



## Request for Tender

---

<b>Request for Tender:</b>	<i>Heavy Plant and Machinery Mechanical Servicing in the Shire of Corrigin</i>
<b>Deadline:</b>	<i>Friday 4 June 2021 at 4pm</i>
<b>Address for Delivery:</b>	<i>9 Lynch Street CORRIGIN WA 6375 Please mark envelope Tender 03/2021 electronic mail, and facsimile tenders will not be accepted</i>
<b>RFT Number:</b>	<i>03/2021</i>

# Table of Contents

---

## Contents

<b>1</b>	<b>Conditions of Tendering</b>	<b>4</b>
1.1	Definitions	4
1.2	Tender Documents	4
1.3	How to Prepare Your Tender	5
1.4	Contact Persons	5
1.5	Customs Duty	5
1.6	Site Allowances	6
1.7	Lodgement of Tenders and Delivery Method	6
1.8	Rejection of Tenders	6
1.9	Late Tenders	6
1.10	Acceptance of Tenders	6
1.11	Disclosure of Contract Information	7
1.12	Tender Validity Period	7
1.13	Precedence of Documents	7
1.14	Alternative Tenders	7
1.15	Tenderers to Inform Themselves	7
1.16	Alterations	8
1.17	Risk Assessment	8
1.18	Evaluation Process	9
1.19	Selection Criteria	9
1.20	Compliance Criteria	10
1.21	Qualitative Criteria	10
1.22	Value Considerations	10
1.23	Regional Price Reference	10
1.24	Price Basis	11
1.25	Ownership of Tenders	11
1.26	Canvassing of Officials	11
1.27	Identity of the Tenderer	11
1.28	Costs of Tendering	12
1.29	Tender Opening	12
1.30	Monetary Values	12
1.31	In House Tenders	12
<b>2</b>	<b>Specification</b>	<b>13</b>
2.1	Contract Requirements in Brief	13
2.2	Introduction	13

# Table of Contents

---

2.3	Background Information .....	13
2.4	Definitions .....	13
2.5	Scope of Work .....	14
2.6	Specific Requirements of the Contract .....	15
2.7	Plant and Equipment.....	15
2.8	Mechanical Service Provider.....	15
2.9	Implementation Timetable .....	15
<b>3</b>	<b>General Conditions of Contract .....</b>	<b>16</b>
3.1	Insurances .....	16
3.2	Period of Contract and Termination .....	16
<b>4</b>	<b>Special Conditions of Contract.....</b>	<b>17</b>
4.1	Description of the Works .....	17
4.2	Work Not Included .....	17
4.3	Publicity .....	17
4.4	Environmental Protection .....	17
4.4.1	Site Control.....	17
4.4.2	Dust, Dirt, Water and Fumes.....	17
4.4.3	Refuse Disposal.....	17
4.5	Contractor's Representative.....	18
4.6	Materials and Work .....	18
4.6.1	Regulations.....	18
4.6.2	Safety Management Plan.....	18
4.6.3	Induction Training .....	18
4.6.4	Pre-Job Planning .....	19
4.6.5	Goods and Services Tax (GST) .....	19
<b>5</b>	<b>Tenderer's Offer .....</b>	<b>20</b>
5.1	Form of Tender .....	20
5.2	Selection Criteria .....	21
5.2.1	Compliance Criteria .....	21
5.2.2	Qualitative Criteria .....	22
5.2.3	Price Information.....	25
5.2.4	Schedule of Rates .....	25
<b>6</b>	<b>Contractor's Occupational Safety and Health Management System Questionnaire</b>	<b>26</b>
<b>7</b>	<b>Project Reference Sheet.....</b>	<b>30</b>
<b>8</b>	<b>Tenderer's Resource Schedule.....</b>	<b>30</b>
8.1	Tenderer's Current Commitment Schedule for 2021/22 .....	30
8.2	Tenderer's Human Resources Schedule.....	31

## 1 Conditions of Tendering

### 1.1 Definitions

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

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the provision of heavy plant and machinery servicing services in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Corrigin
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The heavy plant and machinery mechanical servicing requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	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 – Specification (*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 1 READ AND KEEP THIS PART

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

Part 7 – Project Reference Sheet (*complete and return this part*).

Part 8 – 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:

<b>Name:</b>	Greg Tomlinson Manager of Works
<b>Telephone:</b>	0429 632 203
<b>Email:</b>	works@corrigin.wa.gov.au
<b>Name:</b>	Natalie Manton Chief Executive Officer
<b>Telephone:</b>	0427 425 727
<b>Email:</b>	ceo@corrigin.wa.gov.au

## 1.5 Customs Duty

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

## **1.6 Site Allowances**

This contract is not subject to adjustment for Site allowances.

## **1.7 Lodgement of Tenders and Delivery Method**

The Tender must be lodged by the Deadline. The Deadline for this request is Friday 4 June 2021 at 4pm.

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 Shire of Corrigin, 9 Lynch Street CORRIGIN WA 6375 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Corrigin, PO Box 221 CORRIGIN WA 6375.

Electronic mail Tenders and Tenders submitted by Facsimile will not be accepted.

Tenderers must ensure that they have provided 2 signed copies of their Tender; one to be marked ORIGINAL and unbound and clipped (not stapled) and the other(s) to be marked COPY and bound. All pages must be numbered consecutively and the Tender must include an index. Any brochures or pamphlets must be attached to both the original and the copies.

## **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.

## **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 a panel of 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. A Tender demonstrating 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 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 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**

### **Weighted Price Criteria**

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

<b>Criteria</b>	<b>Weighting</b>
Tendered Price	50%
Operator Skills and Experience	25%
Tenderer's Resources	15%
Regional Price Preference	10%

## **1.23 Regional Price Reference**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Corrigin Regional Preference Policy adopted on 17 October 2017.

The Shire of Corrigin Regional Price Policy is attached in Appendix 1 and stipulates that a price preference will apply to suppliers who are based in, operate from or source goods or

services from within the Shire Region in relation to all tenders invited by the Shire for the supply of goods, services and construction (building) services, unless the tender document specifically states prior to advertising of the tender that this policy does not apply.

The regional price preference enables tenders to be evaluated as if the proposed tender bid price were reduced in accordance with permitted price preferences as specified below in this policy. This policy will operate in conjunction with the purchasing considerations and procedures for tenders as outlined in the Shire's Purchasing Policy when evaluating and awarding tender contracts.

### **1.24 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.

### **1.25 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.

### **1.26 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Shire of Corrigin Councillors 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.

### **1.27 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 5.1 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **1.28 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.

### **1.29 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 Shire of Corrigin Administration Office, 9 Lynch Street CORRIGIN WA 6375.

### **1.30 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).

### **1.31 In House Tenders**

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

## **2 Specification**

### **2.1 Contract Requirements in Brief**

The tender is for the provision of heavy vehicle mechanical services on an hourly basis within the Shire of Corrigin for the 2021/22 financial year with a possible extension to the 2022/23 financial year. The requirements of the contract include workshop plant and equipment, suitably qualified mechanic and mobilisation to site. The work may include:

- Routine log book servicing,
- Breakdown repairs,
- Parts and consumables, and
- other service works as required.

### **2.2 Introduction**

The Shire of Corrigin requires suitably qualified mechanic to conduct routine and breakdown servicing of the Shire of Corrigin heavy plant and machinery.

### **2.3 Background Information**

The Shire of Corrigin has a fleet of heavy plant and machinery for road construction and maintenance that requires regular servicing to ensure the smooth operations of the local government operations.

### **2.4 Definitions**

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

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

**2.5 Scope of Work**

The work requires the servicing of the Shire of Corrigin's fleet of heavy plant and equipment such as trucks, trailers, graders and rollers on an hourly basis. The contractor will be responsible for all materials and equipment required to service the required machinery including:

- Mechanic,
- Workshop and hoist,
- Registration and licensing.

<b>Number</b>	<b>Item</b>	<b>Estimated Service Required</b>
3	Graders subject to warranty	4 services per 12 months
3	Prime movers	3 services per 12 months
3	6 wheeler trucks	2 services per 12 months
5	Single axle trucks	3 services per 12 months
1	Large loaders	3 services per 12 months
1	Small loaders	2 services per 12 months
4	Heavy rollers	2 services per 12 months
1	5.5 tonne excavator	3 services per 12 months
1	3.5 tonne skid steer	3 services per 12 months
2	Small John Deer tractor	2 services per 12 months
2	Tandem axle dolly	1 service per 12 months
5	Side tipper	2 services per 12 months
1	Tri axle float	1 service per 12 months
1	Tri axle tanker	1 service per 12 months
1	3 tonne forklift	1 service per 12 months
	Various small plant	

*Table 1 Plant list and anticipated servicing*

Servicing in addition to the amounts specified in table 1 may be required.

## **2.6 Specific Requirements of the Contract**

The Manager of Works will issue a work order detailing the specific requirements for heavy vehicle servicing of the Shire of Corrigin fleet during the 2021/22 financial year. Work will be paid on claims for the number of hours taken to complete the work. Claims for payment are to be submitted upon completion of work done and the Manager of Works will check the work to ensure it has been completed as agreed prior to approving payment. If work is not completed satisfactorily the contractor may be ordered to undertake additional remedial work.

The following notes are provided as guidelines for the Contractor and Supervisor.

**Routine log book service** – scheduled service based on log book service hours. Hours in addition to standard log book hours only to be completed with prior permission of Manager of Works.

**Breakdown service-** price to include hourly rate to complete urgent work.

Breakdown repairs required to be assessed within 24 hours following notification by Manager of Works. Travel to site and/ or call out fee to be specified if applicable.

**Reporting-** the Contractor is to provide feedback and reports to the Manager of Works such as any addition repairs identified during routine servicing, deficiencies in daily maintenance by Shire of Corrigin employees and any future corrective action that is required.

**Genuine Parts-** Genuine parts are generally to be used. Non genuine parts only to be used if authorised by Manager of Works. Only parts actually used on Shire of Corrigin plant and equipment at the time of servicing will be paid for on service invoice.

## **2.7 Plant and Equipment**

Contractor will be required to supply own workshop plant and equipment in good working order and will be fitted with the operational safety devices.

## **2.8 Mechanical Service Provider**

An experienced and qualified mechanic will be required to have a working knowledge of heavy plant and machinery including trucks, trailers, graders, loaders and rollers.

## **2.9 Implementation Timetable**

Work is to be completed between 1 July 2021 and 30 June 2022, or 2023 if extended by mutual agreement, with specific timing to be arranged in consultation with the Shire of Corrigin, Manager of Works.

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

The general conditions of contract is based on the AS4906 General Conditions of Contract for the Provision of Minor Works and can be found at Appendix 2

#### **3.1   Insurances**

The Contractor will require the following insurance:

**Public Liability**—\$20,000,000 in one occurrence and \$20,000,000 aggregate to protect against claims arising from personal injury or property damage caused by the actions and operations of the insured.

**Workers' Compensation or Personal Accident Insurance Cover**— All employees in Australia must be insured by their employer for Workers' Compensation. Or in the case of a sole business owner or operator then Personal Accident Insurance Cover is required. The company or person appointed will be required to have the appropriate insurance in effect.

**Vehicle Insurance** – cover for the value of workshop plant and equipment.

#### **3.2   Period of Contract and Termination**

The Contract will be in force for the period of one year with an option for a further year by mutual agreement. In the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.



## **4    Special Conditions of Contract**

### **4.1    Description of the Works**

The works comprise heavy vehicle mechanical servicing and such other work as included in the Specification.

### **4.2    Work Not Included**

The following work is not included in the contract and will be carried out by the Shire of Corrigin:

- Transport of broken down machinery back to depot or yard,
- Daily maintenance and greasing,
- Washing of vehicles prior to servicing

### **4.3    Publicity**

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

### **4.4    Environmental Protection**

#### **4.4.1    Site Control**

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment including disposal of consumables and waste;
- c) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

#### **4.4.2    Dust, Dirt, Water and Fumes**

The contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

#### **4.4.3    Refuse Disposal**

All debris, spoil, rubbish or materials shall be suitably contained and disposed to prevent spillage or contamination of adjoining and other areas or property. All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes.

## **4.5 Contractor's Representative**

The Contractor's Representative shall have sufficient command of the English language and of Australian mechanical servicing and technical terminology, to be able to read, converse and receive instructions in English.

## **4.6 Materials and Work**

### **4.6.1 Regulations**

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the Act) and the Occupational Safety and Health Regulations 1996 (the Regulations) and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the sub-contractors and employees of separate contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers Material Safety Data Sheets. These sheets should be consistent with the Work Safe information and format.

A copy of all Material Safety Data Sheets shall be supplied to the Superintendent on request with another copy kept on Site by the Contractor.

### **4.6.2 Safety Management Plan**

The Contractor shall, throughout the Works, implement and maintain a Safety Management Plan.

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan. If the Contractor does not have a Safety Management plan then they will be required to comply with the Shire of Corrigin Safety Management Plan.

### **4.6.3 Induction Training**

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work until they have been inducted.

Upon commencement of work, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment and where relevant shall include the use of powered plant, tools and equipment.

#### **4.6.4    Pre-Job Planning**

Where legislation or codes of practice identify particularly hazardous activities including but not limited to working near power lines the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work at the workshop.

