



Shire of
Serpentine
Jarrahdale

Invitation to Quote and Specification

Request for Quote Number	18/2022
Request for Quote Name	Mundijong Area F1 Precinct Structure Plan
Deadline	2.00pm (AWST) Tuesday 4 October 2022
Lodgment	procurement@sishire.wa.gov.au
Contract Duration	From date of award until 30 June 2024

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1 Conditions of Quoting

1.1 Definitions

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

Attachments:	The documents you attach as part of your Quote.
Contractor:	Means the person or persons, corporation or corporations whose Quote is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Quote as detailed on the front cover of this Request.
General Conditions of Contract:	Means the General Conditions of Contract for the [Supply of Goods and/or Provision of Services] provided or nominated in Part 2.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Serpentine Jarrahdale
Request for Quote:	This document.
Requirement:	The Goods and/or Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Quote.
Special Conditions:	The additional contractual terms.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Quote:	Completed Offer form, Response to the Selection Criteria and Attachments.
Company:	Someone who has or intends to submit an Offer to the Principal.

1.2 Quote Documents

This Request for Quote is comprised of the following parts:

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

Part 2 – Specification and/or plans/drawings (**read and keep this part**)

Part 3 – General Conditions of Contract (**read and keep this part**)

Part 4 – Special Conditions of Contract (**read and keep this part**)

Part 5 – Company Offer (**complete and return this part**)

Part 6 – Goods and Services Member Contract (**for reference only**)

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1.2.1 Reference Documents

- a) Electronic Transactions Act 2003 (WA);
- b) Code of Practice of the W.A Building and Construction Industry;
- c) Freedom of Information Act 1992;
- d) Public Interest Disclosure Act 2003;
- e) State Records Act 2000;
- f) Shire of Serpentine Jarrahdale Occupational Safety & Health Manual;
- g) Occupational Safety and Health Act 1984 (State);
- h) Occupational Safety and Health Regulations 1996 (State);
- i) Workers Compensation and Rehabilitation Act 1981 (State);
- j) Work Safe WA Regulations.

1.3 How to Prepare Your Quote

1. Carefully read all parts of this document;
2. Ensure you understand the Requirements;
3. Complete and return the Offer (Part 5) in all respects and include all Attachments;
4. Make sure you have responded to all of the Selection Criteria; and
5. Lodge your Quote before the Deadline.

1.4 RFQ Enquiries

All questions must reach the Shire of Serpentine Jarrahdale at least 3 working days prior to the Close of Quotes otherwise they will not be answered. **Please ask these questions through procurement@sjshire.wa.gov.au**

The Principal will not respond to verbal requests and will not provide prospective Companies with verbal responses.

1.5 Quote Briefing/Site Inspection

Not required.



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1.6 Lodgement of Quotes and Delivery Method

The quote must be submitted by the Deadline. The Deadline for this Request is 2.00pm (AWST) Tuesday 4 October 2023

Quotes are to be submitted electronically by utilising procurement@sjshire.wa.gov.au

Companies must ensure that all electronic submission files are clearly named with the:

“Principal’s Quote Number (i.e. RFQ **18/2022**) and Company Name”.

The Principal’s preferred format for the Quote documents are to be submitted as supplied. If the Shire supplies a word document, then you must supply a word document. If the Shire supplies an Excel spreadsheet then you must supply an Excel spreadsheet. When uploading your documents into eQuotes, the documents must be as nominated in the Company Offer see part 5.0. Company Offer Documentation.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

All pages must be numbered consecutively, and the Quote must include an index.

1.6.1 Multiple Lodgements

Where Companies lodge more than one (1) submission for an RFQ, the RFQ documents and electronic files shall be clearly labelled and named to identify whether the submission:

- a) Supersedes a previously lodged quote;
- b) Is an alternative; or
- c) Is additional to a previously lodged quote.

1.6.2 Signatures

Signatures are not required on quotes lodged electronically and submissions will be treated in accordance with the *Electronic Transactions Act 2003 (WA)*.

However, Companies have the option of using an electronic signature or including a scanned, signed copy of the Offer Form (Clause 5) as part of their electronic submission.

1.7 Rejection of Quotes

A Quote will be rejected without consideration of its merits in the event that:

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) Any quotes received that are not in the correct format as requested will be given 24 hours to resubmit, as long as the detail contained in the quote documents has not changed.



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1.8 Acceptance of Quotes

Unless otherwise stated in this Request, Quotes may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part.

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

1.9 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 Companies will be given particulars of the successful company(s) or be advised that no Quote(s) were accepted.

1.10 Quote Validity Period

All Quotes 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 Quote, whichever is the later unless extended on mutual agreement between the Principal and the Company in writing.

1.11 Precedence of Documents

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

1.12 Alternative Quotes

All Alternative Quotes must be accompanied by a conforming Quote.

Quotes submitted as Alternative Quotes or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "Alternative Quote".

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

Any printed "General Conditions of Contract" shown on the reverse of a Company letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Quote is marked as an Alternative Quote.

1.13 Companies to Inform Themselves

Companies will be deemed to have:

- a) examined the Request and any other information available in writing to the Company for the purpose of quoting;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their quote which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Quotes including quoted prices which will be deemed to cover the cost of complying with all the Conditions of Quoting 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 Company and that negotiations are to be carried out in good faith; and



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- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.14 Alterations

The Company must not alter or add to the Request documents unless required by the Conditions of Quoting.

The Principal will issue an addendum to all registered Companies where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

1.15 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 Company;

so as to assess that Quote and may consider such materials as tools in the Quote assessment process.

Companies 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 Companies 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 Companies and will be treated as strictly confidential.

1.16 Evaluation Process

This is a Request for Quote. Your Quote will be evaluated using information provided in your Quote.

The following evaluation methodology will be used in respect of this Request:

- a) Quotes are checked for completeness and compliance. Quotes that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.
- b) Quotes are assessed against the Selection Criteria. Contract costs are evaluated (e.g. quoted prices) and other relevant whole of life costs are considered.
- c) The most suitable Companies may be short listed and may also be required to clarify their Quotes, 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 Company.

