



## Request for Tender

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<b>Request for Tender:</b>	<i>Provision of Medical Services to the Corrigin community.</i>
<b>Deadline:</b>	<i>Thursday 6 February 2020, at 3pm</i>
<b>Address for Delivery:</b>	<i>9 Lynch Street CORRIGIN WA 6375</i> <i>Please mark envelope RFT 1-2020</i> <i>Electronic mail, and facsimile tenders will not be accepted.</i>
<b>RFT Number:</b>	<i>RFT 1-2020</i>

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# 1 CONDITIONS OF TENDERING

## 1.1 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 – Respondent's Offer (complete and return this part).
- Appendix 1 Regional Price Policy
- Appendix 2 Medical Centre Photos
- Appendix 3 List of Equipment
- Appendix 4 Key Performance Indicators
- Appendix 5 Draft Contract

## 1.2 YOUR SUBMISSION

How to prepare your submission:

- a) Carefully read all parts of this document;
- b) Ensure you understand the requirements outlined in Part 2;
- c) Complete and return the Offer in Part 3 in all respects and include all attachments;
- d) Make sure you have signed the Offer Form and responded to all of the selection criteria; and
- e) Lodge your submission before the deadline.

## 1.3 CONTACT PERSON

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

Name:	Natalie Manton
Telephone:	(08) 90 632 203 0427 425 727
Email:	<a href="mailto:ceo@corrigin.wa.gov.au">ceo@corrigin.wa.gov.au</a>

## 1.4 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline of 3pm on Thursday 6 February 2020.

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 mailed to the Chief Executive Officer, Shire of Corrigin, PO Box 221 CORRIGIN WA 6375.

Electronic mail or facsimile Tenders will not be accepted.

Tenderers must ensure that they have provided two 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.

## **1.5 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, or by the method, specified in the Request for Tender; or
- c) it fails to comply with any other requirements of the Request for Tender.

## **1.6 ACCEPTANCE OF TENDERS**

The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

## **1.7 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 or be advised that no Tender was accepted.

## **1.8 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.

## **1.9 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 Conditions of Contract must, in all cases, be clearly marked "Alternative Tender".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

## **1.10 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.

## **1.11 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.

## 1.12 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;

Tenderers may be required to undertake to provide, to the Principal (or its nominated agent) upon request, all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract.

The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

## 1.13 EVALUATION PROCESS

This is a Request for Tender and will be evaluated using the 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 (e.g. completed Offer and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the selection criteria. Contract costs are evaluated (e.g. 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.

## 1.14 SELECTION CRITERIA

The Contract may be awarded to a Tenderer who best demonstrates the ability to provide quality services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

## 1.15 COMPLIANCE CRITERIA

The compliance criteria form part of the tender response 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.

## 1.16 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the Qualitative Criteria as detailed in the Tender Offer. Each criterion is weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative 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.

## 1.17 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 as shown in *Appendix 1 Regional Price Preference*.

## 1.18 PRICE BASIS

All prices for services offered under this Request are to be fixed for the term of the Contract, subject to annual CPI adjustments. Tendered prices must include Goods and Services Tax (GST).

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

## 1.19 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.

## **1.20 CANVASSING OF OFFICIALS**

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

## **1.21 IDENTITY OF THE TENDERER**

The identity of the Tenderer is fundamental to the Principal. The Tenderer will be the person, persons, corporation, or corporations named as the Tenderer within your Tender. Upon acceptance of the Tender, the Tenderer will become the Contractor.

## **1.22 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.

## **1.23 TENDER OPENING**

The Tender Opening will be held on or as soon as practicable after the advertised deadline at Shire of Corrigin Administration Office, 9 Lynch Street CORRIGIN WA 6375.

Tenders will be opened at the Shire of Corrigin Administration Office following the advertised deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

## **1.24 IN HOUSE TENDERS**

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



## 2 SPECIFICATION

### 2.1 BACKGROUND

The Shire of Corrigin is located 235km south east of Perth in the Central Wheatbelt region and is home to approximately 1,200 people. The main industries of this progressive farming community are cereal cropping and livestock production.

Corrigin is well serviced with health and medical facilities including a hospital, doctor, dentist and visiting allied health professionals. Several manufacturing businesses are located in Corrigin as well as supermarkets, cafes, a hardware store, hotel and other retail outlets.

The town has excellent recreation facilities including a recreation centre, indoor netball and squash courts, football and hockey field, 50 metre pool and indoor heated pool, tennis courts, golf course, bowling greens, parks and playgrounds. Families in the town are supported with a district high school and day care centre.

The Shire of Corrigin seeks suitably qualified and experienced individuals or organisations to provide a General Practitioner and associated medical services to the Corrigin community.

The Corrigin community is highly satisfied with the current General Practitioner service which operates from the Corrigin Medical Centre and services approximately 6,300 patients per annum.

### 2.2 SCOPE OF WORK

The Shire of Corrigin is offering a six year agreement with an initial term of three years and an option for a further three years in return for the provision of a General Practitioner and associated medical services to the Corrigin community.

The Shire of Corrigin has agreed to provide a standard package of benefits in order to:

- Remove disadvantages for private General Practitioners practicing in Corrigin
- Lower ongoing practice operating costs; and
- Support efficient and effective general practice business management.
- Ensure the ongoing financial viability of the Corrigin Medical Practice.
- Improve the potential for the Shire to recruit and retain a private General Practitioner.