#### **4.6.5    Goods and Services Tax (GST)**

For the purposes of this clause:

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

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

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

## **5 Tenderer's Offer**

### **5.1 Form of Tender**

The Chief Executive Officer  
Shire of Corrigin  
PO Box 221  
CORRIGIN WA 6375

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) 03/2021 Heavy Plant and Machinery Servicing in the Shire of Corrigin**

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: \_\_\_\_\_

## 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) Compliance with the Specification contained in the Request.	Yes / No
c) Compliance with the serving timeframes.	Yes / No
d) Risk Assessment Tenderers must address the following information in an attachment and label it <b>“Risk Assessment”</b> :	Yes / No
i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i>	Yes / No
ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i>	Yes / No
iii) <i>Provide the organisation’s directors/company owners and any other positions held with other organisations.</i>	Yes / No
iv) <i>Provide a summary of the number of years your organisation has been in business.</i>	Yes / No
v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i>	Yes / No
vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i>	Yes / No
vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and provide the names and addresses of beneficiaries.</i>	Yes / No
viii) <i>Do you intend to subcontract any of the Requirements? If Yes</i>	Yes / No

**Part 5 COMPLETE AND RETURN THIS PART**

<p><i>provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p>	
<p>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></p>	<p>Yes / No</p>
<p>x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p>	<p>Yes / No</p>
<p>xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i></p>	<p>Yes / No</p>
<p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to <b>supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance.</b> 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 30 days of acceptance.</p>	<p>Yes / No</p>

### 5.2.2 Qualitative Criteria

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

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

**Part 5 COMPLETE AND RETURN THIS PART**

<b>A. Relevant Experience</b> Tenderers must address the following information in an attachment and label it “ <b>Relevant Company Experience</b> ”:	<b>Weighting</b>  <b>10%</b>	
<ul style="list-style-type: none"> <li>a) <i>Provide details of similar work undertaken.</i></li> <li>b) <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i></li> <li>c) <i>Provide details of issues that arose during the project and how these were managed.</i></li> <li>d) <i>Demonstrate competency and proven track record of achieving outcomes.</i></li> <li>e) <i>Project reference sheet.</i></li> </ul>	<b>Relevant Experience</b>	<b>Tick if attached</b>  <input type="checkbox"/>

<b>B. Mechanical Skills and Experience</b> Tenderers must address the following information in an attachment and label it <b>Mechanical Skills and Experience</b> :	<b>Weighting</b>  <b>15%</b>	
<ul style="list-style-type: none"> <li>a) <i>The Tenderer’s role in the performance of the Contract.</i></li> <li>b) <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></li> <li>c) <i>Any other relevant details relating to personnel skills and experience.</i></li> </ul>	<b>Key Personnel</b>	<b>Tick if attached</b>  <input type="checkbox"/>

<b>C. Tenderer’s Resources</b> Tenderers must address the following information in an attachment and label it <b>Tenderer’s Resources</b> :	<b>Weighting</b>  <b>15%</b>	
<ul style="list-style-type: none"> <li>a) <i>Plant, equipment and materials.</i></li> <li>b) <i>Any contingency measures or backup of resources including personnel (where applicable).</i></li> </ul>	<b>Tenderer’s Resources</b>	<b>Tick if attached</b>  <input type="checkbox"/>

<b>Part 5    COMPLETE AND RETURN THIS PART</b>
--

c) <i>Safety Record.</i>		
d) <i>Other current commitments.</i>		

<b>D. Regional Price Preference</b> A price preference of 10% for businesses based in the Shire of Corrigin.	<b>Weighting</b>  <b>10%</b>	
a) <i>Evidence of business based in region as per Regional Price Preference Policy.</i>	<b>Regional Organisation</b>	<b>Tick if attached</b>  <input type="checkbox"/>



**Part 5 COMPLETE AND RETURN THIS PART****5.2.3 Price Information**

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

**5.2.4 Schedule of Rates**

Tenderers must complete the entire following price schedule.

The rates shall include allowance for fuel, consumable stores, overheads including licensing, GST and profit and based on the Contractors standard working week.

Item	Rate Per Hour (ex GST)	GST Component	Rate Per Hour (inc GST)
Routine Servicing	\$	\$	\$
Breakdown Servicing	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Working week for these rates is Monday to Friday for 9 hours per day.

Item	Method of Pricing Eg cost, cost plus margin, set fee etc
Machinery and Plant Parts	
Lubricants and oils	
Call out fee if applicable	
Travel	
Freight	

## **6 Contractor's Occupational Safety and Health Management System Questionnaire**

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as **Contractor's Safety and Health Questionnaire**. The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

<b>OSH Policy and Management</b>	<b>Yes</b>	<b>No</b>
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System? If Yes, provide details: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is the OSH Management System audited or reviewed on a regular basis? If Yes, provide details of last audit and outcomes. _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is there a company OSH Organisation Chart? If Yes, provide a copy	<input type="checkbox"/>	<input type="checkbox"/>
Are Line Managers held accountable for Health and Safety performances? If Yes, provide details _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

**Part 5 COMPLETE AND RETURN THIS PART**

Safe Workplace Practices and Procedures	Yes	No
Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?  If Yes, provide a summary listing of procedures or instructions.  _____  _____	<input type="checkbox"/>	<input type="checkbox"/>
Are safe operating procedures or specific safety instructions issued to employees?  If Yes, explain how this is done.  _____  _____	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have any Permit to Work systems?  If Yes, provide a copy of a standard Incident Report form.	<input type="checkbox"/>	<input type="checkbox"/>
Which company personnel are responsible for investigating incidents?  _____  _____		
Do Incident Reports contain prevention recommendations?	<input type="checkbox"/>	<input type="checkbox"/>
Who is responsible for implementing remedial measures recommended?  _____  _____		
Are there procedures for storing and handling hazardous substances?  If Yes, provide details.  _____  _____	<input type="checkbox"/>	<input type="checkbox"/>

**Part 5 COMPLETE AND RETURN THIS PART**

**Occupational Safety and Health**

Describe how Safety and Health Training is conducted in your company?

---

---

---

Provide a summary or example of Safety and Health Training courses provided for, or undertaken by employees during the past 12 months.

---

---

---

Is a record maintained of all training and inductions programmes undertaken for employees in your company?

If Yes, provide examples of Safety Training records.

---

---

**Part 5 COMPLETE AND RETURN THIS PART**

Provide details of any company safety induction programmes for company employees and or subcontractors.

---

---

**Safety and Health Workplace Inspection****Yes****No**

Are regular Health and Safety Inspections at work Sites undertaken?

☐☐

If Yes, provide details.

---

---

Are standard workplace inspection checklists used to conduct Health and Safety Inspections?

☐☐

If Yes, provide details or examples.

---

---

Who normally completes workplace Safety and Health Inspections?

---

---

Is there a procedure by which employees can report hazards at workplaces?

☐☐

If Yes, provide details

---

---

Has the company ever been convicted of an Occupation Health and Safety offence?

☐☐

If Yes, provide details.

---

---

## 7 Project Reference Sheet

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

Name of Project	Value	Date Started	Date Completed	Client	Referees Name	Telephone Number

## 8 Tenderer's Resource Schedule

### 8.1 Tenderer's Current Commitment Schedule for 2021/22

Project	Description	Value as Let	Date Started	Referees Name Number

8.2 Tenderer’s Human Resources Schedule

Staff/ Operator Name	Role/ Qualification	Years of Experience





## 2.11 REGIONAL PRICE PREFERENCE POLICY

---

<b>Policy Owner:</b>	Corporate and Community Services
<b>Person Responsible:</b>	Deputy Chief Executive Officer
<b>Date of Approval:</b>	<b>21 June 2016</b>
<b>Amended:</b>	<b>17 October 2017</b>

---

**Objective:** To stimulate economic activity and growth in the Shire by maximising the use of competitive local businesses in supplying goods, services and works purchased or contracted on behalf of the Shire of Corrigin (the 'Shire').

**Legislative Requirements:**

This policy sets out the requirements that must be complied with by the Shire for the implementation and application of a regional price preference when purchasing goods and/or services through a tender process. The policy is compliant with the *Local Government (Functions and General) Regulations 1996*, as the relevant legislation.

**Policy:** A price preference will apply to suppliers who are based in, operate from or source goods or services from within the Shire Region in relation to all tenders invited by the Shire for the supply of goods, services and construction (building) services, unless the tender document specifically states prior to advertising of the tender that this policy does not apply. The regional price preference enables tenders to be evaluated as if the proposed tender bid price were reduced in accordance with permitted price preferences as specified below in this policy. This policy will operate in conjunction with the purchasing considerations and procedures for tenders as outlined in the Shire's 'Purchasing Policy' when evaluating and awarding tender contracts.

**Qualifying Criteria:**

***Regional Tenderer***

A supplier of goods or services who submits a tender is regarded as being a regional tenderer if:

- a) that supplier has been operating a business continuously out of premises in the Region for at least six months before the time after which further tenders cannot be submitted. This is further defined as follows and the supplier will be required to meet all of these criteria:
  - i. the supplier to have a physical business premises (in the form of an office, depot, shop, outlet, headquarters or other premises where goods or services are being supplied from), located in the Region. This does not exclude suppliers whose registered business is located outside the Region but undertake the business from premises located in the Region;

- ii. the physical location of the business premises in the Region has been operating on an ongoing basis for more than six months prior to the closing date for the tender;
  - iii. a business having permanent staff that are based at the business premises located in the Region;
  - iv. management or delivery of the majority of the tendered outcomes will be carried out from the business premises located in the Region; and
  - v. the business being registered or licensed in Western Australia; or
- b) some or all of the goods or services are to be supplied from regional sources. Goods and/or services that form a part of a tender submitted may be wholly supplied from regional sources; or partly supplied from regional sources, and partly supplied from non-regional sources. Only those goods or services identified in the tender as being from regional sources may be included in the discounted calculations that form a part of the assessments of a tender when the regional price preference policy is in operation.

In order for the policy to apply, the tenderer is required to provide to the Shire written evidence within the tender submission which demonstrates compliance with the above criteria. Tenderers who claim that they will use goods, materials or services supplied from regional sources in the delivery of the contract outcomes will be required, as part of the contract conditions, to demonstrate that they have actually used them.

### ***Regional Price Preference Categories***

The following levels of regional price preference will be applied (where relevant) to tenders received from a regional tenderer, as outlined above under this policy:

- ***Where the contract is for goods and services:*** Up to a 10% price preference (to a maximum price reduction of \$50,000 excluding GST) where goods and services are sourced from within the Shire Region.
- ***Where the contract is for construction (building) services:*** Up to a 5% price preference (up to a maximum price reduction of \$50,000 excluding GST) where construction (building) services are sourced from within the Shire Region.
- ***Where the contract is for goods or services (including construction (building) services), if the Shire is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the Shire:***

Up to 5% price preference (up to a maximum price reduction of \$200,000 excluding GST) where goods or services (including construction (building) services) are sourced from within the Shire Region

### ***Competitive Purchasing***

Whilst price is a competitive consideration in the provision of goods and/or services via tender, it is only one aspect of the tender evaluation process. Value for money principles, as described within the Shire's 'Purchasing Policy', will be employed by assessing the price component in conjunction with the tender selection criteria and requirements in order to determine value for money. The tender offering the lowest price may not necessarily be successful.

### ***Terminology***

Construction (building) services: is defined as the construction of and improvement to buildings (including housing) on or over any area of land, lake, river or ocean and any services related to that activity in the Shire Region.

Goods: include tangible, quantifiable material requirements usually capable of being moved or transported that are purchased, rented, leased or hired by the Shire.

Region: for the purposes of this policy the Region is specified as the entire geographical area encompassed within the boundaries of the Shire of Corrigin.

Services: means any task, consultancy, work or advice to be performed or provided that is procured by the Shire. Included are services such as management consultancies, outsourcing, maintenance contract/agreement, cleaning, waste removal, equipment repairs, external auditors, utilities and services, public infrastructure construction and repair etc.

## 2.9 PURCHASING POLICY

---

<b>Policy Owner:</b>	Corporate and Community Services
<b>Person Responsible:</b>	Deputy Chief Executive Officer, Manager Finance
<b>Date of Approval:</b>	<b>20 February 2007</b>
<b>Amended:</b>	<b>15 December 2016, 17 October 2017, 20 February 2018; 16 October 2018</b>

---

### Policy:

The Shire of Corrigin (the “**Shire**”) is committed to delivering best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance and complies with the *Local Government Act 1995* (the “**Act**”) and Part 4 of the *Local Government (Functions and General) Regulations 1996*, (the “**Regulations**”) Procurement processes and practices to be complied with are defined within this policy and the Shire’s prescribed procurement procedures.

### 1 OBJECTIVES

The objectives of this Policy are to ensure that all purchasing activities:

- demonstrate that best value for money is attained for the Shire;
- are compliant with relevant legislations, including the Act and Regulations;
- are recorded in compliance with the *State Records Act 2000* and associated records management practices and procedures of the Shire;
- mitigate probity risk, by establishing consistent and demonstrated processes that promotes openness, transparency, fairness and equity to all potential suppliers;
- ensure that the sustainable benefits, such as environmental, social and local economic factors are considered in the overall value for money assessment; and
- are conducted in a consistent and efficient manner across the Shire and that ethical decision making is demonstrated.

### 2 ETHICS AND INTEGRITY

#### 2.1 Code of Conduct

All officers and employees of the Shire undertaking purchasing activities must have regard for the Code of Conduct requirements and shall observe the highest standards of ethics and integrity. All officers and employees of the Shire must act in an honest and professional manner at all times which supports the standing of the Shire.

## **2.2 Purchasing Principles**

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Shire's policies and Code of Conduct;
- purchasing is to be undertaken on a competitive basis where all potential suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies, audit requirements and relevant legislation;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Shire's by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

## **3 VALUE FOR MONEY**

### **3.1 Policy**

Value for money is determined when the consideration of price, risk and qualitative factors that are assessed to determine the most advantageous outcome to be achieved for the Shire.

As such, purchasing decisions must be made with greater consideration than obtaining lowest price, but also to incorporate qualitative and risk factors into the decision.

### **3.2 Application**

An assessment of the best value for money outcome for any purchasing process should consider:

- all relevant Total Costs of Ownership (TCO) and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality, including but not limited to an assessment of levels and currency of compliances, value adds offered, warranties, guarantees, repair and replacement policies, ease of inspection, ease of after sales service, ease of communications etc.
- financial viability and capacity to supply without risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history);

- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable;
- the safety requirements associated with both the product design and specification offered by suppliers and the evaluation of risk when considering purchasing goods and services from suppliers;
- purchasing of goods and services from suppliers that demonstrate sustainable benefits and good corporate social responsibility; and
- providing opportunities for businesses within the Shire's boundaries to be given the opportunity to quote for providing goods and services wherever possible.

## **4 PURCHASING REQUIREMENTS**

### **4.1 Legislative / Regulatory Requirements**

The requirements that must be complied with by the Shire, including purchasing thresholds and processes, are prescribed within the Regulations, this Policy and associated purchasing procedures in effect at the Shire.

#### **Policy**

Purchasing that is **\$150,000 or below in total value** (excluding GST) must be in accordance with the purchasing requirements under the relevant threshold as defined under section 4.4 of this Purchasing Policy.

Purchasing that **exceeds \$150,000 in total value** (excluding GST) must be put to public Tender when it is determined that a regulatory Tender exemption, as stated under 4.5 of this Policy is not deemed to be suitable.

### **4.2 Purchasing Value Definition**

Determining purchasing value is to be based on the following considerations:

1. Exclusive of Goods and Services Tax (GST);
2. The actual or expected value of a contract over the full contract period, including all options to extend; or the extent to which it could be reasonably expected that the Shire will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased. A best practice suggestion is that if a purchasing threshold is reached within three years for a particular category of goods, services or works, then the purchasing requirement under the relevant threshold (including the tender threshold) must apply.
3. Must incorporate any variation to the scope of the purchase and be limited to a 10% tolerance of the original purchasing value.

### 4.3 Purchasing from Existing Contracts

Where the Shire has an existing contract in place, it must ensure that goods and services required are purchased under these contracts to the extent that the scope of the contract allows. When planning the purchase, the Shire must consult its Contracts Register in the first instance before seeking to obtain quotes and tenders on its own accord.