A Contract may then be awarded to the Company whose Quote is considered the most advantageous Quote to the Principal.

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1.17 Selection Criteria

The Contract will be awarded to a sole Respondent who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with compliance and qualitative 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 quote containing the lowest price will not necessarily be accepted, nor will the quote 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 Quote that provides all the information requested will be assessed as satisfactory. The extent to which a Quote demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Quote 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.

1.18 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Quote will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met.

1.19 Qualitative Criteria

In determining the most advantageous Quote, the Evaluation Panel will score each Company against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Companies 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 will result in elimination from the quote evaluation process or a low score.

1.20 Value Considerations

1.20.1 Non-Weighted Price Criteria

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Company to complete the Requirements and a number of factors will be considered including:

- a) The qualitative ranking of each Company;
- b) The pricing submitted by each Company;

Once the quotes have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Quote, in order to determine the Quote which is most advantageous to the Principal.

The Quoted price will be considered along with related factors affecting the total cost to the Principal (e.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome).

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1.21 Price Basis

1.21.1 Fixed Prices

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

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

1.22 Ownership of Quotes

All documents, materials, articles and information submitted by the Company as part of, or in support of, the Quotes will become upon submission the absolute property of the Principal and will not be returned to the Company at the conclusion of the Quote process PROVIDED that the Company be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.23 Canvassing of Officials

If the Company, whether personally or by an agent, canvasses any of the Principal's or Councillors or Officers (as the case may be) with a view to influencing the acceptance of any Quote made by it or any other Company, then regardless of such canvassing having any influence on the acceptance of such Quote, the Principal may at its absolute discretion omit the Company from consideration.

1.24 Identity of the Company

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

1.25 Costs of Quoting

The Principal will not be liable for payment to the Company for any costs, losses or expenses incurred by the Company in preparing their Offer.

1.26 Quote Opening

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

Should you wish to be present at the opening of the Quote please email procurement@sjshire.wa.gov.au

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

1.27 In House Quotes

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



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1.28 The Principal's Policies That May Affect Selection

None.

1.29 Shire of Serpentine Jarrahdale – Statement of Business Ethics

The Statement of Business Ethics provides guidance for all sectors of the community when conducting business with the Shire of Serpentine Jarrahdale. It outlines the Shire's ethical standards and our expectation that goods and service providers will comply with these standards in all their dealings with the Shire. This Statement also outlines what goods and service providers can expect of the Shire

A copy of the Shire's Statement of Business Ethics can be obtained on request or can be accessed on the Shire's website by clicking [here](#).

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2 Specification

2.1 Contract Requirements in Brief

The Principal is seeking to appoint a suitably qualified consultant/s for the completion of the Mundijong Area F1 Precinct Structure Plan project. This is the Shire's first Precinct Structure Plan, as defined under the Deemed Provisions to mean:

a plan for the coordination of future subdivision, zoning and development of an area of land;

The attached detailed Project Brief sets out the full scope of requirements; project outputs; and all relevant information relating to the project itself. It also sets out the selection criteria that will be used to assess the proposals received.

The project up to and including approval by the WAPC needs to be completed by 30 June 2024. A further key deliverable is having the Draft Precinct Structure Plan prepared for Council consideration to endorse it for community consultation, by June 2023.

The Contractor will be required to provide all travel, equipment, salaries, sub-contractors, computer software and hardware, printing, typing, telephone, report preparation, accommodation, communications, advertising and presentation material and anything else necessary to carry out the services required under the proposed Contract.

2.2 Background

At the Ordinary Council Meeting held on 16 November 2020, Council adopted the 2020 Mundijong District Structure Plan and the associated Scheme Amendment 209, which provides the district coordination for future local and precinct-based structure plans, shaping future subdivision, zoning and development. The Western Australian Planning Commission (WAPC) is at the final stages of consideration of both documents.

The District Structure Plan provides for Structure Plans to be prepared for the specified areas, with Standard Structure Plans across the majority of the area but also a Precinct Structure Plan for Area F1. Area F1 forms part of overall Area F, which is bound by Paterson Street in the east, Keirnan Street to the north, Adonis Street and Taylor Road to the west, and Mundijong Road to the south. The overall Area F has various planning challenges regarding the preparation of a Structure Plan, most notably the highly fragmented land ownership, and the need for a Precinct Structure Plan in Area F1 versus a Standard Structure Plan outside of that area.

Given this reality, the 2020 Mundijong District Structure Plan identifies Area F being divided into sub-areas which should form the basis of Structure Plans.

Area F1 is the most fragmented but strategically significant area, incorporating the Civic and Governance District Centre, and strategic centre heart of the Shire. As provided under the District Structure Plan:

“The Mundijong District Centre is planned to perform its role as the Shire’s ‘Civic and Governance Precinct’ centred around the existing urban core on Paterson Street. In a retail sense, the Mundijong District Centre will also continue its role as a neighbourhood centre. It has been classified as a District Centre due to the range of uses provided and significant role the Centre plays in the context of the Shire. In the long-term, Mundijong District Centre also has capacity to expand its retail function and become a TOD, however, this is dependent on the outcomes of METRONET.”

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Area F1 plays an important role in the future delivery of a true strategic centre, which has every opportunity to evolve beyond a district centre potential given:

- the rate of forecast growth and demand;
- the location along Mundijong Road, which will connect the three key transport corridors of South West Highway, future Tonkin Highway and Kwinana Freeway;
- the location for a future Mundijong Metronet station and associated infrastructure;
- the interchange with train connections to the south of Perth and southwest region of Western Australia.