The Shire of Corrigin will not have any involvement with the day to day operations of the service.

The Medical Services Provider will work with the existing General Practitioner from the Corrigin Medical Centre located on Murphy Street Corrigin.

A Contract for the Provision of Services will be negotiated with the successful Tenderer and will include an acknowledgement that the Shire of Corrigin expects high quality medical services to be delivered to the residents of the Shire of Corrigin at the best value for money.

The contractor must be registered under the *Health Practitioner Regulation National Law (WA) Act* to practice as a medical practitioner, or hold a provisional registration under the Act that permits the Medical Service Practitioner to provide the medical services and shall in the performance of its obligations under the Contract, at all times, duly perform and fulfil the requirements under any statutes of the Commonwealth of Australia, or of

the State of Western Australia, or any local laws, ordinances, or regulations of any authority constituted under such statutes.

The Medical Services Provider must, during the Term, provide the medical services to the reasonable satisfaction of the Principal and must:

- Provide all aspects of general practice services and management of the medical centres.
- Employ all clinical and administrative staff required to conduct the medical services including:  
Provide adequate supervision and employ and maintain during the whole term of the Contract, a sufficient number of trained and efficient staff necessary for the delivery of the provisions of the specification and scope of work.
- Provide a General Practitioner service for at least four days per week for a minimum 47 weeks per annum.
- Engage a locum General Practitioner during any period of leave of 14 days or more taken by the General Practitioner.
- Ensure that patient medical records remain the property of the Shire of Corrigin Medical Centre at the end of the contract.
- Kept the Corrigin Medical Centre free from dirt and rubbish, and all medical waste and other rubbish and refuse to be stored in appropriate receptacles.
- All reasonable precautions are to be taken to keep the Medical Centre free of rodents, vermin, insects, pests, birds and animals.
- All reasonable precautions are to be taken to prevent pollution or contamination at each of the Medical Centres.
- The Medical Service Provider shall have sufficient understanding of the English language and of relevant technical terminology to be able to read, converse and receive instructions in English.
- Ensure that all employees and cleaning staff do not smoke while in the Corrigin Medical Centre.
- Police clearance may be required if requested by the Principal.

The detailed requirements of the General Practitioner and associated medical services are outlined in *Appendix 2 – Draft Contract*.

Specific service requirements and key performance indicators will be required to be implemented as part of the final contract negotiations.

## **2.3 IMPLEMENTATION TIMETABLE**

Advertise Request for Tender – 13 January 2020

Request for Tender Closing Date - 6 February 2020

Item presented to Council at ordinary meeting – 18 February 2020

Execution of Contract for Provision of Medical Services – 28 February 2020

### 3 TENDERERS OFFER

#### 3.1 OFFER FORM

The Chief Executive Officer  
Shire of Corrigin  
9 Lynch Street  
CORRIGIN WA 6375

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**In response to Request for Tender (RFT) 1-2020 Provision of Medical Services to the Corrigin community.**

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 \_\_\_\_\_ 2020

Name of authorised signatory: \_\_\_\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Position: \_\_\_\_\_

## 3.2 SELECTION CRITERIA

### 3.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Compliance with the conditions of responding to the Request for Tender outlined in <b>Part 1</b> of this document.	Yes / No
b) Compliance with the Specification contained in <b>Part 2</b> of this document.	Yes / No
c) 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 the current ASC company extracts search including latest annual return or Annual Financial Report..</i>	Yes / No
iii) <i>Provide details of the organisation’s directors/company owners/ management committee or board members 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 operation.</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 provide details of the subcontractor(s) including; the name, address and the number of people employed; and the requirements that will be subcontracted.</i>	Yes / No
ix) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i>	
x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i>	Yes / No
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>	Yes / No
xii) <i>In order to demonstrate your financial ability to undertake this contract, include a list of financial referees from your and accountant?</i>	Yes / No
The insurance requirements for the Provision of Medical Services are outlined in Appendix 2 Draft Contract. The contractor will be required to supply Certificates of Currency for public liability and professional indemnity within 30 days of acceptance.	

## 3.3 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 response.
- Assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience.

- c) Provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Address each issue outlined within a qualitative criterion.

<p><b>A. Relevant Experience in Providing Medical Services in Rural Area.</b></p> <p>Tenderers must address the following information in an attachment and label it <b>Relevant Experience</b>:</p>	<p><b>Weighting</b></p> <p><b>30%</b></p>	
<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>Contact details of at least two referees.</i></li> </ul>	<p><b>Relevant Experience</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p><b>B. Key Personnel Skills and Experience</b></p> <p>Tenderers must address the following information in an attachment and label it <b>Key Personnel Skills and Experience</b>:</p>	<p><b>Weighting</b></p> <p><b>10%</b></p>	
<ul style="list-style-type: none"> <li>a) <i>The Tenderer's role in the performance of the Medical Services 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>	<p><b>Key Personnel</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