### 4.4 Purchasing Thresholds

The table below prescribes the purchasing process that the Shire must follow, based on the purchase value:

Purchase Value Threshold	Purchasing Requirement
Up to \$5,000	<p>Purchase directly from a supplier using a Purchase Order or credit card issued by the Shire or obtain at least one (1) oral or written quotation from a suitable supplier, either from:</p> <ul style="list-style-type: none"> <li>an existing panel of pre-qualified suppliers administered by the Shire; or</li> <li>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or</li> <li>from the open market.</li> <li>Where the purchase is of an urgent or emergency nature the purchase is permitted without a quote.</li> </ul>
Over \$5,000 and up to \$50,000	<p>Obtain at least two (2) written quotations from suppliers following a brief outlining the specified requirement, either from:</p> <ul style="list-style-type: none"> <li>an existing panel of pre-qualified suppliers administered by the Shire; or</li> <li>from the open market.</li> </ul> <p>Or</p> <p>Obtain at least one (1) written quotation from a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA.</p> <p>Where the purchase is of an urgent or emergency nature the purchase is permitted without undertaking the quotation process.</p>
Purchase Value Threshold	Purchasing Requirement
Over \$50,000 and up to \$150,000	<p>Obtain at least three (3) written quotations from suppliers by formal invitation under a Request for Quotation, containing price and detailed specification of goods and services required. The procurement</p>



	<p>decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p> <p>Quotations within this threshold may be obtained from:</p> <ul style="list-style-type: none"> <li>• an existing panel of pre-qualified suppliers administered by the Shire; or</li> <li>• a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</li> <li>• from the open market.</li> </ul> <p>Requests for quotation from a pre-qualified panel of suppliers (whether administered by the Shire through the WALGA preferred supply program or State Government CUA) are not required to be invited using a Request for Quotation form, however at least three written quotes are still required to be obtained.</p>
Over \$150,000	<p>Where the purchasing requirement is not suitable to be met through a panel of pre-qualified suppliers, or any other tender-exempt arrangement as listed in this Policy, conduct a public Request for Tender process in accordance with Part 4 of the <i>Local Government (Functions and General) Regulations 1996</i>, this policy and the Shire's tender procedures. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p>

#### 4.5 Tendering Exemptions

An exemption to publicly invite tenders may apply in the following instances:

- the purchase is obtained from a pre-qualified supplier under the WALGA Preferred Supply Program or State Government Common Use Arrangement.
- the purchase is from a Regional Local Government or another Local Government;
- the purchase is acquired from an Australian Disability Enterprise and represents value for money;
- the purchase is from a pre-qualified supplier under a Panel established by the Shire; or
- any of the other exclusions under Regulation 11 of the Regulations apply.
- the purchase is acquired from a person registered on the WA Aboriginal Business Directory, as published by the Small Business Development Corporation, where the consideration under contract is worth \$250,000 or less and represents value for money;
- an emergency situation as defined by the *Local Government Act 1995*;



- the purchase is from a Department of Finance Common Use Arrangements (where Local Government use is permitted), a Regional Local Government or another Local Government;
- the purchase is under auction that has been authorised by Council;
- the contract is for petrol, oil, or other liquid or gas used for internal combustion engines; or

#### **4.6 Inviting Tenders Under the Tender Threshold**

Where considered appropriate and beneficial, the Shire may consider publicly advertising Tenders in lieu of undertaking a Request for Quotation for purchases under the tender threshold. This decision should be made after considering the benefits of this approach in comparison with the costs, risks, timeliness and compliance requirements and also whether the purchasing requirement can be met through the WALGA Preferred Supply Program or State Government CUA.

If a decision is made to undertake a public Tender for contracts expected to be \$150,000 or less in value, the Shire's tendering procedures must be followed in full.

#### **4.7 Sole Source of Supply**

Where the purchasing requirement is over the value of \$5,000 and of a unique nature that can only be supplied from one supplier, the purchase is permitted without undertaking a tender or quotation process. This is only permitted in circumstances where the Shire is satisfied and can evidence that there is only one source of supply for those goods, services or works. The Shire must use its best endeavours to determine if the sole source of supply is genuine by exploring if there are any alternative sources of supply. Once determined, the justification must be referenced on the Purchase Order prior to a contract being entered into.

From time to time, the Shire may publicly invite an expression of interest to effectively determine that one sole source of supply still genuinely exists.

#### **4.8 Anti-Avoidance**

The Shire shall not enter into two or more contracts or create multiple purchase order transactions of a similar nature for the purpose of "splitting" the value of the purchase or contract to take the value of the consideration of the purchase below a particular purchasing threshold, particularly in relation to Tenders and to avoid the need to call a public Tender.

#### **4.9 Emergency Purchases**

An emergency purchase is defined as an unanticipated and unbudgeted purchase which is required in response to an emergency situation as provided for in the *Local Government Act 1995*. In such instances, quotes and tenders are not required to be obtained prior to the purchase being undertaken.

An emergency purchase does not relate to purchases not planned for due to time constraints. Every effort must be made to anticipate purchases required by

the Shire in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply.

## **5 RECORDS MANAGEMENT**

Records of all purchasing activity must be retained in compliance with the *State Records Act 2000 (WA)*, the Shire's Records Management Policy and associated procurement procedures.

For each procurement activity, such documents may include:

- The Procurement initiation document such as a procurement business case which justifies the need for a contract to be created (where applicable);
- Procurement Planning and approval documentation which describes how the procurement is to be undertaken to create and manage the contract;
- Request for Quotation/Tender documentation;
- Copy of public advertisement inviting tenders, or the notice of private invitation (whichever is applicable);
- Copies of quotes/tenders received;
- Evaluation documentation, including individual evaluators note and clarifications sought;
- Negotiation documents such as negotiation plans and negotiation logs;
- Approval of award documentation;
- All correspondence to respondents notifying of the outcome to award a contract;
- Contract Management Plans which describes how the contract will be managed; and
- Copies of contract(s) with supplier(s) formed from the procurement process.

## **6 SUSTAINABLE PROCUREMENT AND CORPORATE SOCIAL RESPONSIBILITY**

The Shire is committed to providing a preference to suppliers that demonstrate sustainable business practices and high levels of corporate social responsibility (CSR).

Where appropriate, the Shire shall endeavour to provide an advantage to suppliers demonstrating that they minimise environmental and negative social impacts and embrace CSR. Sustainable and CSR considerations must be balanced against value for money outcomes in accordance with the Shire's sustainability objectives.

## **7 BUY LOCAL POLICY**

As much as practicable, the Shire must:

- where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);

- ensure that procurement plans address local business capability and local content;
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid; and
- provide adequate and consistent information to potential suppliers.

To this extent, a qualitative weighting may be afforded in the evaluation of quotes and tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

A regional price preference may be afforded to locally based businesses for the purposes of assessment. Provisions are detailed within Council's Policy 2.11 *Regional Price Preference*.

## 8 EXEMPTIONS

The following exemptions to the Purchasing Thresholds and Processes apply:

- Live Shows, Artistic Performances, Digital Movies: For the procurement of live shows, artistic performances and digital movies a purchase order is required to be raised, however, only one quotation needs to be obtained due to there being only one supplier.
- Insurance (LGIS) brokers, utilities and the like: For the procurement of Insurance (LGIS) brokerage and utilities normally only supplier is available.
- Staff Corporate Uniforms: The staff corporate uniform is exempt from seeking quotations.
- All Freight: All freight is exempt from seeking quotations but where possible attain the best price for the best required freight service.
- Travel/Airfares: The procurement of airfares for travel purposes is exempt from seeking quotations but the Shire must be equitable in procuring this service from all local travel suppliers if and when the pricing is comparable.
- Staff Housing (Leasing of Property): Leasing property for the purpose of providing staff housing is exempt from seeking quotations but the Shire must be equitable in procuring this service from all local suppliers if and when the pricing is comparable, taking into consideration what housing is required to accommodate staff needs and what is available on the rental market at that time.
- Souvenirs and Tourism Merchandise For the procurement of souvenirs and tourism merchandise for on sale at the Shire office or Resource Centre, these items will be exempt from seeking quotations provided the quality of the merchandise is proven or known.
- The below list of individualised purchases from local suppliers are exempt from quotations but purchases need to be alternated between those local suppliers in respect to each individualised purchases. Comparing price, quality and service factors must be taken into account; should purchase items be of the same quality and service, then the lowest priced local supplier should be engaged for the purchase:

- Newspapers, books and periodical deliveries purchased locally for in-house provision and for the Shire are exempt from seeking quotations.
- Catering of Food Catering of food from local suppliers for in-house meetings (not external meetings or events) are exempt from seeking quotations.
- Catering of alcoholic and non-alcoholic drinks including milk and water from local suppliers for in-house provision and for Shire events/functions are exempt from seeking quotations.
- Stationary items

## **9 PURCHASING FROM DISABILITY ENTERPRISES**

Pursuant to Part 4 of the *Local Government (Functions and General) Regulations 1996*, the Shire is not required to publicly invite tenders if the goods or services are to be supplied from an Australian Disability Enterprise, as registered on [www.ade.org.au](http://www.ade.org.au). This is contingent on the demonstration of value for money.

Where possible, Australian Disability Enterprises are to be invited to quote for supplying goods and services under the tender threshold. A qualitative weighting may be afforded in the evaluation of quotes and tenders to provide advantages to Australian Disability Enterprises.

## **10 PANELS OF PRE-QUALIFIED SUPPLIERS**

### **10.1 Policy Objectives**

In accordance with Regulation 24AC of the *Local Government (Functions and General) Regulations 1996*, a Panel of Pre-qualified Suppliers ("Panel") may be created where most of the following factors apply:

- the Shire determines that a range of similar goods and services are required to be purchased on a continuing and regular basis;
- there are numerous potential suppliers in the local and regional procurement-related market sector(s) that satisfy the value for money test;
- the purchasing activity under the intended Panel is assessed as being of a low to medium risk;
- the Panel will streamline and will improve procurement processes; and
- the Shire has the capability to establish, manage the risks and achieve the benefits expected of the proposed Panel.

The Shire will endeavour to ensure that Panels will not be created unless most of the above factors are firmly and quantifiably established.

### **10.2 Establishing a Panel**

Should the Shire determine that a Panel is beneficial to be created, it must do so in accordance with Part 4, Division 3 the *Local Government (Functions and General) Regulations 1996*. Panels may be established for one supply requirement, or a number of similar supply requirements under defined categories within the Panel.

Panels may be established for a minimum of two (2) years and for a maximum length of time deemed appropriate by the Shire. Evaluation criteria must be determined and communicated in the application process by which applications will be assessed and accepted.

Where a Panel is to be established, the Shire will endeavour to appoint at least three (3) suppliers to each category, on the basis that best value for money is demonstrated. Where less than three (3) suppliers are appointed to each category within the Panel, the category is not to be established.

In each invitation to apply to become a pre-qualified supplier (through a procurement process advertised through a state-wide notice), the Shire must state the expected number of suppliers it intends to put on the panel. Should a Panel member leave the Panel, they may be replaced by the next ranked Panel member determined in the value for money assessment should the supplier agree to do so, with this intention to be disclosed in the detailed information set out under Regulation 24AD(5)(d) and (e) when establishing the Panel.

### **10.3 Distributing Work Amongst Panel Members**

To satisfy Regulation 24AD(5) of the Regulations, when establishing a Panel of pre-qualified suppliers, the detailed information associated with each invitation to apply to join the Panel must either prescribe whether the Shire intends to:

- i. Obtain quotations from each pre-qualified supplier on the Panel with respect to all purchases, in accordance with Clause 0; or
- ii. Purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- iii. Develop a ranking system for selection to the Panel, with work awarded in accordance with Clause 10.3(b).

In considering the distribution of work among Panel members, the detailed information must also prescribe whether:

- a) each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work. Contracts under the pre-qualified panel will be awarded on the basis of value for money in every instance; or
- b) work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under Regulation 24AD (5) (f) when establishing the Panel. The Shire is to invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken. Should the offer be declined, an invitation to the next ranked Panel member is to be made and so forth until a Panel member accepts a Contract.  
Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods/services under the Panel, the Shire may then invite suppliers that are not pre-qualified under the Panel, in accordance with the Purchasing Thresholds stated in section 5.5 of this

Policy. When a ranking system is established, the Panel must not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

#### **10.4 Purchasing from the Panel**

The invitation to apply to be considered to join a panel of pre-qualified suppliers must state whether quotations are either to be invited to every member (within each category, if applicable) of the Panel for each purchasing requirement, whether a ranking system is to be established, or otherwise.

Each quotation process, including the invitation to quote, communications with panel members, quotations received, evaluation of quotes and notification of award communications must all be made through eQuotes, or any other electronic quotation facility.

#### **10.5 Recordkeeping**

Records of all communications with Panel members, with respect to the quotation process and all subsequent purchases made through the Panel, must be kept.

For the creation of a Panel, this includes:

- The Procurement initiation document such as a procurement business case which justifies the need for a Panel to be created;
- Procurement Planning and approval documentation which describes how the procurement is to be undertaken to create and manage the Panel;
- Request for Applications documentation;
- Copy of public advertisement inviting applications;
- Copies of applications received;
- Evaluation documentation, including clarifications sought;
- Negotiation documents such as negotiation plans and negotiation logs;
- Approval of award documentation;
- All correspondence to applicants notifying of the establishment and composition of the Panel such as award letters;
- Contract Management Plans which describes how the contract will be managed; and
- Copies of framework agreements entered into with pre-qualified suppliers.

The Shire is also to retain itemised records of all requests for quotation, including quotations received from pre-qualified suppliers and contracts awarded to Panel members. A unique reference number shall be applied to all records relating to each quotation process, which is to also be quoted on each purchase order issued under the Contract.

Information with regards to the Panel offerings, including details of suppliers appointed to the Panel, must be kept up to date, consistent and made available for access by all officers and employees of the Shire.



## 2.10 REGIONAL PRICE PREFERENCE POLICY

---

<b>Policy Owner:</b>	Corporate and Community Services
<b>Person Responsible:</b>	Deputy Chief Executive Officer, Manager Finance
<b>Date of Approval:</b>	<b>21 June 2016</b>
<b>Amended:</b>	<b>17 October 2017</b>

---

**Objective:** To stimulate economic activity and growth in the Shire by maximising the use of competitive local businesses in supplying goods, services and works purchased or contracted on behalf of the Shire of Corrigin (the 'Shire').

**Legislative Requirements:**

This policy sets out the requirements that must be complied with by the Shire for the implementation and application of a regional price preference when purchasing goods and/or services through a tender process. The policy is compliant with the *Local Government (Functions and General) Regulations 1996*, as the relevant legislation.

**Policy:** A price preference will apply to suppliers who are based in, operate from or source goods or services from within the Shire Region in relation to all tenders invited by the Shire for the supply of goods, services and construction (building) services, unless the tender document specifically states prior to advertising of the tender that this policy does not apply. The regional price preference enables tenders to be evaluated as if the proposed tender bid price were reduced in accordance with permitted price preferences as specified below in this policy. This policy will operate in conjunction with the purchasing considerations and procedures for tenders as outlined in the Shire's 'Purchasing Policy' when evaluating and awarding tender contracts.