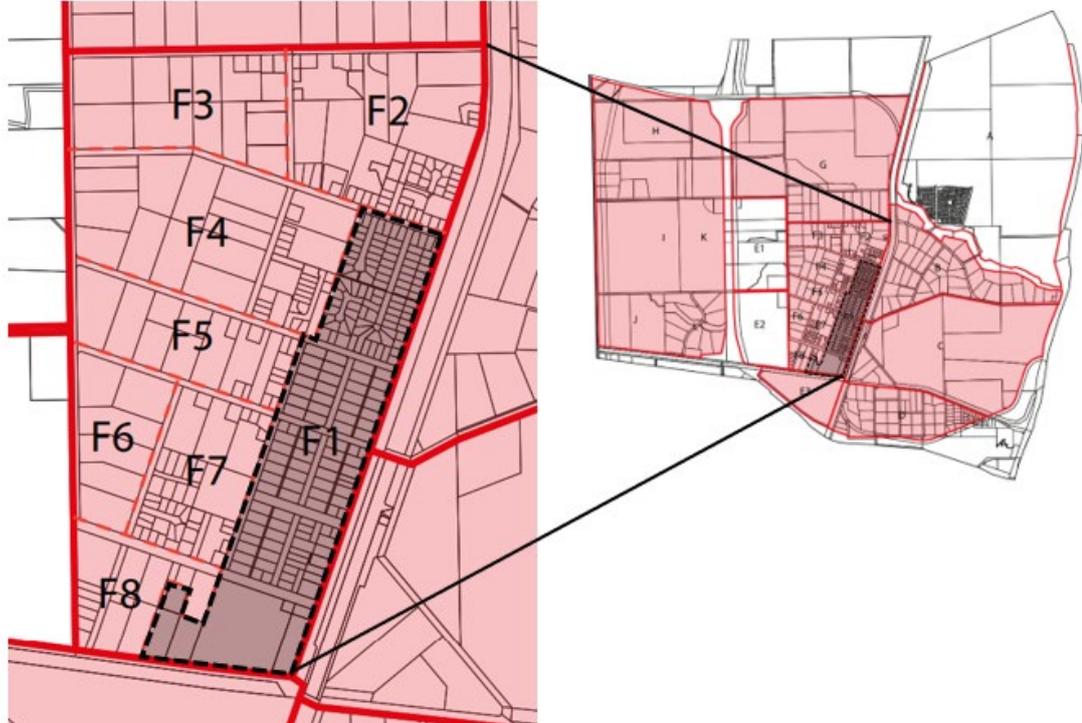
The purpose of this project is therefore to undertake a Precinct Structure Plan for Area F1 of the Mundijong District Structure Plan area. The broad objectives of the project are:

1. To undertake all necessary studies and components of work in order to formulate the Draft Precinct Structure Plan for Area F1 of the Mundijong District Structure Plan area.
2. As part of formulation of the Draft Precinct Structure Plan, ensure comprehensive stakeholder and landowner engagement occurs, prior to the Draft Precinct Structure Plan being presented to Council for consideration to accept such for advertising in accordance with the process of the Deemed Provisions of the Scheme (this deadline is due by June 2023);
3. To assist officers of the Shire, as required, to undertake the advertising process of the Draft Precinct Structure Plan, including suitable methods of advertising to obtain community feedback;
4. To assist officers of the Shire, as required, to undertake assessment of submissions received, and consider any modifications as may be necessary to recommend to Council, as part of final consideration of the Draft Precinct Structure Plan (due by June 2024);
5. As a result of the WAPC decision, undertake any required modifications or further studies or information, to effect final approval of the Precinct Structure Plan.

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2.2.1 Site

The site is Mundijong Area F1 as identified in the below plan:



2.2.2 Components

The Mundijong Area F1 Precinct Structure Plan should be generally consistent with the planning framework established by the 2020 Mundijong District Structure Plan. Mundijong Area F1 currently includes the following components, which are a starting point for a Precinct Structure Plan to be prepared:

Centre	Mundijong Civic and District Centre
Catchment	Entire Mundijong District Structure Plan area and suburbs such as Mardella and Jarrahdale.
Anchor	+ x1 full line supermarket + x30 specialty retail tenancies
Total Retail Size	+ 6,500 m ² - 3,500 (supermarket) - 3,000 (speciality)
Configuration	Hybrid centre incorporating Main street and free standing mall
Commercial	2,000 m ²
Community	5,000 m ² (Shire Administration and community uses)
Timing	Long-term (+10 years)

As part of the Draft Precinct Structure Plan process, it is intended that further retail sustainability analysis take place, based upon forecast growth and demand that is expected for the overall District Structure Plan area. The Shire is interested in whether current centre size should be increased to accommodate the forecast demand and whether this centre should be considered beyond a district level (potentially to become a secondary or subregional centre). As an early component of work, this is important to inform the planning assumptions to underpin the Draft Precinct Structure Plan.

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2.2.3 Reference Documents

The following documents will be provided to submitters as part of the brief on request.

- 2020 Mundijong District Structure Plan
- July 2022 Council report associated with the West Mundijong Urban Concept Proposal, with particular reference to the Mundijong Area F1 centre considerations;
- Scheme Amendment 209 - Mundijong Development Contribution Scheme and Plan

2.3 Scope of Requirements

The consultant shall be suitably qualified to undertake the Mundijong Area F1 Precinct Structure Plan. The project is to comprise the following stages:

Stage 1 – Formulation of a Draft Precinct Structure Plan

- This stage will involve the preparation of the following documents:
 - Retain Sustainability Assessment to establish centre hierarchy and floorspace mix based upon ultimate growth scenarios;
 - Draft Precinct Structure Plan which meets the requirements of the Deemed Provisions and WAPC;
 - Local Water Management Strategy;
 - Transport Impact Assessment;
 - Bushfire Management Plan;
 - Servicing Report;
 - Environmental Assessment;
 - Staging Plan;
 - Crown Land Rationalisation Strategy;
- This formulation process is to include appropriate engagement with stakeholders and landowners, as well as consideration for how the Shire can promote strategic opportunities associated with Crown land development as currently comprised within the southern part of the F1 Area (Note: The current District Sporting Facilities are proposed to be relocated, with the potential for resulting land to be made available for development);
- Shire officers will review the Draft Precinct Structure Plan documentation and provide feedback to the Consultant to be incorporated into the documents and plans;
- Once Policy Concept Forum briefing of Council, on the Draft Precinct Structure Plan.