<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>10%</b>	
a) <i>Medical equipment and materials.</i> b) <i>Any contingency measures or backup of resources including personnel/locums (where applicable).</i> c) <i>Staff experience, availability, reliability and training in delivering health services.</i> d) <i>Other current commitments.</i>	<b>Tenderer's Resources</b>	<b>Tick if attached</b>  <input type="checkbox"/>
<b>D. Local Knowledge</b>  Tenderers must address the following information in an attachment and label it <b>Local Knowledge</b> :	<b>Weighting</b>  <b>20%</b>	
a) <i>Understanding of local Corrigin community health and medical issues.</i> b) <i>Understanding the requirements of delivering the general practitioner and associated medical services.</i>	<b>Local Knowledge</b>	<b>Tick if attached</b>  <input type="checkbox"/>
<b>E. Regional Price Preference</b>  A price preference of 10% (up to a maximum price reduction of \$50,000exc GST) 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"/>
<b>F. Price</b>  The Shire of Corrigin is looking to award the contract to experienced providers who will deliver high quality services at the best value for money. Tenderers should be mindful of this when submitting their response.  Two pricing options have been proposed and alternative proposals will be considered.  Tenderers must complete the Pricing Schedule below:	<b>Weighting</b>  <b>20%</b>	

	<b>Option 1 General Practitioner Medical Services and General Practice Support Service</b>	
<b>Activity</b>	<b>Description</b>	<b>Annual Cost exc GST</b>
<b>Management / Business Support Fee</b>	Fees for delivering the key performance measures including: <ul style="list-style-type: none"> <li>• Practice Management</li> <li>• Continuity of general practitioner and associated health services.</li> <li>• Human resource management</li> <li>• Accounting and book keeping</li> <li>• Information technology support and maintenance.</li> <li>• Clinical leadership</li> <li>• Monitoring, reporting and liaison with Shire of Corrigin and stakeholders.</li> </ul>	\$
<b>Corrigin Medical Centre Operating Costs</b>	Contribution to operating costs associated with the Corrigin Medical Centre <b>or</b> provision of any operating costs that are expected to be provided by the Shire of Corrigin and estimated value.	\$
<b>Medical Centre Furniture and Equipment</b>	Contribution towards cost of medical centre furniture and equipment <b>or</b> provision of any furniture and equipment that are expected to be provided by the Shire of Corrigin.	\$
<b>Housing</b>	Contribution towards housing for general practitioner <b>or</b> provision of housing by Shire of Corrigin. Contribution to housing operating expenses or that are expected to be provided by the Shire of Corrigin.	\$
<b>Vehicle</b>	Annual car allowance <b>or</b> provision of a vehicle.	
<b>Other</b>	Any other incentives or subsidy	\$
	<b>TOTAL ANNUAL COST</b>	\$

	<p align="center"><b>Option 2</b></p> <p align="center"><b>General Practice Support Service Provider</b></p> <p align="center"><b>General Practitioner Medical Services Provider</b></p> <p align="center"><b>priced separately</b></p> <p align="center"><i>ie Shire to contract directly with General Practitioner for the use of the Corrigin Medical Centre and other incentives and enter a separate contract with the Medical Support Service Provider for management and business support services.</i></p>	
	<b>General Practice Support Service Provider</b>	
<b>Activity</b>	<b>Description</b>	<b>Annual Cost exc GST</b>
<b>Management / Business Support Fee</b>	<p>Fees for delivering the key performance measures including:</p> <ul style="list-style-type: none"> <li>• Practice Management</li> <li>• Continuity of general practitioner and associated health services.</li> <li>• Human resource management</li> <li>• Accounting and book keeping</li> <li>• Information technology support and maintenance.</li> <li>• Clinical leadership</li> <li>• Monitoring, reporting and liaison with Shire of Corrigin and stakeholders.</li> </ul>	\$
	<b>TOTAL ANNUAL COST</b>	\$
	<b>General Practitioner Medical Services Provider</b>	
<b>Activity</b>	<b>Description</b>	<b>Annual Cost exc GST</b>
<b>Corrigin Medical Centre Operating Costs</b>	Contribution to operating costs associated with the Corrigin Medical Centre <b>or</b> provision of any operating costs that are expected to be provided by the Shire of Corrigin and estimated value.	
<b>Medical Centre Furniture and Equipment</b>	Contribution towards cost of medical centre furniture and equipment <b>or</b> provision of any furniture and equipment that are expected to be provided by the Shire of Corrigin.	
<b>Housing</b>	Contribution towards housing for general practitioner <b>or</b> provision of housing by Shire of Corrigin. Contribution to housing operating expenses or that are expected to be provided by the Shire of Corrigin.	
<b>Vehicle</b>	Annual car allowance <b>or</b> provision of a vehicle.	
<b>Other</b>	Any other incentives or subsidy	
	<b>TOTAL ANNUAL COST</b>	\$



	Alternative Proposal	
Activity	Description	Annual Cost exc GST
<b>Corrigin Medical Centre Operating Costs</b>	Contribution to operating costs associated with the Corrigin Medical Centre <b>or</b> provision of any operating costs that are expected to be provided by the Shire of Corrigin and estimated value.	
<b>Medical Centre Furniture and Equipment</b>	Contribution towards cost of medical centre furniture and equipment <b>or</b> provision of any furniture and equipment that are expected to be provided by the Shire of Corrigin.	
<b>Housing</b>	Contribution towards housing for general practitioner <b>or</b> provision of housing by Shire of Corrigin. Contribution to housing operating expenses or that are expected to be provided by the Shire of Corrigin.	
<b>Vehicle</b>	Annual car allowance <b>or</b> provision of a vehicle.	
<b>Other</b>	Any other incentives or subsidy	
	<b>TOTAL ANNUAL COST</b>	\$

## 4 APPENDICES

### APPENDIX 1 REGIONAL PRICE PREFERENCE POLICY

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<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>

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**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.