**Qualifying Criteria:**

***Regional Tenderer***

A supplier of goods or services who submits a tender is regarded as being a regional tenderer if:

- a) that supplier has been operating a business continuously out of premises in the Region for at least six months before the time after which further tenders cannot be submitted. This is further defined as follows and the supplier will be required to meet all of these criteria:
  - i. the supplier to have a physical business premises (in the form of an office, depot, shop, outlet, headquarters or other premises where goods or services are being supplied from), located in the Region. This does not exclude suppliers whose registered business is located outside the Region but undertake the business from premises located in the Region;
  - ii. the physical location of the business premises in the Region has been operating on an ongoing basis for more than six months prior to the closing date for the tender;



- iii. a business having permanent staff that are based at the business premises located in the Region;
  - iv. management or delivery of the majority of the tendered outcomes will be carried out from the business premises located in the Region; and
  - v. the business being registered or licensed in Western Australia; or
- b) some or all of the goods or services are to be supplied from regional sources. Goods and/or services that form a part of a tender submitted may be wholly supplied from regional sources; or partly supplied from regional sources, and partly supplied from non-regional sources. Only those goods or services identified in the tender as being from regional sources may be included in the discounted calculations that form a part of the assessments of a tender when the regional price preference policy is in operation.

In order for the policy to apply, the tenderer is required to provide to the Shire written evidence within the tender submission which demonstrates compliance with the above criteria. Tenderers who claim that they will use goods, materials or services supplied from regional sources in the delivery of the contract outcomes will be required, as part of the contract conditions, to demonstrate that they have actually used them.

### ***Regional Price Preference Categories***

The following levels of regional price preference will be applied (where relevant) to tenders received from a regional tenderer, as outlined above under this policy:

- ***Where the contract is for goods and services:*** Up to a 10% price preference (to a maximum price reduction of \$50,000 excluding GST) where goods and services are sourced from within the Shire Region.
- ***Where the contract is for construction (building) services:*** Up to a 5% price preference (up to a maximum price reduction of \$50,000 excluding GST) where construction (building) services are sourced from within the Shire Region.
- ***Where the contract is for goods or services (including construction (building) services), if the Shire is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the Shire:***

Up to 5% price preference (up to a maximum price reduction of \$200,000 excluding GST) where goods or services (including construction (building) services) are sourced from within the Shire Region

### ***Competitive Purchasing***

Whilst price is a competitive consideration in the provision of goods and/or services via tender, it is only one aspect of the tender evaluation process. Value for money principles, as described within the Shire's 'Purchasing Policy', will be employed by assessing the price component in conjunction with the tender selection criteria and requirements in order to determine value for money. The tender offering the lowest price may not necessarily be successful.

### ***Terminology***

Construction (building) services: is defined as the construction of and improvement to buildings (including housing) on or over any area of land, lake, river or ocean and any services related to that activity in the Shire Region.

Goods: include tangible, quantifiable material requirements usually capable of being moved or transported that are purchased, rented, leased or hired by the Shire.

Region: for the purposes of this policy the Region is specified as the entire geographical area encompassed within the boundaries of the Shire of Corrigin.

Services: means any task, consultancy, work or advice to be performed or provided that is procured by the Shire. Included are services such as management consultancies, outsourcing, maintenance contract/agreement, cleaning, waste removal, equipment repairs, external auditors, utilities and services, public infrastructure construction and repair etc.

## 2.11 AUTHORISATION TO PURCHASE GOODS AND SERVICES

---

<b>Policy Owner:</b>	Corporate and Community Services
<b>Person Responsible:</b>	Deputy Chief Executive Officer, Manager Finance
<b>Date of Approval:</b>	<b>17 October 2017</b>
<b>Amended:</b>	<b>16 October 2018</b>

---

**Objective:** To establish guidelines for the purchasing of goods and services by employees.

**Policy:** The CEO is permitted to issue orders and purchase all authorised expenditure on Council's behalf.

The following employees are authorised, on delegation by the CEO, to purchase goods and services:

Position	Amount
Deputy CEO	\$50,000
Manager Finance	\$20,000
Manager Works and Services	\$40,000
Building Supervisor	\$40,000
Environmental Health Officers	\$5,000
Pool Manager	\$5,000
Administration Officers, Finance Officers, Governance Officers and Community Resource Centre Coordinator	\$1,000

### **Purchase Orders**

A purchase order is required for all expenditure over \$100 and will only be raised for items within a budget. The CEO, Deputy CEO or Manager Finance may authorise expenditure without a purchase order for services that may include but not limited to the following: utilities, insurance premiums, subscription renewals, general service charges and the like.

The following information is to be included on the Purchase Order:

- Date Requested.
- Requesting Officer.
- Contact details of supplier.
- Description of goods including quantity.
- General ledger code (request code from Finance Officer if not known).
- Date required by if applicable.
- Include supporting information e.g. Council resolution in support of request, delivery location, date required etc.
- Details of verbal or written quotations or tender.

Evidence of requested quotes should be maintained such as names, telephone numbers, email addresses and written correspondence.

Quotes for goods and services may be selected based for reasons other than price alone, such as previous good service, availability and reliability. Recording the reasons for selection is required to demonstrate the probity of all purchasing decisions. Quotes and supporting documentation should be attached to the purchase order and forwarded to the Finance Officer.



# **GENERAL CONDITIONS OF CONTRACT**

**FOR THE SUPPLY OF GOODS AND THE  
PROVISION OF GENERAL SERVICES**

**Shire of Corrigin  
and**

**insert company details (ABN \*\* \*\*\* \*\*\*)**

## TABLE OF CONTENTS

<b>1</b>	<b>DEFINITIONS .....</b>	<b>4</b>
<b>2</b>	<b>INTERPRETATION .....</b>	<b>8</b>
<b>3</b>	<b>ORDER OF PRECEDENCE .....</b>	<b>8</b>
<b>4</b>	<b>SEVERABILITY .....</b>	<b>8</b>
<b>5</b>	<b>NOTICES .....</b>	<b>8</b>
<b>6</b>	<b>CONTRACTOR TO HAVE INFORMED ITSELF .....</b>	<b>9</b>
<b>7</b>	<b>COMPLYING WITH LEGAL REQUIREMENTS .....</b>	<b>9</b>
<b>8</b>	<b>SAFETY OBLIGATIONS .....</b>	<b>10</b>
<b>9</b>	<b>ASSIGNMENT AND SUBCONTRACTING.....</b>	<b>11</b>
<b>10</b>	<b>CONTRACTOR'S PERSONNEL .....</b>	<b>11</b>
<b>11</b>	<b>INDEMNITY .....</b>	<b>11</b>
<b>12</b>	<b>INTELLECTUAL PROPERTY RIGHTS .....</b>	<b>11</b>
<b>13</b>	<b>ORDERS.....</b>	<b>12</b>
<b>14</b>	<b>QUALITY OF GOODS.....</b>	<b>12</b>
<b>15</b>	<b>QUALITY OF SERVICES.....</b>	<b>13</b>
<b>16</b>	<b>SUPPLY OF GOODS AND SERVICES .....</b>	<b>13</b>
<b>17</b>	<b>PLANT AND EQUIPMENT .....</b>	<b>14</b>
<b>18</b>	<b>TIME FOR PERFORMANCE AND EXTENSIONS OF TIME .....</b>	<b>14</b>
<b>19</b>	<b>LIQUIDATED DAMAGES .....</b>	<b>15</b>
<b>20</b>	<b>INSPECTION AND INFORMATION .....</b>	<b>16</b>
<b>21</b>	<b>DELIVERY OBLIGATIONS.....</b>	<b>16</b>
<b>22</b>	<b>RECEIPT AND ACCEPTANCE OF GOODS AND SERVICES.....</b>	<b>16</b>
<b>23</b>	<b>REJECTION AND REMOVAL OF DEFECTIVE GOODS OR DEFECTIVE SERVICES .....</b>	<b>17</b>
<b>24</b>	<b>FAILURE TO PROVIDE GOODS AND SUPPLY SERVICES .....</b>	<b>17</b>
<b>25</b>	<b>PROPERTY AND RISK IN THE GOODS .....</b>	<b>18</b>
<b>26</b>	<b>REPRESENTATIVES .....</b>	<b>18</b>
<b>27</b>	<b>VARIATION .....</b>	<b>18</b>
<b>28</b>	<b>SUSPENDING THIS CONTRACT .....</b>	<b>19</b>
<b>29</b>	<b>WARRANTIES .....</b>	<b>19</b>
<b>30</b>	<b>VARIATION TO CONTRACT TERMS.....</b>	<b>20</b>
<b>31</b>	<b>PRICE BASIS.....</b>	<b>20</b>
<b>32</b>	<b>INVOICING AND PAYMENT .....</b>	<b>20</b>
<b>33</b>	<b>CONFIDENTIAL INFORMATION AND PUBLICITY .....</b>	<b>21</b>
<b>34</b>	<b>GOODS AND SERVICES TAX.....</b>	<b>21</b>
<b>35</b>	<b>CONSEQUENTIAL LOSS .....</b>	<b>22</b>

<b>36</b>	<b>LIMITS ON LIABILITY.....</b>	<b>22</b>
<b>37</b>	<b>FORCE MAJEURE EVENT .....</b>	<b>22</b>
<b>38</b>	<b>SETTLEMENT OF DISPUTES .....</b>	<b>22</b>
<b>39</b>	<b>TERMINATION OF CONTRACT.....</b>	<b>23</b>
<b>40</b>	<b>WAIVERS AND AMENDMENTS.....</b>	<b>24</b>
<b>41</b>	<b>ENTIRE AGREEMENT .....</b>	<b>24</b>
<b>42</b>	<b>RIGHTS AND REMEDIES .....</b>	<b>24</b>
<b>43</b>	<b>INSURANCE .....</b>	<b>24</b>
<b>44</b>	<b>INDUSTRIAL AWARDS .....</b>	<b>27</b>
<b>45</b>	<b>GOVERNING LAW.....</b>	<b>27</b>
<b>46</b>	<b>PROPORTIONATE LIABILITY .....</b>	<b>27</b>
<b>47</b>	<b>CONSTRUCTION CONTRACTS ACT .....</b>	<b>27</b>
<b>48</b>	<b>PERSONAL PROPERTY SECURITIES ACT.....</b>	<b>28</b>
<b>49</b>	<b>APPLICATION OF THIS CONTRACT .....</b>	<b>28</b>
<b>50</b>	<b>RESTRUCTURE OF THE PRINCIPAL .....</b>	<b>29</b>

DATE **insert date**

## PARTIES

Shire of Corrigin of **PO Box 221 CORRIGIN WA 6375 ABN 99880773647** ('Principal'); and  
**Company Name** of **address and ABN \*\* \*\*\* \*\* \*** ('Contractor')

## BACKGROUND

- (a) The Principal wishes to engage the Contractor for the provision of Heavy Plant and Machinery Servicing.
- (b) The Contractor has agreed to provide the Services on the terms of this Contract.

The Parties agree as set out in the Operative part of this Contract, in consideration of, among other things, the mutual promises contained in this Contract.

## OPERATIVE PART

### 1 DEFINITIONS

In this Contract, except where the context otherwise requires:

**'Acceptance'** has the meaning given in Clause 22.2.

**'Approval'** means any certificate, licence, consent, permit, approval, authority or requirement of any Legal Requirement or any organisation having jurisdiction in connection with the provision of the Goods and/or Services.

**'Approximate Quantities'** has the meaning given in Clause 16.

**'Australian Statistician'** means the person appointed as the Australian Statistician under the *Australian Bureau of Statistics Act 1975* (Cth) (and acting in that capacity).

**'Authority'** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

**'Business Days'** means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

**'Clause'** means a clause of this document.

**'Completion'** means delivery of Goods to the Delivery Point and the completed performance of Services in accordance with this Contract.

**'Completion Date'** means the date for Completion specified in the Contract Specifics or, if no date is specified, the End Date.

**'Confidential Information'** means all of the Principal's information which:

- (a) is disclosed or otherwise made available to, or acquired directly or indirectly by, the Contractor at any time;
- (b) relates to the Principal's or any Local Government's past, existing or future business, strategic plans or operations, finances, or customers (including any information that is derived from such information); and
- (c) is in oral or visual form, or is recorded or stored in a Document, and includes this Contract, but does not include information which:
  - (d) is or becomes generally and publically available other than as a result of a breach of this Contract;
  - (e) is in the possession of the Contractor without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
  - (f) has been independently developed by the Contractor or acquired from a third party not the subject to a duty of confidence to the Principal.



**‘Consequential Loss’** means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads.

**‘Construction Contracts Act’** means the *Construction Contracts Act 2004* (WA).

**‘Consumer Price Index’** means the index published by the Australian Bureau of Statistics known as the table 2 index - 6401.0 (weighted average of eight cities for all groups) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician.

**‘Contract’** means this document (including all schedules, attachments, annexures and clarifications) and any Order. For the avoidance of doubt, if this Contract is a Framework Agreement then each Order issued under this Contract constitutes an individual Contract (comprising this document and that Order).

**‘Contract Price’** means the prices or rates specified as such in the Contract Specifics but excluding any additions or deductions, which may be required to be made pursuant to this Contract.

**‘Contract Specifics’** means the contract information attached at Schedule 1.

**‘Contractor Maximum Liability Amount’** means the amount specified as such set out in the Contract Specifics.

**‘Contractor’s Personnel’** means any and all personnel engaged by the Contractor or a related body corporate, including its directors, officers, employees, agents, representatives, Subcontractors and any director, officer, employee, agent or representatives of any Subcontractor, and any other person engaged or employed by, or on behalf of, the Contractor.

**‘Contractor’s Representative’** is the person named as such in the Contract Specifics or any replacement person notified to the Principal.

**‘Contractor’s Technical Material’** means all Technical Material which is:

- (a) prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;
- (b) delivered, or required to be delivered, by or on behalf of the Contractor to the Principal under this Contract; or
- (c) incorporated into Technical Material described in paragraph (a) or (b) of this definition.

**‘Defective Goods’** means Goods of an inferior quality or which are otherwise inconsistent with this Contract.

**‘Defective Services’** means Services of an inferior quality or which are otherwise inconsistent with this Contract.

**‘Defects Liability Period’** means, subject to Clause 23.3, the period of time beginning on the date of Completion and ending on the expiry of the time stated in the Contract Specifics.

**‘Delivery Point’** means the Site or such other place as is specified in the Contract Specifics as the place for the delivery of the Goods.

**‘Dispute’** means any dispute or difference between the Parties arising in connection with the subject matter of this Contract.

**‘Document’** includes any note, memorandum, record, report, financial information, summary, analysis, calculation, strategic assessment, market survey, business plan, computer program, computer record, drawing, specification, material or any other means by which information may be stored or reproduced.