Stage 2 – Draft Precinct Structure Plan presented to Council to Endorse for Advertising

- The Draft Precinct Structure Plan and technical appendices are to be presented to Council for endorsement to commence public advertising, by no later than June 2023;
- This will include assisting officers in the preparation of a draft report in suitable format to be presented at a Council Meeting.

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Stage 3 – Public Advertising

- The Draft Precinct Structure Plan and technical appendices are to be publicly advertised in accordance with the Planning and Development (Local Planning Schemes) Regulations 2015;
- This is to include at least two community open door meetings, to supplement the standard minimum advertising processes prescribed by the Deemed provisions of the Scheme.

Stage 4 – Consideration of Submissions

- All submissions received during the advertising of the Draft Precinct Structure Plan shall be compiled within a schedule of submissions, and draft responses prepared by the Consultant for consideration by officers;
- Where considered necessary by officers, the Consultant undertaking further analysis or technical information in order to address to issues raised in the submissions to the satisfaction of officers;
- Once the schedule of submissions is agreed, a schedule of modifications shall be prepared to outline any modifications recommended to be undertaken to the Draft Precinct Structure Plan and technical appendices.

Stage 5 – Draft Precinct Structure Plan presented to Council to Make Recommendation

- The Draft Precinct Structure Plan and technical appendices, schedule of submissions and schedule of modifications are to be presented to Council to make a recommendation to the WAPC in accordance with the Planning and Development (Local Planning Schemes) Regulations 2015, by no later than June 2024;
- This will include assisting officers in the preparation of a draft report in suitable format to be presented at a Council Meeting.

Stage 6 – WAPC Approval

- The Draft Precinct Structure Plan and technical appendices, schedule of submissions, schedule of modifications and Council recommendation are to be provided to the WAPC for approval;
- The Consultant shall provide any further information to the WAPC as requested, to enable assessment to be undertaken by Department of Planning, Lands and Heritage (DPLH) officers;
- Modifications are required to be undertaken to the Precinct Structure Plan and technical appendices as requested by the WAPC to receive final approval.

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Indicative Timeframes

The below provides the indicative timeframes for each stage to ensure the project is completed by 30 June 2024. The Consultant shall outline their proposed timeframes to complete the project within their proposal.

	Sep 22	Dec 22	Mar 23	Jun 23	Sep 23	Dec 23	Mar 24	Jun 24
Stage 1								
Stage 2								
Stage 3								
Stage 4								
Stage 5								
Stage 6						Please note Stage 6 will continue possibly beyond June 2024, given the decision is beyond control by Council.		

2.4 Required Meetings/Presentations/Site Visits

The Consultant shall outline the proposed meetings/presentations/site visits proposed to be undertaken in their project proposal and shall include the hourly rate of personnel for such activities.

2.5 Project Outputs

At completion of the study, the Consultant shall package and provide the following information to the Shire:

- All documents, in Microsoft Word, PDF and InDesign format where applicable.
- All plans and drawings in PDF format and where applicable, in InDesign, Illustrator and Shapefile GIS format (including all maps gathered throughout the project);
- A working copy of all concept design drawings (all versions) in InDesign, Illustrator, Shapefile and PDF formats;
- Any other information collated during the project.

All materials (including computer data, originals of reports and plans, records of consultation with stakeholders) prepared and acquired during the course of the project shall become the property of the Shire of Serpentine Jarrahdale and must be provided to the Project Manager. This also includes copies of minutes of meetings, formal advice and comment from other agencies, working drawings and correspondence during the course of the study, which shall be submitted to the Project Manager for retention by the Shire of Serpentine Jarrahdale.

2.5 Project Costs

The Shire envisages that the estimated cost of the entire project to be delivered by the Consultant (and their subconsultants), to be no more than \$180,000.

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2.5 Project Completion

The project shall be completed in totality by 30 June 2024, except for Stage 6.

2.5 Selection Criteria

The successful consultant will demonstrate the following essential criteria:

- (i) Appropriate qualifications and/or experience to undertake the Project;
- (ii) Relevant understanding and knowledge of planning issues within Western Australia, with particular relevance to local government;
- (iii) Knowledge of relevant local and state legislation and policy;
- (iv) An ability to capture community input in an engaging and innovative way;
- (v) An ability to carry out the Project within the required time frame; and
- (vi) A competitive quote to undertake the Project and an ability to finalise the Project within the quoted amount.

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3 General Conditions of Contract

The General Conditions of Contract are attached to this request - WALGA Goods and/or Services

3.1 Insurances

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

(a) Public Liability

A Public Liability policy with an Insurer approved by the Australian Prudential Regulation Authority (APRA) as per their list of Insurers Authorised to Conduct New or Renew Insurance Business in Australia.

The policy of Public Liability Insurance taken out by the Contractor is to provide a minimum limit of liability of \$10 million in respect of Death, Property Damage and Bodily Injury.

(b) Workers Compensation or Personal Accident Insurance Cover

The Contractor shall effect and keep in effect during the currency of the Contract such Insurance as may be necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any Employee of the Contractor or of a Subcontractor of the Contractor under the Workers' Compensation and Injury Act 1981 or in Common Law.

(c) Professional Indemnity

Professional Indemnity Insurance for not less than \$5,000,000

3.2 OHS Contract Conditions for Safety Management

3.2.1 General

The Principal is obligated to provide and maintain, so far as is practicable, a working environment for its employees and members of the public, that is safe and without risk to health. As a condition of this Contract, the Principal requires that any Contractors or Sub-Contractors who may be engaged to perform a service on its behalf will at all times exercise all necessary precautions for the health and safety of all persons including Contractor employees, Shire of Serpentine Jarrahdale employees or members of the public who may be affected by the services.

3.2.2 Legislative Compliance

The Contractor must comply and ensure that its employees, sub-contractors and agents comply with any Acts, Regulations, local laws and by-laws, Codes of Practice and Australian Standards which are in any way applicable to the performance of the services of this contract.