## APPENDIX 2 CORRIGIN MEDICAL CENTRE PHOTOS

















## APPENDIX 3 EQUIPMENT PROVIDED BY SHIRE OF CORRIGIN

The Shire of Corrigin will provide the following equipment to the Medical Services Provider subject to a revised stocktake:

### **Back Office**

1 x Portable Air-conditioner  
1 x 2 drawer filing cabinet  
1 x wooden table with shelf  
1 x Acer computer monitor  
1 x Logitech Web Cam  
1 x NEC Telephone  
1 x Dell computer with Monitor and keyboard  
3 x APC Battery power packs for computers  
2 x Grey Desks  
1 x paper waste bin  
1 x pink chair  
1 x office chair  
1 x fire proof safe  
2 x 3 draw filing cabinets  
2x 4 draw filing cabinets  
1 x Thompson stereo system  
1 x Brother MFC Fax Machine  
1 x Server computer  
1 x keyboard for server  
1 x Toshiba laptop  
1 x Cannon Printer  
5 x backup drives  
1 x Dray Tek wireless Modem  
1 x Telstra internet stick  
1x Electric Heater

### **Kitchen**

1 x Microwave  
1 x kettle  
1 x fridge/ freezer  
1x Vacuum Cleaner  
1x Mop Bucket  
1x mop  
1x Broom  
1x dustpan and brush  
Various cutlery and crockery

### **Reception**

1 x grey desk w/hutch  
1 x laminator  
1 x Kyocera Printer  
1 x Kodak Scan Mate Scanner  
1 x NEC Telephone  
1 x DELL Computer w/ keyboard  
1 x APC battery power pack for computer  
1 x Rexel Shredder  
1 x blue office chair  
1x Paper Waste bin

### **Phlebotomy Room**

1 x 2 Drawer trolley (Belongs to Clinipath)  
1 x Office Chair  
1 x Vaccine Fridge  
1 x Pedestal Fan  
1 x Centrifuge (Belongs to Clinipath)

1 x Phlebotomy Chair (Belongs to Clinipath)

### **Nurses Room**

1 x grey desk  
2 x blue reception chairs  
1 x blue Office Chair  
1 x NEC Telephone  
1 x Kyocera Printer  
1 x electronic blood pressure machine  
1 x finger pulse oximeter  
1 x 3 drawer chest on wheels  
1 x white desk  
1 x scales  
1 x 1 drawer trolley  
1 x Wooden table  
1 x digital thermometer  
1 x accu- check glucose machine  
1x mounted height measure  
1 x paper waste bin  
1x Kambrook electric Heater

### **Treatment Room**

1 x long cream desk  
1 x one drawer trolley  
1 x Electric bed  
1 x Welch-allyn light  
1x Green Chair  
1 x Lockable cabinet  
1x Big Grey Waste Bin

### **Waiting Area**

1 x Wire Stand (belongs to Pharmacy)  
4 x Adjustable height chairs  
1 x lge round table  
1 x Water cooler  
1 x Paper waste bin  
1 x Cup dispenser holder  
4 x Green chairs  
2 x Wooden coffee tables  
1 x child's table and 3 chairs  
Play equipment (blocks and puzzles)  
1x Wall leaflet holder  
1 x Box of books  
1 x Christmas tree  
3 x Busselton Canvas Pictures  
6 Cork pin-up boards  
1x large Metal pin up board  
1x Small Metal pin up board

### **Store Room**

1 x Black Office Chair  
1 x Magnifying light on stand  
1 2 light sliver stand  
1 Blood pressure machine on wheels  
1 x White shelf  
Consumable Stock

### **End Office**

1 x 3 drawer filing cabinet  
1 x Vaccine fridge

1 x Green Chair  
1 x Office Chair  
1 x NEC Telephone  
1 x Cream Desk  
1x Small green paper waste bin

**Doctors Room**

2 x Paper waste bin  
1x Cryo tank  
1x Cryo gun  
1x X-ray viewing box  
1 x 2 drawer filing cabinet  
1 x Kyocera Printer  
1x Grey desk with lockable drawers  
1x NEC Telephone  
1x DELL Computer w/keyboard  
1x APC power pack for computer  
1x Digital blood pressure machine  
1x Desk blood pressure machine  
1x Digital Thermometer  
1x Otoscope  
1x Eye chart  
2x Blue Chairs  
1x Bookshelf  
1x Scales  
1x Black trolley  
1x Bed with step  
1x Silver trolley  
1x Clinical Waste bin

1x Towel Dispenser  
2x Wet Floor signs

1x Woods light  
1x Foetal Doppler  
1x Towel dispenser  
1x Hand dispenser  
1x Baby Scales  
1x Oxygen bottle  
1x Sharps container (from Sterihealth)  
1x Clinical Waste bin (from Sterihealth)  
1x Paediatric Manual Disposable  
Resuscitator  
1x Adult Manual Disposable Resuscitator  
1x Tape Measure  
1x Patella Hammer  
1x Ishihara Colour Vision test book