**‘End Date’** has the meaning given in the Contract Specifics.

**‘Fixed Quantities’** has the meaning given in Clause 16.

**‘Force Majeure Event’** means any one of the following events which is beyond the control of a Party, could not have been reasonably foreseen by the affected Party and which prevents that Party from discharging an obligation under this Contract, which, in the case of the Contractor, is critical to the Contractor delivering the Goods and/or providing the Services by the Completion Date:

- (a) a civil war, insurrection, riot, fire, flood, explosion, earthquake, operation of the forces of nature of catastrophic proportion or an act of a public enemy;
- (b) a general strike or general industrial action of Western Australia wide application, which did not arise at the Contractor’s premises and has not been caused by the Contractor; or

- (c) the enactment of any statute or regulation by the parliaments of the Commonwealth of Australia or Western Australia, which the Contractor could not have been aware of prior to the execution of this Contract, but is not an event which arises from any of the following:
- (d) a breach of a contract, including this Contract, or Law by the Contractor;
- (e) negligence by the Contractor relating to the performance of its obligations under this Contract;
- (f) an occurrence that is a risk assumed by the Contractor under this Contract;
- (g) a shortage or delay in the supply of Goods and/or Services required under this Contract; or
- (h) wet or inclement weather.

**'Framework Agreement'** means a Contract designated as such in the Contract Specifics.

**'Goods'** means the goods specified as such in the Contract Specifics (including any part of the goods so identified and particularised).

**'Goods and/or Services'** means all of the Goods (if any) and all of the Services (if any) specified in the Contract Specifics.

**'GST'** means goods and services tax applicable to any taxable supplies as determined under the GST Law.

**'GST Law'** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax and includes any subordinate legislation in respect of these acts.

**'Insurance'** means the insurances which the Contractor is required to obtain under Clause 43 and the Contract Specifics.

**'Insurance End Date'** means the date set out in the Contract Specifics as an Insurance End Date for a specific Insurance.

**'Intellectual Property Right'** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.

**'Invoice'** means an invoice which meets all the requirements of a valid tax invoice for GST purposes under the GST Law.

**'Law'** means:

- (a) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of Western Australia and any Local Government (including the Principal); and
- (b) any common or customary law and equity.

**'Legal Requirement'** means:

- (a) Laws;
- (b) Approvals; and
- (c) fees and charges payable in connection with the foregoing.

**'Liquidated Damages'** means the liquidated damages described as such in the Contract Specifics.

**'Local Government'** means any local government established under the *Local Government Act 1995* (WA) other than the Principal.

**'Loss'** means liability, loss, damage (of any nature, including aggravated and punitive), cost (including all litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, statutory or equitable compensation, demand, expense or proceeding or loss of any nature and of any kind whatsoever whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising including under any Legal Requirement or any Authority.

**'Order'** means a purchase order from the Principal to the Contractor which requires the supply of specific Goods and/or Services under this Contract where this Contract is a Framework Agreement.

**'Party'** means the Principal and/or the Contractor (as the context requires).

**'Plant and Equipment'** means all materials, plant, equipment, tools, vehicles and machinery necessary and incidental to the performance of the Contractor's obligations under this Contract.

**‘PPS Law’** means the PPSA and any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA.

**‘PPSA’** means the *Personal Property Securities Act 2009* (Cth).

**‘Principal Maximum Liability Amount’** means the amount specified as such in the Contract Specifics.

**‘Principal’s Personnel’** means directors, employees, agents, contractors or subcontractors of the Principal but does not include the Contractor or the Contractor’s Personnel.

**‘Principal’s Representative’** is the person named as such in the Contract Specifics or any replacement person notified to the Contractor.

**‘Principal’s Technical Material’** means any Technical Material provided by the Principal to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

**‘Progress Claim’** means a document in a form approved by the Principal evidencing the delivery of Goods and/or performance of Services and which includes the information set out in the Contract Specifics.

**‘RCTI Agreement’** means an agreement in the form provided by the Principal pursuant to which the Parties have agreed that the Principal will issue Recipient Created Tax Invoices in respect of all Goods and/or Services.

**‘Recipient Created Tax Invoice (or RCTI)’** has the meaning prescribed in the GST Law.

**‘Representative’** means the Principal’s Representative or the Contractor’s Representative.

**‘Review Date’** means each 12 month anniversary of the execution of this Contract.

**‘Schedule of Rates’** means the schedule of rates attached in Schedule 6.

**‘Scope of Services’** means the scope of the Services set out in Schedule 3.

**‘Services’** means the services identified as such in the Contract Specifics including:

- (a) any part of the services so identified and particularised;
- (b) any ancillary services; and
- (c) services required to be performed to deliver the Goods.

**‘Site’** has the meaning given in the Contract Specifics.

**‘Specification’** means the technical specification for the Goods attached in Schedule 2.

**‘Standards and Procedures’** means the documents listed in Schedule 4 and any other guidelines, rules, requirements or Site specific conditions which the Principal makes available to the Contractor from time to time.

**‘Start Date’** has the meaning given in the Contract Specifics.

**‘State of Emergency’** has the meaning given in Clause 24.

**‘Subcontractor’** means any person engaged by the Contractor in connection with the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors.

**‘Tax’** means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loans and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above, but does not include GST or stamp duty.

**‘Technical Material’** includes plans, designs, drawings, engineering information, data, specifications, reports, processes, concepts, manuals, specifications, accounts and any other material specified in this Contract.

**‘Tender’** means the offer submitted by the Contractor to supply the Goods and/or Services under this Contract and includes associated documentation.

**‘Term’** means the period of time between (and including) the Start Date and the End Date.

**‘Variable Quantities’** has the meaning given in Clause 16.

**‘Variation’** means any change to the Goods and/or Services, including any addition to, reduction in, omission from or change in the character, quantity or quality of the Goods and/or Services.

**‘Variation Form’** means a notice substantially in the form set out in Schedule 5 under which the Principal has directed a Variation in accordance with Clause 27.

**‘Wilful Misconduct’** means any act or failure to act which was a deliberate and wrongful act or omission, or involved reckless disregard or wanton indifference to the likely consequences, including an intentional breach of this Contract.

## **2 INTERPRETATION**

In this Contract (unless the context otherwise requires):

- (a) a reference to this Contract means this Contract as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) a reference to 'approved' or 'approval' will be deemed to mean 'approved in writing' or 'approval in writing';
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (h) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year;
- (i) headings are for convenience only and do not affect interpretation of this Contract;
- (j) a promise on the part of 2 or more persons binds them jointly and severally; and
- (k) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Contract or any part of it.

## **3 ORDER OF PRECEDENCE**

To the extent of any inconsistency between the several parts of this Contract, the following parts are listed in order of precedence:

- (a) this document;
- (b) in the case of the Goods, the Specification and, in the case of the Services, the Scope of Services;
- (c) any other schedules, attachments or annexures to this document; and
- (d) any Order.

## **4 SEVERABILITY**

Should any part of this Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; and
- (b) severed from this Contract to the extent of the invalidity or unenforceability, and the remainder of this Contract shall not be affected by such invalidity or unenforceability.

## **5 NOTICES**

- 5.1 Any notice or other communication under this Contract shall be in legible writing, in English and signed and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the recipient specified in this Contract or at such other address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified address;
- (b) facsimile transmission to the facsimile number of the recipient specified in this Contract or at such other number as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified number; or
- (c) email to the email address of the recipient specified in this Contract or at such other email address as may from time to time be notified in writing to the Party giving the notice by the intended recipient but in any event to the last notified email address.

5.2 Any notice or other communication to or by a Party is regarded as being given by the sender and received by the addressee:

- (a) if by delivery in person, when delivered to the address of the recipient;
- (b) if by post, 3 Business Days from and including the date of postage;
- (c) if by facsimile transmission, when a facsimile confirmation receipt is received indicating successful delivery; and
- (d) if sent by email, when a delivery confirmation report is received by the sender which records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time) it is regarded as received at 9.00am on the following Business Day.

5.3 In this Clause 5, reference to a recipient includes a reference to a recipient's officers, agents or employees.

5.4 A notice or other communication must not be given by electronic means of communication (other than facsimile and email as permitted in Clause 5.1).

5.5 A printed or copied signature will be sufficient for the purpose of sending any notice or other communication.

## **6 CONTRACTOR TO HAVE INFORMED ITSELF**

6.1 The Contractor shall be deemed to have:

- (a) examined carefully this Contract and any other information made available by the Principal to the Contractor in connection with the Tender or this Contract;
- (b) examined the Site and its surroundings (if applicable);
- (c) satisfied itself as to the correctness and sufficiency of its Tender and that the Contract Price covers the cost of complying with all its obligations under this Contract and of all matters and things necessary for the due and proper performance and completion of this Contract; and
- (d) obtained and properly examined all information (including information provided by or on behalf of the Principal) relevant to the risks, contingencies and other circumstances that may have had an effect on its Tender and which was provided or obtainable by the making of reasonable enquiries.

6.2 Failure by the Contractor to do all or any of the things it is deemed to have done under this Clause will not relieve the Contractor of its obligation to perform and complete this Contract in accordance with this Contract.

## **7 COMPLYING WITH LEGAL REQUIREMENTS**

7.1 The Contractor shall (at its own cost) comply with all Legal Requirements in any way affecting or applicable to the Goods and/or Services and/or the performance of this Contract.

7.2 Without limiting in any way the generality of the foregoing or Clause 8, the Contractor shall identify and duly and punctually observe, perform and comply with the provisions of any Legal Requirements for workplace safety and health, including but not limited to the *Occupational Safety and Health Act 1984* (WA) and all

improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.

- 7.3 If a Legal Requirement is at variance with a term of this Contract the Contractor shall notify the Principal in writing. If such Legal Requirement necessitates a change to the Goods and/or the Services and/or the way in which they must be provided, the Principal may direct the Contractor as to how the inconsistency must be addressed. Such inconsistency shall be at the Contractor's risk and the direction will not entitle the Contractor to any adjustment of the Contract Price or to make any other claim for relief.

## **8 SAFETY OBLIGATIONS**

- 8.1 The Contractor must perform all relevant functions and fulfil all relevant duties of an employer, occupier and all other obligations as a duty holder under all Legal Requirements applicable to workplace health and safety.
- 8.2 The Contractor must supply or arrange to be supplied all things necessary to ensure the Services are carried out and the Goods are provided in a manner that is safe and without risks to health.
- 8.3 The Contractor must ensure that the Services are performed and the Goods are provided in a manner that is safe and without risks to any person, including by ensuring that the Contractor's Personnel entering the Delivery Point perform in a safe manner.
- 8.4 The Contractor must:
- (a) as soon as practicable, but in any event, within 24 hours, notify the Principal of any accident, incident which is notifiable under any Legal Requirement, injury or property damage which:
    - (i) occurs during the provision of the Goods and/or Services; or
    - (ii) is associated with the Goods and/or Services; and
  - (b) provide the Principal with any further information when requested by the Principal.
- 8.5 In performing its obligations under this Contract, the Contractor must ensure the health, safety and welfare of the following people when they are on, or immediately adjacent to, the Principal's premises over which it has control:
- (a) the Principal and the Principal's Personnel;
  - (b) the Contractor's Personnel; and
  - (c) the public.
- 8.6 The Contractor must provide all assistance reasonably requested by the Principal in connection with any workplace health and safety investigation related to this Contract or the Goods and/or Services.
- 8.7 The Contractor must, at its cost, comply with any direction from the Principal to modify or stop any activity that the Principal considers breaches this Clause 8.
- 8.8 If the Principal observes or becomes aware of a condition that breaches this Clause 8, the Principal or the Principal's Representative may direct the Contractor to remove or, to the extent reasonably possible, mitigate the effect of that condition, and the Contractor must (at its cost) comply with that direction and modify the Contractor's method of work in order to avoid that condition arising.
- 8.9 The Contractor acknowledges and agrees that any direction given by the Principal or the Principal's Representative under Clause 8.7 or 8.8 does not relieve the Contractor from complying with its obligations under this Clause 8.

## **9 ASSIGNMENT AND SUBCONTRACTING**

9.1 The Contractor shall not:

- (a) assign this Contract, or any part thereof or any payment thereunder; or
- (b) subcontract the whole or any part of this Contract, without the Principal's prior written approval (not to be unreasonably withheld or delayed). The Principal's approval to assign or subcontract shall not relieve the Contractor from any liability or obligation under this Contract.

9.2 The Principal may, without the Contractor's consent, assign or novate this Contract or assign any payment or any other right, benefit or interest under this Contract to another local government.

## **10 CONTRACTOR'S PERSONNEL**

The Contractor must, and must ensure the Contractor's Personnel, comply with:

- (a) all directions given by the Principal's Representative or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to this Contract or the Goods and/or Services; and
- (b) the Standards and Procedures that are applicable to this Contract.

## **11 INDEMNITY**

11.1 The Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss and other liabilities of any kind arising directly or indirectly from:

- (a) any breach of any warranty or any of the other terms and conditions of this Contract by the Contractor or the Contractor's Personnel;
- (b) any Wilful Misconduct or a negligent act or omission of the Contractor or the Contractor's Personnel; and
- (c) any claim made by a third party against the Principal or the Principal's Personnel, to the extent that the claim arose out of the act or omission of the Contractor or the Contractor's Personnel, except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the Principal or the Principal's Personnel.

11.2 The Principal need not incur any cost or make any payment before enforcing any right of indemnity under this Clause 11.

## **12 INTELLECTUAL PROPERTY RIGHTS**

12.1 The Contractor warrants that the Goods and/or Services and any design, documents or methods of working provided by the Contractor do not infringe any Intellectual Property Right.

12.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right.

12.3 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the obligations under this Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

12.4 Except as otherwise provided in this Contract, ownership of Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Goods and/or Services and any documentation provided by the Contractor pursuant to this Contract vests in and shall remain vested in the Contractor.

12.5 Ownership of the Principal's Intellectual Property Rights (other than third party Intellectual Property Rights) vests in and shall remain vested in the Principal.

- 12.6 The Contractor grants to the Principal an irrevocable, perpetual, worldwide, royalty free and transferrable licence to use and reproduce all Intellectual Property Rights associated with the Goods and/or Services and any documentation provided pursuant to this Contract.

## **13 ORDERS**

- 13.1 If this Contract is a Framework Agreement, this Clause 13 applies:

- 13.2 The Principal:

- (a) may require the Contractor to provide Goods and/or Services from time to time by giving the Contractor an Order; and
- (b) may order requirements of any one type or item of the Goods and/or Services either in one single lot or instalments or in such quantities as may be required.

- 13.3 Within 5 Business Days after receipt of an Order the Contractor must give notice to the Principal if it:

- (a) disagrees with any of the information and/or requirements contained in the Order, and include in the notice details of the aspects in which it disagrees with the information and/or requirements; or
- (b) recommends any change to any of the information and/or requirements contained in the Order and include in the notice the Contractor's reasons for the recommendation.

- 13.4 If the Contractor:

- (a) gives notice under Clause 13.3, the Parties must attempt to agree on the information and requirements. Once the information and requirements have been agreed, the Principal must re-issue an Order containing the agreed information and requirements and the Contractor must perform its obligations under the Order in accordance with this Contract; or
- (b) does not give notice pursuant to Clause 13.3 the Contractor must perform its obligations under the Order in accordance with this Contract.