3.2.3 Termination by Shire of Serpentine Jarrahdale

The Shire of Serpentine Jarrahdale may at any time and for any reason terminate this Agreement upon fourteen (14) Business Days written notice to the Company / Contractor without being required to give reasons for the termination.

Invitation to Quote and Specification

4 Special Conditions of Contract

4.1 Publicity

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

4.2 Outsourced Function Provider's Obligation to keep Records

The Contractor will maintain a record keeping system that meets the minimum compliance requirements of State Records Commission Standard 1 "Government Record Keeping". This may include generating specific records to the satisfaction of the Shire on how the outsourced function is performed.

The Contractor must, at any time when requested by the Shire, provide to the Shire any information relating to the outsourced function in a form directed by the Shire and any assistance that the Shire may require to enable it to perform its functions including its obligations under the State Records Act 2000 and the Freedom of Information Act 1992.

The Contractor will transfer all records relating to the outsourced function performed to the Shire at the completion of the Contract for ongoing management in accordance with the Shire's Record Keeping Plan.

Access to the records by the Contractor after the completion of the contract will be in accordance with the Shire's Policies.

Members of the public may be permitted to access the records in accordance with the Freedom of Information Act 1992 and the Shire's Policies.

The Contractor must not dispose of any records created or collected by the Contractor under this Contract.

4.3 Standard of Work

All works shall be completed to the satisfaction of the Principal who shall reserve the right to require the removal of or the correction to any works so as to meet the Principals satisfaction. All rework required to meet the satisfaction of the Principal shall be at the Contractor's cost.

4.5 Access and Inclusion

Reporting Template for Agents and Contractors

All State Government agencies and local governments have an Access and Inclusion Plan. External agents and contractors that interact with the public on their behalf must comply with the DAIP by ensuring equitable access for people with disability.

The Shire's plan is located [here](#).

4.6 Shire of Serpentine Jarrahdale Provided Goods / Materials

If during the course of the Contract, the Shire of Serpentine Jarrahdale is to provide goods or materials from any location specified by the Shire of Serpentine Jarrahdale, the Contractor is to ensure the personnel sent to pick up / deliver the goods /materials holds all relevant licenses/ tickets to complete the works. Examples of licenses / tickets would be a forklift license, loader operations etc.

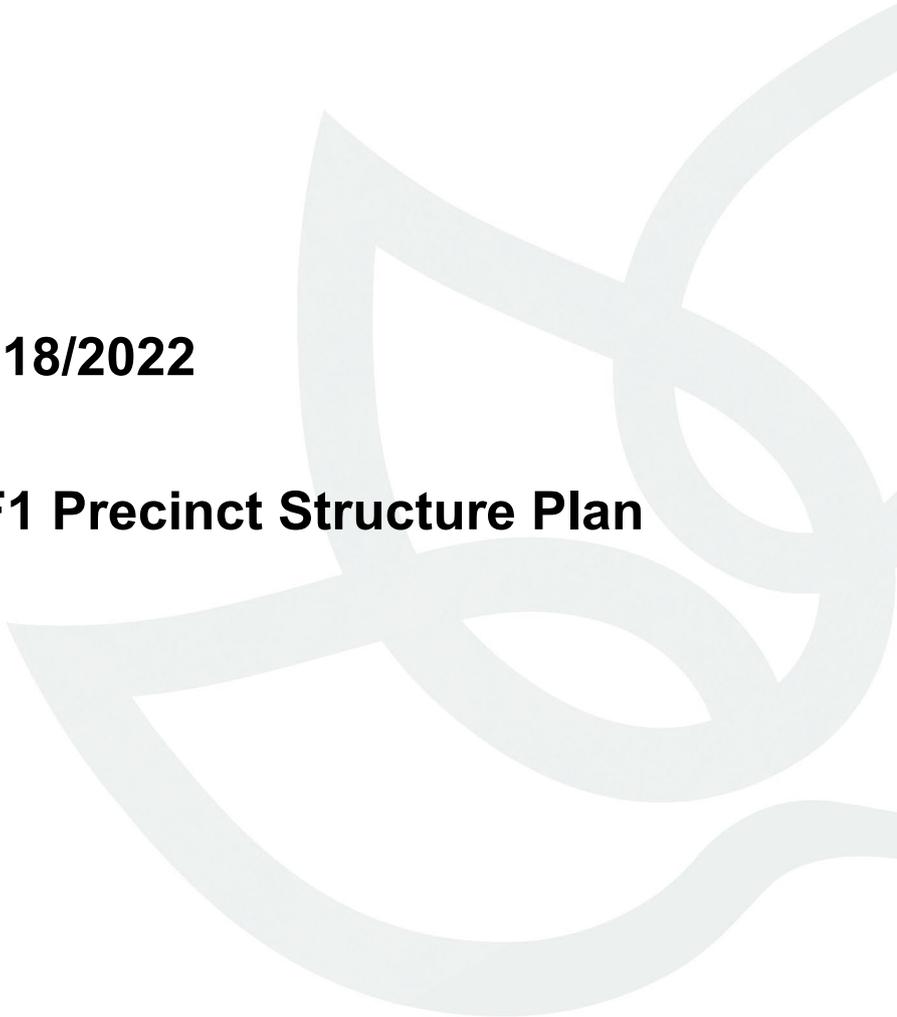


Shire of
Serpentine
Jarrahdale

Company Offer – Professional and Consultant Services

18/2022

Mundijong Area F1 Precinct Structure Plan



T: 9526 1111 F: 08 9525 5441 E: info@sjshire.wa.gov.au W: sjshire.wa.gov.au

A: 6 Paterson Street Mundijong Western Australia 6123 APN: 98 924 720 811
Ordinary Council Meeting - 19 June 2023



Company Offer – Professional and Consultant Services

5. Company Offer

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

Telephone No: _____ ABN: _____

Email: _____

Agree that I am/we are bound by and will comply with this Request and its associated schedules and attachments.

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

The quoted amount is as provided under the schedule of rates of prices in the prescribed format and submitted with this Quote.

I/We agree that the information provided in this offer, including the pricing, is correct.