**Old Toilet**

1x Wheelchair (Hospitals)  
1x Hand dispenser  
1x Towel dispenser

**New Toilet**

1x Small green paper waste bin  
1x Nappy changing table  
1x Hand dispenser  
1x Towel dispenser

**Laundry**

1x Hand dispenser

## APPENDIX 4 KEY PERFORMANCE INDICATORS

The Provider of Medical Services will be expected to deliver the following eight service outcomes

- Practice management
- Recruitment
- Human resource management
- Accounting and bookkeeping
- Information technology support and maintenance
- Clinical leadership
- Service coordination
- Corporate services

Outcome1:Practice Management	
Objective: Support general practices to operate efficiently and profitably	
Area of support	Description of Service
Administration	a) Provide advice on matters relating to the efficient management of the practice including; patient registers; patient recalls; appointment management; fees and charges; practice hours; data cleansing.
Government programs and incentives	b) Facilitate optimal access to Commonwealth Government schemes including Medicare incorporating the Practice Incentive and Service Incentive Programs and the GP Rural Incentive Program,  c) Facilitate optimal access to State and Federal Government schemes such, local hospital on call and fee for service payments and payments for participation in the Emergency Department roster at identified district hospitals,  d) Implement new government programs and changes as required.
Business and service planning	e) Support with business and service planning including analysis of data generated by clinical software.
Practice Accreditation	f) Support in gaining AGPAL/GPA accreditation and reaccreditation.

<b>Outcome 2: Recruitment</b>	
<b>Objective: Support Shires and general practices to ensure continuity of health service delivery through effective recruitment practices</b>	
Area of support	Description of Service
Doctor recruitment and placement	a) Oversee recruitment and placement of suitably qualified and experienced GPs, including advertising; assessment of applications; interviews, liaison with Shires and placement in practice. Doctors must be suitably qualified and experienced to provide services in WA Country Health Service hospitals.  b) Liaise with Shires regarding availability of housing, motor vehicle and clinical facilities for GPs.
International Medical Graduate recruitment and placement	c) Provide and/or facilitate mechanisms to enable the recruitment of IMGs to the Eastern Wheatbelt including; sponsorship, employment and supervision of clinical practice.
GP Registrars	d) Support general practice to achieve training practice accreditation and recruit GP registrars where required.
Locums	e) Support general practices to find locums for recreation and extended sick leave relief.
Other staff	f) Support general practice to recruit administration, nursing, allied health and other staff as required.
<b>Outcome 3: Human Resource Management</b>	
<b>Objective: Support general practices to implement effective and legally compliant human resource management</b>	
Area of support	Description of Service
Staff recruitment	a) Provide advice in relation to staffing levels, remuneration and contracts of employment  b) Support general practices in all aspects of staff recruitment including development/review of job descriptions; advertising; interviews and contracting.
Dispute resolution	c) Support general practices in the resolution of disputes between staff as required using contemporary standard process
External relationships	d) Support general practices in management of positive relationships with external bodies including: local government, WA Country Health Service and Medicare.

<b>Outcome 4: Accounting and Bookkeeping</b>	
<b>Objective: Provide efficient and effective financial services to general practices</b>	
Area of support	Description of Service
Computerised bookkeeping system	a) Support set up and maintenance of bookkeeping system.
Banking	b) Support practice staff or where required directly undertake bank and credit card reconciliations.
Accounts receivable and payable	c) Support practice staff or where required directly undertake accounts payable and receivable processes.
Financial reporting	d) Support practice staff or where required directly undertake the development of monthly and annual financial reports.
Business Activity Statements	e) Support practice staff or where required directly undertake the preparation of BAS at agreed intervals.
Payroll and superannuation	f) Support practice staff or where required directly undertake the management of payroll, ensuring compliance with employment contracts and superannuation regulations.
<b>Outcome 5: Information Technology (IT) Support and Maintenance</b>	
<b>Objective: Provide efficient and effective financial services to general practices</b>	
Area of support	Description of Service
Practice management software	a) Support practices to keep management software up to date. b) Support practices to ensure staff are trained to use software c) Ensure data back-ups are kept and tested regularly d) Ensure accurate records are kept.
e) Hardware Area of support	f) Support practices to ensure servers and personal computers are fully maintained, backed up and protected from viruses.
Staff support	g) Support practice staff with the efficient use of IT systems on a daily basis.
General IT administration and documentation	h) Reviewing and assisting with IT vendors (including ISP) contracts and relationships.
Strategy	i) Support practice to develop IT strategy and plan that is aligned to business goals.