- 13.5 If, pursuant to a notice issued under Clause 13.3, the Parties cannot agree on the Contract Price or any other information or requirements for an Order, the Principal, acting reasonably (and having regard to the Schedule of Rates to the extent applicable), may determine:

- (a) the contract price applicable to that Order and such contract price will be deemed to be the Contract Price for that Order; and
- (b) the other information and requirements of the Order provided that such information and requirements fall within the scope of, and do not breach, the Framework Agreement.

- 13.6 The Principal is not obliged to issue Orders or otherwise purchase Goods and/or Services.

- 13.7 The Principal or the Principal's Representative may cancel any Order by providing written notice to the Contractor for any reason, but the Principal must pay for any part of the Goods delivered to the Delivery Point and any Services provided prior to the date the cancellation is notified to the Contractor.

## **14 QUALITY OF GOODS**

- 14.1 The Contractor must ensure that all Goods supplied under this Contract:

- (a) conform to the description specified in this Contract and to samples provided (if any) by the Principal;
- (b) where no standards are specified in this Contract, the Goods shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then with the appropriate and current standard of the International Standards Organisation;
- (c) are fit for their intended purpose;
- (d) are properly, safely and securely packaged and labelled for identification and safety; and
- (e) are new and of merchantable quality.



- 14.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must, at its cost, pursue any manufacturer's warranties on the Principal's behalf if the Principal so requests).

## 15 QUALITY OF SERVICES

- 15.1 The Contractor must ensure that:
- (a) the Services match the description of the Services in this Contract;
  - (b) if the Contractor provided the Principal with a demonstration of the Services or represented that a result could be achieved by the Services before the Principal entered into this Contract or issued an Order for any of those Services, the Services correspond in nature and quality with the Services demonstrated or the services that achieved result (as the case may be);
  - (c) the Services are fit for their intended purpose; and
  - (d) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Contract.
- 15.2 The Contractor warrants that the Contractor's Personnel engaged to perform the Services:
- (a) have all the necessary skills, training and qualifications (proof of which, along with an up-to-date resume, must be supplied to the Principal within 2 Business Days of request) to carry out the Services in accordance with this Contract; and
  - (b) are able to:
    - (i) perform the Services without the supervision of the Principal's Personnel; and
    - (ii) resolve any matters arising from the performance of the Services.

## 16 SUPPLY OF GOODS AND SERVICES

- 16.1 The Contractor must supply the Goods and/or Services to the Principal in accordance with this Contract during the Term.
- 16.2 The Contractor must obtain, at the Contractor's expense, any Approvals necessary for the supply of the Goods and/or Services to the Principal.
- 16.3 Where this Contract is for the supply of Goods by reference to:
- (a) **'Variable Quantities'**, the Principal shall not be required to purchase all or any Goods listed except such of the Goods as may be ordered by the Principal;
  - (b) **'Approximate Quantities'**, the quantities stated shall be regarded as an estimate only of the quantity which may be required. The Principal shall not be bound to purchase the exact nominated quantity of Goods, but the quantity ordered may vary within a margin not exceeding 25 percent above or below the nominated approximate quantity and any such variance shall not affect the unit price of the Goods; or
  - (c) **'Fixed Quantities'**, the Principal shall purchase the actual quantity shown.
- 16.4 Where this Contract does not specify whether the required quantities are Fixed Quantities, Approximate Quantities or Variable Quantities, the Parties agree that they shall be deemed to be Variable Quantities.
- 16.5 The Principal may order requirements of any one type or item of the Goods either in one single lot or instalments or in such quantities as may be required.
- 16.6 The Principal shall not be required to take or accept all or any of the Services listed except such of the Services as may be ordered by the Principal from time to time during the Term.
- 16.7 Where the quantity or value set out in Scope of Services is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under this Contract and the Principal shall not be required to take or accept said nominated approximate quantity or value of Services.

- 16.8 The Contractor acknowledges and agrees that the Principal may enter into arrangements or agreements with third parties for the purchase of goods or services the same as and/or similar to the Goods and/or Services.
- 16.9 If the Contractor:
- (a) delivers more Goods than the quantity specified in this Contract, the Principal may return any quantity of Goods provided by the Contractor in excess of that specified in this Contract to the Contractor at the Contractor's sole risk and expense; or
  - (b) performs more Services than the quantity specified in this Contract, the Principal is not liable to pay for the additional quantity.

## **17 PLANT AND EQUIPMENT**

- 17.1 The Contractor must provide (at its cost) all Plant and Equipment and labour necessary for the performance of the Contractor's obligations under this Contract.
- 17.2 The Contractor must ensure that all Plant and Equipment and any other items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with this Contract and all Legal Requirements, and are fit for their usual and intended purpose.

## **18 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME**

- 18.1 The Contractor shall deliver the Goods in full to the Delivery Points and perform the Services at the times stated in this Contract. In this respect time shall be of the essence of this Contract.
- 18.2 Subject to Clauses 18.3, 18.4 and 18.5 and if the Services are unlikely to be completed and/or that the Goods will not be delivered to the Delivery Point by the Completion Date the Contractor is entitled to an extension to the Completion Date if the delay is due to:
- (a) breach by the Principal of its obligations under this Contract;
  - (b) delay or disruption caused by the Principal or the Principal's Representative, but does not include any delay or disruption caused by the Principal or the Principal's Representative acting in accordance with this Contract;
  - (c) a Force Majeure Event occurring before the Completion Date;
  - (d) suspension of this Contract under Clause 28, other than suspension of this Contract for breach of this Contract by the Contractor or the Contractor's Personnel; or
  - (e) a Variation being granted under Clause 27.
- 18.3 The Contractor may only claim an extension to the Completion Date if the Contractor:
- (a) could not reasonably have been expected to foresee the delay at the date of signing this Contract;
  - (b) has taken all reasonable steps to mitigate the delay and the effect of the delay; and
  - (c) or the Contractor's Personnel, did not cause the delay, whether by breach of this Contract or otherwise.
- 18.4 The Contractor's claim for an extension to the Completion Date must:
- (a) be made within 10 Business Days (or any other period agreed in writing by the Parties) after the cause of delay has arisen; and
  - (b) include the facts on which the claim to the extension to the Completion Date is based.
- 18.5 If the Principal's Representative reasonably considers that:
- (a) the claim for an extension of time under Clause 18.4 relates to an event listed in Clause 18.2; and
  - (b) Clauses 18.3 and 18.4 have been satisfied,

the Principal must notify the Contractor within 10 Business Days of the claim for an extension of time under Clause 18.4 (or such other time agreed by the Parties) that an extension of time to the Completion Date is granted. The notice must include the period of extension granted by the Principal, which will be reasonable having regard to the nature of the event specified in Clause 18.2 (as determined by the Principal, acting reasonably).

- 18.6 The Principal may by written notice to the Contractor direct an extension of time to the Completion Date at:
- (a) any time that the Principal directs a Variation; or at any other time at the absolute discretion of the Principal, notwithstanding that the Contractor has not submitted, and/or is not entitled to submit, a claim for an extension to the Completion Date. The Contractor acknowledges that the mechanism in this Clause 18.6 is a discretionary right of the Principal which may be exercised by the Principal for the sole benefit of the Principal and does not:
  - (b) impose any obligations on the Principal;
  - (c) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
  - (d) in any way constitute a waiver or relaxation of any of the requirements under this Clause 18; or
  - (e) entitle the Contractor to claim any Loss of whatever nature arising out of, or in connection with, any extension of time granted by the Principal in accordance with this Clause 18.6.
- 18.7 If the Principal, considers (acting reasonably) that the Contractor is not entitled to an extension of time, the Principal's Representative must notify the Contractor within 10 Business Days (or any other period agreed in writing by the Parties) of receipt of the claim under Clause 18.4 that the Completion Date remains unchanged.
- 18.8 If the Contractor fails to comply with Clause 18.4 the Contractor will have no entitlement to an extension of time of the Completion Date.
- 18.9 If an extension of time is granted in accordance with this Clause 18, provided that those costs are not also reimbursable pursuant to Clauses 27 or 28, the Principal will reimburse the Contractor for any costs reasonably incurred and directly attributable to the delay, but without regard to overheads, profit or any other cost, loss, expense or damage.

## **19 LIQUIDATED DAMAGES**

- 19.1 Subject to Clauses 18, 27 and 28, if the Contractor does not perform the Services in full, and/or deliver the Goods in full to the Delivery Points by the Completion Date, the Contractor must pay to the Principal, Liquidated Damages for every day after the Completion Date to and including the earliest of:
- (a) the date the Services and/or Goods are actually performed or delivered in full to the Delivery Points; or
  - (b) termination of this Contract.
- 19.2 If an extension of time is granted in accordance with Clause 18.5 after the Contractor has paid or the Principal has set off the Liquidated Damages payable under Clause 19, the Principal shall repay to the Contractor such of those Liquidated Damages as represent the days the subject of the extension of time.
- 19.3 The payment of Liquidated Damages will not relieve the Contractor from its obligations to perform the Services in full and/or deliver the Goods in full to the Delivery Points or from any of its obligations and liabilities under this Contract.
- 19.4 Liquidated Damages shall become due upon the issue of a notice by the Principal setting out the amount of Liquidated Damages payable by the Contractor to the Principal.
- 19.5 The Principal may recover the amount of Liquidated Damages:
- (a) on demand from the Contractor; or
- by deducting such amount from any amount owed to the Contractor by the Principal, after the elapse of the Completion Date.

- 19.6 The Contractor acknowledges that all sums payable by the Contractor to the Principal pursuant to this Clause 19 represent the Principal's genuine pre-estimate of the damages likely to be suffered by it if the Services are not performed in full and/or the Goods are not delivered in full to the Delivery Points, by the Completion Date and such sums shall not be construed as a penalty.

## **20 INSPECTION AND INFORMATION**

- 20.1 The Contractor must keep the Principal fully informed on all aspects of the Goods and/or Services, and must supply on request:
- (a) progress reports on the performance of the Goods and/or Services and in such detail as will allow the Principal to ascertain whether such are in conformity with this Contract; and
  - (b) the Contractor's Technical Material, reports, data and a detailed supply program, relating to the Goods and/or Services.
- 20.2 Subject only to providing reasonable notice, the Principal may itself or through an agent:
- (a) review, inspect, examine and witness tests of, any Goods and/or Services, or the performance of any Goods and/or Services; and
  - (b) inspect any equipment used in measuring any Goods and/or Services at any time up to 12 months after the measurement of the Goods and/or Services occurs,
- at the Delivery Point, the Site, the Principal's premises, the Contractor's premises and/or at the premises of any Subcontractors, as the case may be, and the Contractor must ensure that the Principal is granted the necessary access required for them to review, inspect, examine or witness tests of the Goods and/or Services.
- 20.3 The Contractor must give the Principal 10 Business Days' notice (or such other period as the Parties agree) prior to the date the Goods and/or Services will be ready for delivery, inspection or testing.
- 20.4 Any review, inspection, examination or witnessing of testing by the Principal or their results does not relieve the Contractor of its responsibilities under this Contract.
- 20.5 If, as a result of any review, inspection, examination or witnessing of testing, the Principal is not satisfied that the Goods and/or Services will comply with this Contract and the Contractor is notified in writing of such dissatisfaction, the Contractor agrees to take such steps as are necessary to ensure compliance.

## **21 DELIVERY OBLIGATIONS**

The Contractor must, in delivering the Goods to the Delivery Point:

- (a) not interfere with the Principal's activities or the activities of any other person at the Delivery Point; and
- (b) leave the Delivery Point secure, clean, orderly and fit for immediate use having regard to the condition of the Delivery Point immediately prior to the delivery of Goods.

## **22 RECEIPT AND ACCEPTANCE OF GOODS AND SERVICES**

- 22.1 Delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal.
- 22.2 Acceptance of the Goods and/or Services occurs on the earlier of:
- (a) the Principal's Representative notifying the Contractor in writing that the Goods and/or Services have been accepted; or
  - (b) when after the lapse of 14 days after delivery of the Goods to the Delivery Points without the Principal notifying the Contractor in writing that the Goods have been rejected.
- 22.3 The risk of any damage, deterioration, theft or loss of the Goods after delivery but prior to Acceptance remains with the Contractor except where the damage, deterioration, theft or loss is caused by a negligent act or omission of the Principal or its agents or employees.

- 22.4 Where Goods are found to be Defective Goods, the Principal may reject any or all of the Defective Goods in accordance with Clause 23.

## **23 REJECTION AND REMOVAL OF DEFECTIVE GOODS OR DEFECTIVE SERVICES**

- 23.1 During the Defects Liability Period the Principal's Representative shall notify the Contractor in writing of the Defective Goods and/or Defective Services and may:
- (a) in the case of Defective Goods:
    - (i) direct that the Defective Goods be either replaced or rectified by the Contractor (at the Contractor's expense) within such reasonable time as the Principal's Representative may direct; or
    - (ii) elect to accept the Defective Goods whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of accepting those Goods; and/or
  - (b) in the case of Defective Services:
    - (i) reject the Defective Services, in which case the Contractor must re-perform the Services free of charge; or
    - (ii) make good or engage another contractor to make good the Defective Services whereupon the Contract Price shall be reduced by the extra costs the Principal incurs as a result of making good those Defective Services.
- 23.2 Should the Contractor fail to comply with a notice issued under Clause 23.1(a)(i) or 23.1(b)(i) within the time specified in that notice, the Principal shall be entitled to:
- (a) replace the Defective Goods or the Defective Services with goods/services (as applicable) of the same or similar quality;
  - (b) sell the Defective Goods; and/or
  - (c) have the Defective Goods redelivered at the Contractor's risk and expense to the Contractor's premises,
- and recover its costs losses and expenses of so doing from the Contractor.
- 23.3 Where the Contractor has made good any Defective Goods or Defective Service under this Clause 23, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services, from the date the Contractor made good the Defective Goods or Defective Services (as applicable).
- 23.4 The Principal shall not be responsible for the care or custody of any Defective Goods after the Contractor has been notified that they are defective.
- 23.5 Upon a refund of the price paid for the Defective Goods which had previously been Accepted, property in those Goods shall revert to the Contractor.
- 23.6 Without limiting Clause 11, any cost or expense incurred by the Principal in connection with the Defective Goods and/or the Defective Services under this Clause 23, shall be a debt due from the Contractor to the Principal.
- 23.7 Nothing in this Contract shall prejudice any other right which the Principal may have against the Contractor arising out of the failure by the Contractor to provide Goods and/or Services in accordance with this Contract.

## **24 FAILURE TO PROVIDE GOODS AND SUPPLY SERVICES**

Where a State of Emergency is declared under the *Emergency Management Act 2005* (WA) or where the Contractor is unable or fails (for whatever reason) to provide the Goods and/or Services in accordance with this Contract, the Principal may, for as long as determined by the Principal (acting reasonably) and without being liable in any way to the Contractor (including for that part of the Contract Price which relates to the relevant Goods and/or Services), obtain or acquire such goods and services as it requires from a third party.