Shire of Serpentine Jarrahdale Code of Conduct

The Shire requires tenderers to uphold and comply with the principles in the Code of Conduct. You are required to have read, understood and will be bound by the Code of Conduct, as listed in the Invitation to Quote.

Name of Authorised Signatory:	
-------------------------------	--

Title:	
--------	--

Date:	
-------	--





Company Offer – Professional and Consultant Services

5.1 Compliance Criteria

To ensure you provide a compliant Quote, please address all of the following criteria.

Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the Evaluation Panel with their assessment.

These criteria will not be point scored. Each submission will be assessed on a Yes/No basis as to whether the criterion is successfully met.

5.1.1 Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No
If you are awarded the Contract, will you be able to fulfil the requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

5.1.2 Organisational Structure

<p>Attach a copy of your organisation structure and provide background information on your company. Provide a summary of the number of years your organisation has been in business. (no more than 5 pages)</p> <p>Does your organisation identify as:</p> <p>a) an Aboriginal Business on the Aboriginal Business Directory WA published by the Small Business Development Corporation; or</p> <p>b) an Australian Disability Enterprise.</p>	<p>Use heading “Organisational Structure” for this attachment</p>	<p>Cross x if attached <input type="checkbox"/></p> <p>Yes / No</p> <p>Yes / No</p>
--	--	---

5.1.3 Referees

Your response should contain at least 3 written references advising on the performance standards of previous projects undertaken, or the names of at least 3 referees who can advise on the performance standards of previous projects undertaken.	Use heading “Referees” for this attachment	Cross x if attached <input type="checkbox"/>
--	---	---





Company Offer – Professional and Consultant Services

5.1.4 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No	
Provide details of the subcontractor(s) including: (a) the company name & address; and (b) the Requirements that will be subcontracted.	Use heading “Subcontractors” for this attachment	Cross x if attached <input type="checkbox"/>

5.1.5 Insurance Coverage

The insurance requirements for this Request are stipulated in the General Conditions. Respondents are to supply evidence of their insurance coverage by populating the table below and by supplying copies of your certificates of currency.	Use heading “Insurance Coverage” for this attachment	Cross x if attached <input type="checkbox"/> Failure to attach will render your quote as non-compliant
---	---	---

The likely insurance varies according to the nature and the complexity of the Requirements. Workers’ Compensation Insurance may also be required. To assist in your choice, the following descriptions may be of assistance:

Public Liability (Required) – All companies are required to have this insurance to protect them against claims arising from personal injury or property damage caused by the actions and operations of the insured.

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

Professional Indemnity (Required) – This insurance is particularly relevant for professional people in the business of giving advice and acting on behalf of others to cover legal liability resulting from their negligence or a breach of their duty of care. Examples of professions where this would be required include consultants, lawyers, doctors, accountants and insurance brokers.

Product Liability (Optional) – The purpose of a Product Liability policy is to provide the insured with protection against losses arising out of the defective nature of the insured’s products. The protection provided by this policy usually extends to losses or damage sustained by third parties as a result of use of the insured’s product.

Motor Vehicle (Optional)





Company Offer – Professional and Consultant Services

Type	Insurer - Broker	Policy Number	Value \$	Expiry Date
Public Liability				
Workers Compensation or Personal Accident Insurance Cover				
Professional Indemnity				
Product Liability				
Motor Vehicle				

5.2 Occupational Safety and Health (OSH)

<p>Occupational Safety and Health Manual We require a copy of your full policy and manual. <i>(mandatory)</i></p>	<p>Use heading “Occupational Health and Safety” for this attachment</p>	<p>Cross x if attached <input type="checkbox"/> Failure to attach will render your quote as non-compliant</p>
--	--	---

5.3 Qualitative Criteria

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

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





Company Offer – Professional and Consultant Services

<p>Relevant Experience</p> <p>Demonstrated relevant experience of the Company in providing the same or similar services to local government or the private sector over the past five years.</p> <ul style="list-style-type: none"> Provide your experience within your organisation or projects where sustainability principles have been incorporated over the past two years <table border="1" data-bbox="199 705 1023 768"> <thead> <tr> <th>Project</th> <th>Client</th> <th>Duration</th> <th>Value</th> <th>Deliverables</th> <th>Achieved Results</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Project	Client	Duration	Value	Deliverables	Achieved Results							<p>Weighting 20%</p>	
Project	Client	Duration	Value	Deliverables	Achieved Results									
<p>Key Personnel, Skills and Resources</p> <p>Capacity to deliver the services including:</p> <p>Key personnel / Professional skills</p> <ul style="list-style-type: none"> Indicate the names and relevant qualifications and experience of personnel to be deployed on the Project Describe the key personnel who will be involved in the work, including past work of a similar nature 	<p>Weighting 25%</p>													
<p>Demonstrated Understanding</p> <p>Respondents should detail the process they intend to use to achieve the Requirements of the Specification. Use dot points to explain the process. The process should include a timetable for delivering the services</p> <ul style="list-style-type: none"> Provide details of the methodology and approach to carrying out the Project Provide a programme of implementation and completion of the Project 	<p>Weighting 15%</p>													
<p>Price</p> <ul style="list-style-type: none"> Indicate by task the time and cost allocations making up the total quotation 	<p>Weighting 40%</p>													





Company Offer – Professional and Consultant Services

5.4 Price Information

5.4.1 Discounts

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No
If YES , specify discount for 14-day payment.	%

5.4.2 Price Basis

Fixed Price Contract

5.4.3 Schedule of Rates Offered

The Schedule of Rates is offered to fully cover all the obligations of the Contractor under the conditions of this request document, including all labour, material, tools, equipment, apparatus and any other items that may be needed in order to meet the specified requirement of RFQ 18/2022.

5.4.4 Price Schedule

Insert your pricing schedule here or supply as an attachment





Company Offer – Professional and Consultant Services

Quote Submission Documentation

The Shire is expecting 5 documents as detailed below as your final submission to this quote. Any variation to this requirement may render your quote submission as invalid.