<b>Outcome 6: Clinical Leadership</b>	
<b>Objective: Facilitate the delivery of safe and effective clinical care</b>	
Area of support	Description of Service
Clinical leadership	<ul style="list-style-type: none"> <li>a) Provide leadership on clinical matters to GPs and other health professionals where appropriate.</li> <li>b) Provide advice to Shire CEO on matters relating to clinical service delivery in Shire of Corrigin.</li> <li>c) Facilitate measures to prevent GPs becoming professionally and socially isolated.</li> <li>d) Ensuring clinical compliance including confirmation of currency of AHPRA registration and other compliance certification.</li> </ul>
<b>Outcome 7: Service Coordination</b>	
<b>Objective: Facilitate and coordinate services across Shires to ensure continuity of service provision</b>	
Area of support	Description of Service
Service coordination	<ul style="list-style-type: none"> <li>a) Ensure medical cover is available to Corrigin community for at least 47 weeks per annum,</li> <li>b) Facilitate the use of telehealth as a means of delivering general practice services to the Corrigin community and surrounding areas.</li> </ul>
<b>Outcome 8: Corporate Services</b>	
<b>Objective: Provide corporate service support to the Corrigin Shires</b>	
Area of support	Description of Service
Corporate services	<ul style="list-style-type: none"> <li>a) Liaise with Shire of Corrigin regarding issues affecting the delivery of services.</li> <li>b) Provide reports on patient numbers, weeks of service, and locum services on an annual basis.</li> <li>c) Gross revenue to be made available to Shire of Corrigin on request and prior to any negotiate of incentive or subsidy.</li> <li>d) Report Key Performance Indicators annually</li> <li>e) Monitor industry issues for impact on Corrigin Medical Services and report to Shire of Corrigin on significant issues</li> </ul>

## **APPENDIX 5 DRAFT CONTRACT**

Provided separately





# **GENERAL CONDITIONS OF CONTRACT**

**FOR THE SUPPLY OF GOODS AND THE  
PROVISION OF MEDICAL SERVICES TO CORRIGIN COMMUNITY**

**Shire of Corrigin**

**and**

***insert company name (insert ABN )***

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## DATE

## PARTIES

**Shire of Corrigin of PO Box 221 CORRIGIN WA 6375 ABN 99880773647 ('Principal');** and  
***Insert company of insert address and ABN ('Contractor')***

## BACKGROUND

- (a) The Principal wishes to engage the Contractor for the provision of Provision of Medical Services to the Corrigin community.
- (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
- (b) 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:

- (c) impose any obligations on the Principal;
- (d) to the maximum extent permitted by Law, give rise to any duty to act in good faith;
- (e) in any way constitute a waiver or relaxation of any of the requirements under this Clause 18; or
- (f) 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
  - (b) 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 quarter (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 30 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>Contract Price</b>	<b>Lump Sum - \$***** or</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>Chief Executive Officer – Natalie Manton</b> Address: PO Box 221 CORRIGIN WA 6375 Telephone: 0427 425 727 Email: ceo@corrigin.wa.gov.au
<b>Contractor's Representative</b>	<b><i>Insert representative details</i></b> Address: ***** Telephone: ***** Facsimile: *** Email: *****
<b>Start Date</b>	From 1 March 2020.
<b>End Date</b>	The earlier of: (a) 28 February 2023 first term with option to extend for a further 3 years to 28 February 2026; 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>	28 February 2026
<b>Site</b>	Services are to be provided at the Corrigin Medical Centre 5 Murphy Street CORRIGIN WA 6375
<b>Defects Liability Period</b>	12 months
<b>Minimum level of Public Liability Insurance Cover required</b>	\$20,000,000 for one claim; and \$20,000,000 in the aggregate.
<b>Minimum level of Product Liability Insurance Cover required</b>	\$20,000,000 for one claim; and \$200,000,000 in the aggregate.
<b>Minimum level of Contractor's Vehicle Insurance Cover required</b>	\$30,000,000 if vehicle is supplied by contractor
<b>Minimum Employee Insurance Cover required</b>	Sufficient insurance to cover all employees of the contractor including WA Workers Compensation
<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>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>	Quarterly invoice.
<b>Contract Price annual adjustment (other than CPI)</b>	as stated in Clause 31.3

## **Schedule 2 Scope of Services**

The Shire of Corrigin is offering a six year agreement with an initial term of three years and an option for a further three years in return for the provision of a general practitioner and associated medical services to the Corrigin community.

The Shire of Corrigin has agreed to provide a standard package of benefits in order to:

- Remove disadvantages for private general practitioners practicing in Corrigin
- Lower ongoing practice operating costs; and
- Support efficient and effective general practice business management.
- Ensure the ongoing financial viability of the Corrigin Medical Practice.
- Improve the potential for the Shire to recruit and retain a private general practitioner.

The Shire of Corrigin will not have any involvement with the day to day operations of the service.

The Medical Services Provider will work with the existing general practitioner from the Corrigin Medical Centre located on Murphy Street Corrigin.

A Contract for the Provision of Services will be negotiated with the successful Tenderer and will include an acknowledgement that the Shire of Corrigin expects high quality medical services to be delivered to the residents of the Shire of Corrigin at the best value for money.

Specific service requirements and key performance indicators will be required to be implemented as part of the final contract negotiations. The draft Key Performance Indicators and reporting requirements are included in Schedule 3 Key Performance Indicators.

