be awarded under this RFT and reserves the right to vary the scope, separately tender the works, or not proceed.

SLK	Sheet Length (m)	Width (m)	Area m2	Compacted Sheet Depth (mm)
6.24 to 10.00	3,760	8	30,080	100
Total	3,760		30,080	

Total Length (m)	Total Area m2
12,720 (12.72KM)	93,320

Appendix 2: Tenderlink Upload Times

IMPORTANT:

The information below applies only where you have been requested to submit your tender documents via the electronic tender box process. Please check the tender documents for the required submission process.

1. Ensure **ALL** files are uploaded to the Electronic Tenders Box (if provided) **PRIOR** to the closing time and date shown in the tender documents. **PLEASE NOTE:** The ETB closes automatically at this time - file transfers still in progress at the exact closing time **WILL NOT** be accepted and you will not receive an automatic "successful submission" notice.
2. It is strongly recommended that if your file(s) are in excess of 10MB in total and/or you are transferring data from within a corporate network that you are able to do so without restriction. We suggest you speak with your network administrator or IT staff and advise them the size of the files you intend to submit to ensure that internal file size restrictions in your network or from your PC **DO NOT** prevent you from uploading to the TenderLink servers.

DO NOT leave your submission to the last minute. TenderLink have no control over the closing of Tender Boxes. If you need assistance, please contact us on the number below well before the closing time. As a guide, you should begin your file transfer at least 1 hour prior to the closing time.

The following guide should be used to determine how long it will take you to upload your file(s) to our servers. As an example, if your file is 10MB and your broadband connection speed to our servers uploads at 128kbps, your upload time should be approximately 10 minutes. If you have a dial-up connection, please ensure you allow sufficient time.

Upload Guide

SIZE		10 MB File	100 MB File
S P E E D	56 Kb	25 minutes	4 hours and 10 minutes
	64 Kb	21 minutes	3 hours and 40 minutes
	128 Kb	10 minutes	1 hour and 43 minutes
	256 Kb	5 minutes	52 minutes
	1.5 Mbps	1 minute	10 minutes

Disclaimer: This is a guide only. It is by no means definitive. These times can vary significantly depending on your actual internet speed at the time of upload.

Tender submissions not lodged in full by the closing deadline will not be accepted.