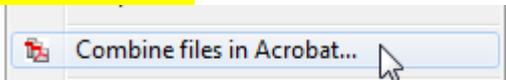
This requirement allows the Shire to expedite its procurement process.

 Document 1 The completed Company Offer (as a word document, this document)

Name this Document: RFQ 18/2022 - Company Offer – Your Company Name

 Document 2 The Compliance attachments (as one PDF Document):

See section 5.1

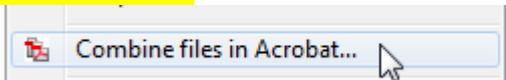


Organisational Structure (Company Profile)
 Referees
 Subcontractors (if any)
 Insurance Coverage

Name this Document: RFQ 18/2022 - Compliance – Your Company Name

 Document 3 Occupation Health & Safety Policy in full (as a PDF Document)

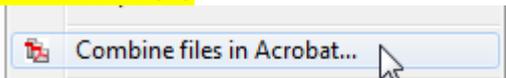
See section 5.2



Name this Document: RFQ 18/2022 – OHS Policy – Your Company Name

 Document 4 Qualitative Criteria (as one PDF Document):

See section 5.3



Relevant experience in delivering services (the nature of this Quote)
 Key Personnel, Skills and Resources:

- Professional skills
- Key personnel
- Support facilities

Demonstrated Understanding:

- Provide details of the methodology and approach to carrying out the Project
- Provide a programme of implementation and completion of the Project

Name this Document: RFQ 18/2022 - Qualitative – Your Company Name

 Document 5 The Completed Pricing Schedule (if submitted as an attachment)

Name this Document: RFQ 18/2022 - Pricing Schedule – Your Company Name

FAILURE TO COMPLY WITH THIS REQUEST MAY RENDER YOUR QUOTE AS INVALID



T: 9526 1111 F: 08 9525 5441 E: info@sjshire.wa.gov.au W: sjshire.wa.gov.au

A: 6 Paterson Street Mundijong Western Australia 6123 APN: 98 924 720 841
 Ordinary Council Meeting – 19 June 2023

GOODS AND/OR SERVICES CONTRACT CONDITIONS

[insert Principal] of **[insert address]** **[insert ABN]** (Principal)

and

[insert Contractor] of **[insert address]** **[insert ABN]** (Contractor)

(together, the **Parties**)

Date of Contract:

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DATE: **[Insert date of execution by last Party to execute]**

PARTIES:

BACKGROUND

- (a) The Principal has engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

OPERATIVE PART

PART A – DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

In this Document, except where the context indicates otherwise:

Acceptance means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 14 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 14 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

Affected Obligation has the meaning given in clause 35.1(a).

Approval means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

Assessment Notice means an assessment notice under section 12 of the Working With Children Act.

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.

Background Intellectual Property Rights means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

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.

Child-Related Work has the meaning given in section 6 of the Working With Children Act.

Child-Related Site means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

Completion Date means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

Confidential Information means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;

- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

Conflict of Interest means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

Consequential Loss means any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

Contract means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

Contract Price means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

Contractor means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Contractor's Vehicles and Equipment has the meaning given in clause 34.4.

Cyber Incident means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

Defective means defective, of an inferior quality or inconsistent with the requirements of the Contract.

Defects Liability Period means the period of 12 months beginning on the Completion Date.

Delivery Point means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

Disbursement means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

Dispute means any dispute or difference between the Parties in connection with the Contract.

Dispute Notice has the meaning given in clause 36.1.

Document means this document called 'Goods and/or Services Contract Conditions'.

Extension Request has the meaning given in clause 13.4.

Force Majeure Event means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;

- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

Force Majeure Event Termination Period means 120 consecutive days.

Goods means the goods specified in an Order or otherwise specified in the Contract.

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.

Insolvency Event means:

- (a) in relation to a corporation, where that corporation:
 - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
 - (ii) is otherwise dissolved;
 - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
 - (iv) enters into any composition or scheme of arrangement with its creditors;
 - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
 - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
 - (i) commits an act of bankruptcy;
 - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
 - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
 - (iv) is otherwise unable to pay all its debts as and when they fall due.

Insurances means the insurances which the Contractor is required to obtain under clause 34.

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 (including future copyright), database rights 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 including any application or right to apply for any of these rights.

Invoice means a valid tax invoice under the GST Law.

Law means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

Legal Requirement means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

Letter of Award means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

Long-Term Award means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

Loss means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

Order means a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

Original Product has the meaning given in clause 3.3.

OSH Laws means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Occupational Health and Safety Act 1984 (WA)*, in addition to any other relevant legislation or regulations.

Parties means the Principal and the Contractor.

Personnel means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

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

Principal means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Principal Data means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

Principal Request means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services.

Principal's Documents means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

Principal's Premises means any property under the control, care and management of the Principal.

Request Response means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

Sale of Goods Act means the *Sale of Goods Act 1895 (WA)*.

Services means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

Specification means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.

Specified Personnel means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

Standards and Procedures means any guidelines, rules, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

Start Date means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

Sub-contractor means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

Substitute Product has the meaning given in clause 3.3.

Sustainability Objectives has the meaning given in clause 24.1.

Transition Plan means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

Wilful Misconduct means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

Working With Children Act means the *Working With Children (Criminal Record Checking) Act 2004 (WA)*.

2 INTERPRETATION

In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) 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;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY

3 QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION

3.1 The Contractor must ensure that all Goods:

- (a) comply with the requirements of the relevant Order and conform to any samples provided;
- (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
- (c) are properly, safely and securely packaged and labelled for identification; and
- (d) are of merchantable quality and fit for their intended purpose.

3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.

3.3 With the Principal's consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under the Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

4 QUANTITIES OF GOODS

4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.

4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

5 DELIVERY OBLIGATIONS AND DELIVERY POINT

The Contractor must deliver the Goods to the Delivery Point and in doing so must:

- (a) not interfere with the Principal's activities;
- (b) leave the Delivery Point secure and fit for immediate use;
- (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
- (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

6 PROPERTY AND RISK IN THE GOODS

6.1 Subject to this Document, the Parties agree that:

- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
- (b) upon payment for the Goods, property in the Goods shall pass to the Principal.