### **Schedule 3 Medical Centre Equipment Provided by Shire of Corrigin**

The Shire of Corrigin will provide the following equipment to the Medical Services Provider subject to a revised stocktake:

#### **Back Office**

1 x Portable Air-conditioner  
1 x 2 drawer filing cabinet  
1 x wooden table with shelf  
1 x Acer computer monitor  
1 x Logitech Web Cam  
1 x NEC Telephone  
1 x Dell computer with Monitor and keyboard  
3 x APC Battery power packs for computers  
2 x Grey Desks  
1 x paper waste bin  
1 x pink chair  
1 x office chair  
1 x fire proof safe  
2 x 3 draw filing cabinets  
2x 4 draw filing cabinets  
1 x Thompson stereo system  
1 x Brother MFC Fax Machine  
1 x Server computer  
1 x keyboard for server  
1 x Toshiba laptop  
1 x Cannon Printer  
5 x backup drives  
1 x Dray Tek wireless Modem  
1 x Telstra internet stick  
1x Electric Heater

#### **Kitchen**

1 x Microwave  
1 x kettle  
1 x fridge/ freezer  
1x Vacuum Cleaner  
1x Mop Bucket  
1x mop  
1x Broom  
1x dustpan and brush  
Various cutlery and crockery

#### **Reception**

1 x grey desk w/hutch  
1 x laminator  
1 x Kyocera Printer  
1 x Kodak Scan Mate Scanner  
1 x NEC Telephone  
1 x DELL Computer w/ keyboard  
1 x APC battery power pack for computer  
1 x Rexel Shredder  
1 x blue office chair  
1x Paper Waste bin

#### **Phlebotomy Room**

1 x 2 Drawer trolley (Belongs to Clinipath)  
1 x Office Chair  
1 x Vaccine Fridge  
1 x Pedestal Fan  
1 x Centrifuge (Belongs to Clinipath)  
1 x Phlebotomy Chair (Belongs to Clinipath)

#### **Nurses Room**

1 x grey desk  
2 x blue reception chairs  
1 x blue Office Chair  
1 x NEC Telephone  
1 x Kyocera Printer  
1 x electronic blood pressure machine  
1 x finger pulse oximeter  
1 x 3 drawer chest on wheels  
1 x white desk  
1 x scales  
1 x 1 drawer trolley  
1 x Wooden table  
1 x digital thermometer  
1 x accu- check glucose machine  
1x mounted height measure  
1 x paper waste bin  
1x Kambrook electric Heater

#### **Treatment Room**

1 x long cream desk  
1 x one drawer trolley  
1 x Electric bed  
1 x Welch-allyn light  
1x Green Chair  
1 x Lockable cabinet  
1x Big Grey Waste Bin

#### **Waiting Area**

1 x Wire Stand (belongs to Pharmacy)  
4 x Adjustable height chairs  
1 x lge round table  
1 x Water cooler  
1 x Paper waste bin  
1 x Cup dispenser holder  
4 x Green chairs  
2 x Wooden coffee tables  
1 x child's table and 3 chairs  
Play equipment (blocks and puzzles)  
1x Wall leaflet holder  
1 x Box of books  
1 x Christmas tree  
3 x Busselton Canvas Pictures  
6 Cork pin-up boards



1x large Metal pin up board  
1x Small Metal pin up board

#### **Store Room**

1 x Black Office Chair  
1 x Magnifying light on stand  
1 2 light sliver stand  
1 Blood pressure machine on wheels  
1 x White shelf  
Consumable Stock

#### **End Office**

1 x 3 drawer filing cabinet  
1 x Vaccine fridge  
1 x Green Chair  
1 x Office Chair  
1 x NEC Telephone  
1 x Cream Desk  
1x Small green paper waste bin

#### **Doctors Room**

2 x Paper waste bin  
1x Cryo tank  
1x Cryo gun  
1x X-ray viewing box  
1 x 2 drawer filing cabinet  
1 x Kyocera Printer  
1x Grey desk with lockable drawers  
1x NEC Telephone  
1x DELL Computer w/keyboard  
1x APC power pack for computer  
1x Digital blood pressure machine  
1x Desk blood pressure machine  
1x Digital Thermometer  
1x Otoscope  
1x Eye chart  
2x Blue Chairs  
1x Bookshelf  
1x Scales  
1x Black trolley  
1x Bed with step  
1x Silver trolley  
1x Clinical Waste bin  
1x Woods light  
1x Foetal Doppler  
1x Towel dispenser  
1x Hand dispenser  
1x Baby Scales  
1x Oxygen bottle  
1x Sharps container (from Sterihealth)  
1x Clinical Waste bin (from Sterihealth)  
1x Paediatric Manual Disposable Resuscitator  
1x Adult Manual Disposable Resuscitator  
1x Tape Measure  
1x Patella Hammer  
1x Ishihara Colour Vision test book

#### **Old Toilet**

1x Wheelchair (Hospitals)  
1x Hand dispenser  
1x Towel dispenser

#### **New Toilet**

1x Small green paper waste bin  
1x Nappy changing table  
1x Hand dispenser  
1x Towel dispenser

#### **Laundry**

1x Hand dispenser  
1x Towel Dispenser  
2x Wet Floor signs

## Schedule 3 Price Schedule

Insert price schedule

## Schedule 4 Key Performance Indicators

The Provider of Medical Services will be expected to deliver the following eight service outcomes

- Practice management
- Recruitment
- Human resource management
- Accounting and bookkeeping
- Information technology support and maintenance
- Clinical leadership
- Service coordination
- Corporate services