## **25 PROPERTY AND RISK IN THE GOODS**

- 25.1 Risk in Goods will pass from the Contractor to the Principal on Acceptance of those Goods.
- 25.2 Upon payment for the Goods, property in the Goods shall pass to the Principal. Payment shall include credit by way of set off.
- 25.3 The Contractor warrants that:
- (a) it has complete ownership of the Goods free of any liens, charges and encumbrances and that it sells the Goods to the Principal on that basis; and
  - (b) the Principal will be entitled to clear title to and complete and quiet possession of the Goods upon payment for them.

## **26 REPRESENTATIVES**

- 26.1 Each Party must appoint a Representative who will be authorised to act on behalf of the relevant Party in relation to this Contract.
- 26.2 The Principal's Representative may exercise all of the Principal's rights and functions under this Contract (including giving directions), except in connection with terminating this Contract, or resolving a Dispute which is the subject of the Dispute resolution procedure in Clause 38 or in respect of any matter that the Principal's Representative does not have delegated authority to bind the Principal in respect of.
- 26.3 The Contractor's Representative is responsible for the quality, timeliness, cost and provision of the Goods and/or Services in accordance with this Contract. The Contractor is liable for all acts and omissions of the Contractor's Representative.

## **27 VARIATION**

- 27.1 A direction to the Contractor to perform a Variation may only be effected in accordance with this Clause 27.
- 27.2 If the Principal or the Principal's Representative requests the Contractor must prepare and submit a variation proposal addressing any proposed Variation ('**Variation Proposal**'). The Principal agrees to provide such further information as reasonably requested by the Contractor to enable the Contractor to prepare the Variation Proposal. The Contractor must submit the Variation Proposal to the Principal within 5 Business Days (or within such other period as the Parties agree) of the Principal's request for the proposal.
- 27.3 If a Variation requires the omission of Goods and/or Services, the Principal's Representative may have the omitted Goods and/or Services provided by others or not as the Principal sees fit.
- 27.4 The Variation Proposal must specify:
- (a) the effect the Contractor anticipates the proposed Variation will have on the Completion Date and the Contract Price (if any); and
  - (b) any other relevant matters that might assist the Principal to make a decision regarding the Variation Proposal.
- 27.5 Following receipt of the Variation Proposal by the Principal, subject to Clause 27.2, the Parties must seek to agree on the price for the Variation and the impact of the Variation on the relevant Completion Date.
- 27.6 The Principal or the Principal's Representative is not obliged to direct a Variation after receiving the Variation Proposal from the Contractor.
- 27.7 The Contractor acknowledges and agrees that, subject to Clause 27.10, the Principal or the Principal's Representative may direct the Contractor in accordance with Clause 27.13 to perform the Variation even if the Parties are unable to agree on the price for the Variation or the impact of the Variation on the relevant Completion Date.

- 27.8 The Contractor must not commence performing the proposed Variation unless and until the Principal or the Principal's Representative directs the Contractor in accordance with Clause 27.13.
- 27.9 If the Parties agree on the details in the Variation Form, the Principal will sign and issue the Variation Form and the Contractor will be entitled to be paid the agreed amount set out in the Variation Form once the Variation has been performed.
- 27.10 If the Parties are unable to agree on:
- (a) the price for the Variation within 10 Business Days after the date of receipt of the Variation Proposal from the Contractor, the Variation must be valued by the Principal's Representative as follows:
    - (i) if this Contract prescribes rates or prices to be applied in respect of the Goods and/or Services, those rates or prices must be used; or
    - (ii) if Clause 27.10(a)(i) does not apply, using reasonable rates or prices, having regard to all circumstances which the Principal's Representative (acting reasonably) considers to be relevant; and
  - (b) the impact of the Variation on the Completion Date,
- then the Principal's Representative must determine a reasonable impact and amend the relevant Completion Date by notice in writing to the Contractor.
- 27.11 A Variation does not invalidate this Contract.
- 27.12 The Contractor may request that the Principal direct a Variation and the Principal or the Principal's Representative may, in its absolute discretion, direct a Variation under this Clause 27 or elect not to direct a Variation.
- 27.13 A direction is not a Variation unless a Variation Form has been signed by the Principal.

## **28 SUSPENDING THIS CONTRACT**

- 28.1 The Principal or the Principal's Representative may, at any time and for any reason, suspend this Contract or any part of this Contract.
- 28.2 When the Contractor receives a written notice of suspension from the Principal or the Principal's Representative, the Contractor must suspend the performance of its obligations under this Contract until such time that the Principal or the Principal's Representative directs that this Contract is no longer suspended. At such time the Contractor must promptly recommence the performance of the Contractor's obligations under this Contract.
- 28.3 Where the suspension of this Contract is not a result of any default or action by the Contractor or the Contractor's Personnel, the Principal will reimburse the Contractor for the Contractor's verified reasonable additional costs incurred as a direct consequence of the suspension of this Contract. For the avoidance of doubt, such costs must not include Consequential Losses.
- 28.4 If the Principal or the Principal's Representative suspends this Contract or any part of it in accordance with Clause 28.1 (other than where such suspension is due to default or action by the Contractor or the Contractor's Personnel), the Completion Date and the End Date are extended by the period of that suspension.
- 28.5 The remedies set out in Clauses 28.3 and 28.4 are the Contractor's sole and exclusive remedy in respect of the Principal suspending this Contract.

## **29 WARRANTIES**

The Contractor shall obtain all warranties specified in this Contract including any warranties that are obtained by any Subcontractor, and shall ensure that the Principal will have the benefit of the said warranties.

## **30 VARIATION TO CONTRACT TERMS**

None of the terms of this Contract shall be varied, waived, discharged or released either under any Legal Requirement, except by the express written agreement of the Principal.

## **31 PRICE BASIS**

31.1 Unless otherwise stated in this Contract, the Contract Price shall be firm and not subject to rise and fall.

31.2 Unless otherwise provided in this Contract, the Contractor shall pay all packaging, freight, taxes, insurances, and other charges whatsoever, in connection with this Contract and the Goods and/or Services including delivery of Goods to the Delivery Point and the return of Goods wrongly supplied and all packaging.

31.3 On each Review Date, the Contractor shall be entitled to adjust the Contract Price for the Goods and /or Services in accordance with this Clause 31.3. Unless stated otherwise in Schedule 1, the Contract Price shall be reviewed and adjusted by the percentage movement as published in the Consumer Price Index since the last Review Date. The Contractor shall only be entitled to review the Contract Price for the Goods and/or Services on the Review Date and following such review the Contract Price shall be deemed to be fixed until the next Review Date.

## **32 INVOICING AND PAYMENT**

32.1 As soon as reasonably practicable following the end of each calendar month (or as otherwise agreed by the Parties), the Contractor must provide to the Principal a Progress Claim or if the Principal directs, an Invoice.

32.2 Upon approval of a Progress Claim by the Principal:

(a) if the Contractor has entered into an RCTI Agreement, the Principal will, generate a Recipient Created Tax Invoice. References to 'Invoice' in the remainder of this Clause 32 should be taken to include RCTI where applicable; or

(b) if the Contractor has not entered into an RCTI Agreement, the Contractor will submit an Invoice, in respect of the Goods and/or Services that are the subject of the approved Progress Claim.

32.3 A Progress Claim and any Invoice must include the details set out in the Contract Specifics.

32.4 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices that comply with Clause 32.3 within 20 Business Days (or such other period as the Principal's Representative and Contractor agree) of their generation or receipt (as the case may be), except where the Principal:

(a) is required by any Legal Requirement to pay within a shorter time frame, in which case the Principal must pay within that time frame;

(b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor; or

(c) disputes the Invoice, in which case:

(i) to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute; and

(ii) if the resolution of the Dispute determines that the Principal must pay an amount to the Contractor, the Principal must pay that amount upon resolution of that Dispute.

32.5 A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed (or any part thereof) were to the satisfaction of the Principal but will only be taken to be payment on account.

32.6 Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or avoid this Contract.



- 32.7 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price.

### **33 CONFIDENTIAL INFORMATION AND PUBLICITY**

- 33.1 The Contractor must not advertise, publish or release to the public:
- (a) the Confidential Information; or
  - (b) other information concerning the Goods and/or Services, or this Contract, without the prior written approval of the Principal.
- 33.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Principal:
- (a) use Confidential Information except as necessary for the purposes of fulfilling its obligations under this Contract; or
  - (b) disclose the Confidential Information:
    - (i) other than (to the extent they require the information to enable the Contractor to fulfil its obligations under this Contract) to the Contractor's legal advisors, accountants or auditors; or
    - (ii) where disclosure is required by Law (including disclosure to any stock exchange).
- 33.3 The rights and obligations under this Clause 33 continue after the End Date.

### **34 GOODS AND SERVICES TAX**

- 34.1 Any reference in this Clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 34.2 Unless expressly included, the consideration for any supply made under or in connection with this Contract does not include an amount on account of GST in respect of the supply ('**GST Exclusive Consideration**') except as provided under this Clause.
- 34.3 Any amount referred to in this Contract (other than an amount referred to in Clause 34.8) which is relevant in determining a payment to be made by one of the Parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- 34.4 To the extent that GST is payable in respect of any supply made by a Party ('**Supplier**') under or in connection with this Contract, the consideration to be provided under this Contract for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the relevant part of the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- 34.5 The recipient must pay the additional amount payable under Clause 34.4 to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- 34.6 The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under Clause 34.4 or at such other time as the Parties agree.
- 34.7 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Contract the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under Clause 34.5, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- 34.8 If one of the Parties to this Contract is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Contract, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the Party being

reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with Clause 34.4.

## **35 CONSEQUENTIAL LOSS**

In relation to Consequential Loss:

- (a) subject to Clauses 11 and 35(b) but notwithstanding any other Clause, neither Party will be liable to the other Party in any circumstances for any Consequential Loss, to the extent permitted by Law; and
- (b) Clause 35(a) does not exclude liability of the Contractor for Consequential Loss, if, but for Clause 35(a) the Contractor would have insurance cover for that Consequential Loss under an Insurance.

## **36 LIMITS ON LIABILITY**

- 36.1 The Contractor's liability to the Principal in respect of Loss under this Contract in the aggregate for all claims is limited to the Contractor Maximum Liability Amount.
- 36.2 To the extent that the Principal is liable to the Contractor under any Legal Requirement or under this Contract, the Principal's liability to the Contractor in respect of Loss under this Contract in the aggregate for all claims is limited to the Principal Maximum Liability Amount.
- 36.3 The limitation of liability in Clause 36.1 does not apply in respect of any fraud, deliberate default, gross negligence or Wilful Misconduct or any act or omission done or not done with a reckless disregard for the consequences by the Contractor, the Contractor's Personnel, or for any loss arising from any claim by a third party against the Principal arising out of any act or omission of the Contractor or the Contractor's Personnel.

## **37 FORCE MAJEURE EVENT**

- 37.1 A Party must give timely notice to the other Party of any Force Majeure Event that precludes the Party (whether partially or wholly) from complying with its obligations under this Contract ('**Affected Obligations**') and must either:
  - (a) to the extent practicable, specify in the notice the length of delay in the Completion Date that will result from the Force Majeure Event; or
  - (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Principal with periodic supplemental notices during the period over which the Force Majeure Event continues.
- 37.2 The Party's obligation to supply the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- 37.3 The Parties must use their reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay caused by any Force Majeure Event.
- 37.4 If a Force Majeure Event continues to affect the supply of the Goods and/or Services for a continuous period of 180 days, the Principal may terminate this Contract by serving written notice on the Contractor and neither Party has liability to the other except in respect of any event arising prior to the date of this Contract being terminated.

## **38 SETTLEMENT OF DISPUTES**

- 38.1 In the event of a Dispute either Party may deliver a written notice to the other Party that identifies the Dispute ('**Notice of Dispute**').
- 38.2 The Party that delivers the Notice of Dispute should also provide enough information about the Dispute for the other Party to reasonably understand the:
  - (a) alleged facts on which the claim is based;

- (b) legal basis on which the claim is made; and
  - (c) relief that is claimed.
- 38.3 Within 10 Business Days of a Notice of Dispute being delivered, the receiving Party must deliver a written response to the other Party stating:
  - (a) its position in relation to the Dispute; and
  - (b) the basis for its position.
- 38.4 Within 10 Business Days of receipt of the response referred to in Clause 38.3, the Parties agree to attempt in good faith to resolve through negotiation any Dispute arising under or in relation to this Contract.
- 38.5 If the Parties are unable to resolve the Dispute within the 10 Business Days of attempting in good faith negotiations in accordance with Clause 38.4, either Party may initiate proceedings in a court of competent jurisdiction.
- 38.6 Either Party may, with the agreement of the other Party, at any time, refer the Goods and/or Services (or any part thereof) to an appropriate independent expert, agreed to by the Parties, for examination and report as to their compliance with this Contract. The decision of the expert shall be final and binding upon both Parties, and the expense of such reference shall be paid by the unsuccessful Party.

## **39 TERMINATION OF CONTRACT**

- 39.1 If a Party breaches or repudiates this Contract, nothing in this Contract prejudices the right of the other Party to recover damages (including loss of bargain damages) or exercise any other right under this Contract or under any applicable Legal Requirement.
- 39.2 The Principal may, in its absolute discretion, and without being obliged to give any reasons, terminate this Contract at any time by giving not less than 5 Business Days written notice to the Contractor. The Principal shall pay to the Contractor:
  - (a) the amount due to the Contractor evidenced by all unpaid Invoices and approved Progress Claims; and
  - (b) the cost of materials and equipment reasonably ordered by the Contractor for the Goods and/or Services and which the Contractor is liable to accept, but only if they will become the Principal's property on payment,and shall have no further liability to the Contractor.
- 39.3 If the Contractor:
  - (a) subject to Clause 38, fails to duly and punctually observe, perform and comply with any term, condition or stipulation contained or implied in this Contract and such failure continues for a period of 14 days (or such other period as having regard to the circumstances the Principal may reasonably allow) after service on the Contractor of a written notice requiring the Contractor to observe, perform and comply with such term, condition or stipulation or otherwise to remedy the breach;
  - (b) (being a corporation) goes into liquidation (except for the purpose of reconstruction or amalgamation of which the Contractor has given the Principal 5 Business Days prior written notice of such reconstruction or amalgamation) or is otherwise dissolved or if a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Contractor is appointed or if the Contractor enters into any composition or scheme of arrangement with its creditors or if an inspector or like official is appointed to examine the affairs of the Contractor or the Contractor enters into voluntary or other external administration;
  - (c) (being a natural person) commits an act of bankruptcy or if an order is made for the sequestration in bankruptcy of the estate of the Contractor, or if the Contractor assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors;
  - (d) assigns or subcontracts this Contract or any part thereof without the prior written consent of the Principal;

- (e) or any Contractor's Personnel, are found guilty of any criminal act related to the Goods and/or Services that may bring the Principal into disrepute;
- (f) includes in its Tender any statement, representation, fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Contractor or not; or
- (g) or the Contractor's Personnel:
  - (i) cause a safety issue, condition or any risk to health in breach of this Contract; and
  - (ii) the Contractor, within 5 Business Days of a notice from the Principal advising the Contractor that it has caused a safety issue, condition or any risk to health in breach of this Contract, does not show cause to the Principal's satisfaction why the Principal should not end this Contract,

then the Principal may by notice in writing to the Contractor immediately terminate this Contract whether any Orders remain outstanding or not and thereafter the Principal may engage or contract with any person or corporation other than the Contractor to perform and complete this Contract.