Outcome1:Practice Management	
Objective: Support general practices to operate efficiently and profitably	
Area of support	Description of Service
Administration	a) Provide advice on matters relating to the efficient management of the practice including; patient registers; patient recalls; appointment management; fees and charges; practice hours; data cleansing.
Government programs and incentives	b) Facilitate optimal access to Commonwealth Government schemes including Medicare incorporating the Practice Incentive and Service Incentive Programs and the GP Rural Incentive Program, c) Facilitate optimal access to State and Federal Government schemes such, local hospital on call and fee for service payments and payments for participation in the Emergency Department roster at identified district hospitals, d) Implement new government programs and changes as required.
Business and service planning	e) Support with business and service planning including analysis of data generated by clinical software.
Practice Accreditation	f) Support in gaining AGPAL/GPA accreditation and reaccreditation.
Outcome 2: Recruitment	
Objective: Support Shires and general practices to ensure continuity of health service delivery through effective recruitment practices	
Area of support	Description of Service
Doctor recruitment and placement	a) Oversee recruitment and placement of suitably qualified and experienced GPs, including advertising; assessment of applications; interviews, liaison with Shires and placement in practice. Doctors must be suitably qualified and experienced to provide services in WA Country Health Service hospitals. b) Liaise with Shires regarding availability of housing, motor vehicle and clinical facilities for GPs.
International Medical Graduate recruitment and placement	c) Provide and/or facilitate mechanisms to enable the recruitment of IMGs to the Eastern Wheatbelt including; sponsorship, employment and supervision of clinical practice.
GP Registrars	d) Support general practice to achieve training practice accreditation and recruit GP registrars where required.
Locums	e) Support general practices to find locums for recreation and extended sick leave relief.
Other staff	f) Support general practice to recruit administration, nursing, allied health and other staff as required.

Outcome 3: Human Resource Management	
Objective: Support general practices to implement effective and legally compliant human resource management	
Area of support	Description of Service
Staff recruitment	a) Provide advice in relation to staffing levels, remuneration and contracts of employment  b) Support general practices in all aspects of staff recruitment including development/review of job descriptions; advertising; interviews and contracting.
Dispute resolution	c) Support general practices in the resolution of disputes between staff as required using contemporary standard process
External relationships	d) Support general practices in management of positive relationships with external bodies including: local government, WA Country Health Service and Medicare.
Outcome 4: Accounting and Bookkeeping	
Objective: Provide efficient and effective financial services to general practices	
Area of support	Description of Service
Computerised bookkeeping system	a) Support set up and maintenance of bookkeeping system.
Banking	b) Support practice staff or where required directly undertake bank and credit card reconciliations.
Accounts receivable and payable	c) Support practice staff or where required directly undertake accounts payable and receivable processes.
Financial reporting	d) Support practice staff or where required directly undertake the development of monthly and annual financial reports.
Business Activity Statements	e) Support practice staff or where required directly undertake the preparation of BAS at agreed intervals.
Payroll and superannuation	f) Support practice staff or where required directly undertake the management of payroll, ensuring compliance with employment contracts and superannuation regulations.
Outcome 5: Information Technology (IT) Support and Maintenance	
Objective: Provide efficient and effective financial services to general practices	
Area of support	Description of Service
Practice management software	a) Support practices to keep management software up to date. b) Support practices to ensure staff are trained to use software c) Ensure data back-ups are kept and tested regularly d) Ensure accurate records are kept.
e) Hardware Area of support	f) Support practices to ensure servers and personal computers are fully maintained, backed up and protected from viruses.
Staff support	g) Support practice staff with the efficient use of IT systems on a daily basis.
General IT administration and documentation	h) Reviewing and assisting with IT vendors (including ISP) contracts and relationships.
Strategy	i) Support practice to develop IT strategy and plan that is aligned to business goals.

<b>Outcome 6: Clinical Leadership</b>	
<b>Objective: Facilitate the delivery of safe and effective clinical care</b>	
Area of support	Description of Service
Clinical leadership	<ul style="list-style-type: none"> <li>a) Provide leadership on clinical matters to GPs and other health professionals where appropriate.</li> <li>b) Provide advice to Shire CEO on matters relating to clinical service delivery in Shire of Corrigin.</li> <li>c) Facilitate measures to prevent GPs becoming professionally and socially isolated.</li> <li>d) Ensuring clinical compliance including confirmation of currency of AHPRA registration and other compliance certification.</li> </ul>
<b>Outcome 7: Service Coordination</b>	
<b>Objective: Facilitate and coordinate services across Shires to ensure continuity of service provision</b>	
Area of support	Description of Service
Service coordination	<ul style="list-style-type: none"> <li>a) Ensure medical cover is available to Corrigin community for at least 47 weeks per annum,</li> <li>b) Facilitate the use of telehealth as a means of delivering general practice services to the Corrigin community and surrounding areas.</li> </ul>
<b>Outcome 8: Corporate Services</b>	
<b>Objective: Provide corporate service support to the Corrigin Shires</b>	
Area of support	Description of Service
Corporate services	<ul style="list-style-type: none"> <li>a) Liaise with Shire of Corrigin regarding issues affecting the delivery of services.</li> <li>b) Provide reports on patient numbers, weeks of service, and locum services on an annual basis.</li> <li>c) Gross revenue to be made available to Shire of Corrigin on request and prior to any negotiate of incentive or subsidy.</li> <li>d) Report Key Performance Indicators annually</li> <li>e) Monitor industry issues for impact on Corrigin Medical Services and report to Shire of Corrigin on significant issues</li> </ul>

## 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

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### Contractor

Signed by

**Medical Services Provider**

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

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

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

*sign here ►* \_\_\_\_\_  
Director

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

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