- 39.4 The Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal in consequence of any of the matters referred to in Clause 39.3 and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered in court by the Principal.
- 39.5 When this Contract is terminated, the Contractor must promptly return to the Principal any of the Principal's property or documents which the Principal owns or in which the Principal has an interest.
- 39.6 The termination of this Contract does not affect:
  - (a) any rights of the Parties accrued before the End Date; and
  - (b) the rights and obligations of the Parties under this Contract which, expressly or by implication from its nature, are intended to continue after the End Date.

## **40 WAIVERS AND AMENDMENTS**

- 40.1 This Contract may only be amended, or its provisions waived, in writing by the Parties.
- 40.2 No forbearance, delay or indulgence by the Principal in enforcing the provisions of this 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.

## **41 ENTIRE AGREEMENT**

- 41.1 To the extent permitted by Law, this Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of this Contract.
- 41.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Principal in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of this Contract.

## **42 RIGHTS AND REMEDIES**

The Principal may exercise the rights herein conferred in addition to all or any other rights or remedies which the Principal shall or may be entitled to against the Contractor whether under a Legal Requirement or this Contract.

## **43 INSURANCE**

- 43.1 The Contractor must, at its own cost and expense, as a minimum procure and maintain the Insurances:
  - (a) on the terms and conditions set out in this Clause and otherwise on terms acceptable to the Principal; and

- (b) from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency and approved by the Principal which either:
    - (i) carry on business in Australia and are authorised by the Australian Prudential Regulation Authority; or
    - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia. Any limitations regarding this requirement must be notified and agreed to by the Principal.
- 43.2 The Principal must not unreasonably withhold or delay its approval of an insurer or the terms and conditions of the Insurance.
- 43.3 Without limiting Clause 43.1, the Contractor must:
  - (a) pay all premiums and all deductibles applicable to the Insurance when due; and
  - (b) promptly reinstate any Insurance required under this Clause 43 if it lapses or if cover is exhausted.
- 43.4 To the extent available at the times of placement and each renewal, each Insurance must:
  - (a) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
  - (b) except for compulsory statutory workers' compensation insurance, compulsory motor vehicle insurance and professional indemnity insurance, include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate policy of insurance covering each Party insured and a failure by any insured Party to observe and fulfil the terms and conditions will not affect any other Party;
  - (c) provide that where the Principal is not a named insured the insurer must waive rights of subrogation against the Principal;
  - (d) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
  - (e) provide, where the Principal is an insured under the Insurance, that any breach of the conditions of that Insurance by an insured other than the Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance; and
  - (f) state that it is governed by the Laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction in any dispute under the policy.
- 43.5 The effecting and maintaining of the Insurance by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under this Contract.
- 43.6 The Contractor must maintain *public and product liability insurance*. The public and product liability policy must:
  - (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
  - (b) be in the joint names of the Contractor and the Principal and the Principal's Personnel;
  - (c) be for an amount of not less than the amount set out in the Contract Specifics in respect of any one claim and not less than the amount set out in the Contract Specifics in the aggregate during any one 12 month period of insurance;
  - (d) cover the liability of the Contractor, the Contractor's Personnel and the Principal in respect of:
    - (i) loss of, damage to, or loss of use of, any real or personal property; and
    - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers compensation policy),

arising out of or in connection with the performance of this Contract (including the provision of the Goods and/or Services) by the Contractor; and

(e) be endorsed to cover:

- (i) the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Contract; and
- (ii) sudden and accidental pollution.

43.7 In addition to any *compulsory motor vehicle third party insurance* required to be taken out by the Contractor under any Legal Requirement, the Contractor must also maintain *vehicle and equipment insurance* for the Contractor's vehicles, registered plant and equipment used in connection with this Contract whether owned, hired or leased ('**Contractor's Vehicles**'). The vehicle and equipment liability policy must:

- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
- (b) cover against all loss and/or damage to the Contractor's Vehicles;
- (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's Vehicles;
- (d) be for an amount of not less than the market value of the plant and equipment, and otherwise for not less than the amount set out in the Contract Specifics for any one claim or occurrence and unlimited in the aggregate; and
- (e) other than compulsory motor vehicle third party insurance required by virtue of any Legal Requirement, to the extent available from the insurance market from time to time, be endorsed to contain a principal's indemnity extension in favour of the Principal.

43.8 The Contractor must insure against *liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor* including liability by statute and at common law. This insurance cover must:

- (a) come into effect on or before the Start Date and be maintained until the Insurance End Date;
- (b) to the extent permitted by any Legal Requirement, be extended to indemnify the Principal and Principal's Personnel for their statutory and common law liability to natural persons employed or engaged by the Contractor; and
- (c) be for not less than the amount set out in the Contract Specifics in respect of any one event.

43.9 The Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance.

43.10 The Contractor must give the Principal at least 20 Business Days prior notice of cancellation, non-renewal or a material alteration of the Insurance.

43.11 The Contractor must ensure that its Subcontractors are insured as required by this Clause 43, as appropriate (including as to amounts of insurance and type of insurance) given the nature of work to be performed by them, as if they were the Contractor.

43.12 The Contractor must, on or prior to the Start Date and otherwise when requested by the Principal, promptly satisfy the Principal that each Insurance it is required to procure and maintain under this Contract is current by providing to the Principal the terms and conditions (including schedules) of the Insurances, to demonstrate compliance with this Contract. Nothing in this Clause will fix the Principal with notice of the contents of any policy and must not be raised as a defence to any claim by the Principal against the Contractor.

43.13 If the Contractor fails to procure and maintain the Insurance in accordance with this Contract, the Principal may, but is not obliged to procure and maintain any such Insurance and the cost of doing so will be a debt due and immediately payable from the Contractor to the Principal.

43.14 Whenever a claim is made under any of the Insurance, the Contractor is liable for any excess or deductible payable as a consequence.

43.15 The Contractor must:

- (a) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with this Contract under any of the Insurances, except claims which the Principal may have against the Contractor; and
- (b) where relevant provide all such assistance to the Principal as may be required for the preparation and negotiation of insurance claims.

43.16 The Insurances are primary, and not secondary, to the indemnities referred to in this Contract. The Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under the indemnities referred to in this Contract. In addition, the Parties acknowledge that if a claim is made under an Insurance policy by the Principal, it is their intention that the insurer cannot require the Principal to exhaust any indemnities referred to in this Contract before the insurer considers or meets the relevant claim.

43.17 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to this Contract in accordance with AS/NZS 4360-2004 Risk Management.

## **44 INDUSTRIAL AWARDS**

44.1 With respect to all work done in Western Australia under this Contract, the Contractor shall observe, perform and comply in all material respects with all relevant industrial awards, industrial agreements and orders of courts or industrial tribunals applicable to the Services and this Contract.

44.2 Failure by the Contractor to comply with Clause 44.1 hereof shall entitle the Principal by notice in writing to the Contractor to immediately terminate this Contract, but without prejudice to any other rights or remedies of the Principal.

## **45 GOVERNING LAW**

This Contract and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by, construed and take effect in accordance with the Laws of the State of Western Australia and the Parties hereby irrevocably agree that the courts of the State of Western Australia will have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes).

## **46 PROPORTIONATE LIABILITY**

Each Party agrees that Part 1F of the *Civil Liability Act 2002* (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with:

- (a) this Contract; and
- (b) any of the Contractor's Subcontractors or the Subcontractor's personnel.

## **47 CONSTRUCTION CONTRACTS ACT**

47.1 The Contractor must promptly and without delay, give the Principal's Representative a copy of any written communication of whatever nature in relation to the Construction Contracts Act that the Contractor gives to the Principal or receives from a Subcontractor.

47.2 If the Principal's Representative becomes aware that a Subcontractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the Subcontractor such money that may be owing to the Subcontractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.

47.3 The Contractor must ensure that none of its subcontracts contain terms which are prohibited by the Construction Contracts Act.

## **48 PERSONAL PROPERTY SECURITIES ACT**

48.1 For the purposes of this Clause 48:

- (a) the '**Principal's Personal Property**' means all personal property the subject of a security interest granted under this Contract; and
- (b) words and phrases used in this Clause 48 that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

48.2 If the Principal determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Principal asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling the Principal to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Principal to exercise rights in connection with the security interest.

48.3 The Principal need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

48.4 The Contractor must notify the Principal as soon as the Contractor becomes aware of any of the following:

- (a) if any personal property which does not form part of the Principal's Personal Property becomes an accession to the Principal's Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession; or
- (b) if any of the Principal's Personal Property is located or situated outside Australia or, upon request by the Principal, of the present location or situation of any of the Principal's Personal property.

48.5 The Contractor must not:

- (a) create any security interest or lien over any of the Principal's Personal Property whatsoever (other than security interests granted in favour of the Principal);
- (b) sell, lease or dispose of its interest in the Principal's Personal Property;
- (c) give possession of the Principal's Personal Property to another person except where the Principal expressly authorises it to do so;
- (d) permit any of the Principal's Personal Property to become an accession to or commingled with any asset that is not part of the Goods; or
- (e) change its name without first giving the Principal 15 Business Days' notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.

48.6 Everything the Contractor is required to do under this Clause 48 is at the Contractor's expense.

48.7 Neither the Principal nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This Clause 48 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

## **49 APPLICATION OF THIS CONTRACT**

This Contract applies to the performance of the Contractor's obligations under this Contract whether performed before, on or after the Start Date.



## **50      RESTRUCTURE OF THE PRINCIPAL**

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined the Principal or the successors of the Principal under the restructure.

## Schedule 1 Contract Specifics

<b>Framework Agreement</b>	No
<b>Contract Price</b>	<b>Schedule of Rates</b> – A maximum aggregate amount of \$***, calculated at the rates specified in the Schedule of Rates.
<b>Principal's Representative</b>	<b>Manager of Works</b> Address: PO Box 221 CORRIGIN WA 6375 Telephone: 0429 632 203 Email: works@corrigin.wa.gov.au
<b>Contractor's Representative</b>	<b>Company Representative</b> Address: add address Telephone: add phone Facsimile: Email: add email
<b>Start Date</b>	From 1 July 2021. Actual start date to be determined in consultation with Manager of Works.
<b>End Date</b>	The earlier of: (a) 30 June 2022 plus option to extend contract by 1 year by mutual agreement; and (b) the date this Contract is terminated under Clause 39.
<b>Goods to be supplied</b>	The Goods are described in the Specification.
<b>Services to be provided</b>	The Services are described in the Scope of Services.
<b>Completion Date</b>	30 June 2021, plus option of 1 year extension by mutual agreement.
<b>Site</b>	Services are to be provided at the Contractor's workshop.
<b>Defects Liability Period</b>	12 -24 months
<b>Minimum level of Public Liability Insurance Cover required</b>	\$10,000,000 for one claim; and \$10,000,000 in the aggregate.
<b>Minimum level of Product Liability Insurance Cover required</b>	\$250,000 for one claim; and \$250,000 in the aggregate.
<b>Minimum level of Contractor's Vehicle Insurance Cover required</b>	\$250,000
<b>Minimum Employee Insurance Cover required</b>	Sufficient insurance to cover all employees of the contractor.
<b>Public and Product Liability Insurance End Date</b>	Three months from the date of delivery of the Goods or three months from the End Date, whichever is earlier.

<b>Contractor's Vehicles Insurance End Date</b>	Three months from the date of delivery of the Goods or three months from the End Date, whichever is earlier.
<b>Employee Insurance End Date</b>	Three months from the date of delivery of the Goods or three months from the End Date, whichever is earlier.
<b>Details required in Progress Claims and Invoices</b>	<b>Invoice of hours worked and parts costs.</b>
<b>Contract Price annual adjustment (other than CPI)</b>	as stated in Clause 31.3

## Schedule 2 Scope of Services

The work requires the servicing of the Shire of Corrigin's fleet of heavy plant and equipment such as trucks, trailers, graders and rollers on an hourly basis based on the following indicative plant list

Number	Item	Estimated Service Required
3	Graders depending on warranty	4 services per 12 months
3	Prime movers	3 services per 12 months
3	6 wheeler trucks	2 services per 12 months
5	Single axle trucks	3 services per 12 months
2	Large loaders	3 services per 12 months
4	Heavy rollers	2 services per 12 months
1	5.5 tonne excavator	3 services per 12 months
1	3.5 tonne skid steer	3 services per 12 months
2	Small John Deer tractor	2 services per 12 months
2	Tandem axle dolly	1 service per 12 months
5	Side tipper	2 services per 12 months
1	Tri axle float	1 service per 12 months
1	Tri axle tanker	1 service per 12 months
1	3 tonne forklift	1 service per 12 months
	Various small plant including mowers	As required

- *Table 1 Plant list and anticipated servicing*

Servicing in addition to the amounts specified in table 1 may be required.

The contractor will be responsible for all materials and equipment required to service the required machinery including:

- Mechanic,
- Workshop and hoist,
- Registration and licensing.

**Routine log book service** – scheduled service based on log book service hours. Hours in addition to standard log book hours only to be completed with prior permission of Manager of Works.

**Breakdown service-** price to include hourly rate to complete urgent work.

Breakdown repairs required to be assessed within 24 hours following notification by Manager of Works. Travel to site and/ or call out fee to be specified if applicable.

**Reporting-** the Contractor is to provide feedback and reports to the Manager of Works such as any addition repairs identified during routine servicing, deficiencies in daily maintenance by Shire of Corrigin employees and any future corrective action that is required.

**Genuine Parts-** Genuine parts are generally to be used. Non genuine part only to be used if authorised by Manager of Works. Only parts actually used on Shire of Corrigin plant and equipment at the time of servicing will be paid for on service invoice.

### Schedule 3 Schedule of Rates

Item	Rate Per Hour (ex GST)	GST Component	Rate Per Hour (inc GST)
Routine Servicing	\$	\$	\$
Breakdown Servicing	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Working week for these rates is Monday to Friday for 9 hours per day.

Item	Method of Pricing Eg cost, cost plus margin, set fee etc
Machinery and Plant Parts	Cost plus margin of %
Lubricants and oils	Cost plus margin of %
Call out fee if applicable	No additional charge
Travel	Labour rate only
Freight	Cost of freight added to non-stock items. See clause 31

## Executed as an agreement

### Principal

The common seal of  
**Shire of Corrigin**  
was hereunto affixed pursuant to a  
resolution of the Shire of Corrigin Council in the presence of:

*sign here ▶* \_\_\_\_\_  
Shire President

*print name* Cr Des Hickey

*sign here ▶* \_\_\_\_\_  
Chief Executive Officer

*print name* Natalie Manton

---

### Contractor

Signed by

**Add company name**

in accordance with section 127 of the *Corporations Act 2001* (Cth) by

*sign here ▶* \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

*sign here ▶* \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

---