6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

7 SALE OF GOODS ACT

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY

8 QUALITY OF SERVICES

- 8.1 The Contractor must ensure that the Services provided by the Contractor:
- (a) match the description of the Services set out in the Order or otherwise in the Contract;
 - (b) are fit for their intended purpose;
 - (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
 - (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
 - (e) are provided in accordance with any Specification.
- 8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.
- 8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

9 QUANTITY AND VALUE OF SERVICES

The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed by the Parties.

PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES

10 SUPPLY OF GOODS AND/OR SERVICES

- 10.1 The Contractor must:
- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
 - (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
 - (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the assignment of relevant contracts with third parties;
 - (d) comply with any Transition Plan; and
 - (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be

entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

- 10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.
- 10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:
- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
 - (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

11 PLANT AND EQUIPMENT

The Contractor must:

- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
- (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

12 ORDERS UNDER A LONG-TERM AWARD

- 12.1 This clause applies where the Letter of Award is a Long-Term Award.
- 12.2 From time to time the Principal may give the Contractor an Order containing the following information:
- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
 - (b) the Completion Date; and
 - (c) where the Order relates to Goods, the Delivery Point.
- 12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:
- (a) any aspect of the Order which it does not accept and supporting reasons; and/or
 - (b) any recommended changes to the Order and supporting reasons,
- following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.
- 12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.
- 12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

13 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

- 13.1 The Contractor must commence the provision of the Services on the Start Date.

- 13.2 Subject to this clause 13, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.
- 13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:
- (a) a breach by the Principal of the Contract;
 - (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with the Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of the Contract under clause 37.3 where the suspension is the result of a breach by the Principal; or
 - (e) a variation being agreed to the nature of the Goods and/or Services provided.
- 13.4 To obtain an extension, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).
- 13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

14 RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES

- 14.1 The Parties agree that:
- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
 - (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.
- 14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

15 REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES

- 15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.
- 15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.

- 15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 15.6 Where the Contractor has made good any Defective Goods and/or Services, 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 completes making good the Defective Goods and/or Services.
- 15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 15.8 Without limiting clause 33, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

16 FAILURE TO PROVIDE GOODS AND/OR SERVICES

- 16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

17 INFORMATION

The Contractor must keep the Principal fully informed about:

- (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
- (b) delivery of the Goods and/or completion of the Services.

18 PRICE BASIS

- 18.1 The Contract Price shall be firm and not subject to rise and fall.
- 18.2 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

19 FORMATION OF CONTRACT AND TERM

- 19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.
- 19.2 Where this Document is not executed by the Parties:

- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
 - (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.
- 19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.
- 19.4 The Parties may agree in writing to extend the term for an agreed period of time.
- 19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:
- (a) if the Parties agree in writing; or
 - (b) otherwise in accordance with this Document.
- 19.6 The termination of the Contract does not affect:
- (a) any rights of the Parties accrued before the date of termination; and
 - (b) the rights and obligations of the Parties which survive termination.
- 19.7 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 30 (Confidentiality), 31 (Data security), 32 (Intellectual Property Rights), 33 (Liability and indemnity), 36 (Settlement of disputes), 38.2 to 38.4 (inclusive) (termination), 41 (Notices), 42.1 (relationship of Parties) and 42.7 (Governing law) shall survive termination of the Contract.

20 CONTRACTOR TO HAVE INFORMED ITSELF

By providing the Request Response, the Contractor acknowledges that it has:

- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract; and
- (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract.

21 CONFLICT OF INTEREST

- 21.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:
- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
 - (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.

- 21.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give notice of the Conflict of Interest, or the risk of it, to the Principal.

22 LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES

- 22.1 The Contractor shall comply with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.
- 22.2 The Contractor shall:
- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
 - (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
 - (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 22.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
 - (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

23 SAFETY OBLIGATIONS

- 23.1 The Contractor must:
- (a) do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person; and
 - (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under OSH Laws.
- 23.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:
- (a) as soon as practicable, but in any event within 24 hours, notify the Principal of that injury, property damage, accident or incident; and
 - (b) provide the Principal with any further information requested by the Principal.
- 23.3 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's occupational health and safety policies and procedures and do so at the Contractor's own risk.
- 23.4 Without limiting clauses 37.3 to 37.5 (inclusive), any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:
- (a) present actual or potential risk of life or serious injury; or

(b) are otherwise required to be notified under OSH Laws,
entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

24 SUSTAINABLE PROCUREMENT

24.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 24.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.

24.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
- (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
 - (i) using recycled materials and products;
 - (ii) reducing emissions;
 - (iii) adopting greener energy solutions;
 - (iv) adopting environmentally sustainable design; and
 - (v) reducing wastage;
- (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
- (d) sponsoring and supporting local community groups and local community development initiatives;
- (e) promoting fair workplace practices;
- (f) promoting workplace health;
- (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
- (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.

24.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.

24.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

25 CONTRACTOR'S PERSONNEL

25.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:

- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;

- (b) do not cause any damage, loss or injury to any property or person; and
 - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 25.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 25.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 25.4 If any police clearance obtained under clause 25.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.
- 25.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
 - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

26 REPRESENTATIVES

Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

27 INVOICING AND PAYMENT

- 27.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 27 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 27.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.
- 27.3 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 issued in accordance with this clause within 20 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, 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.
- 27.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.

27.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.

27.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.

28 GOODS AND SERVICES TAX

28.1 Words capitalised in this clause 28 and not otherwise defined have the meaning given in the GST Law.

28.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.

28.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.

28.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

29 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS

29.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.

29.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.

29.3 The Contractor acknowledges and agrees that:

- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
- (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
- (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

30 CONFIDENTIALITY

30.1 In this clause 30 the following terms have the following meanings:

- (a) **'Disclosing Party'** means the Party which has disclosed Confidential Information that is confidential to that Party; and
- (b) **'Receiving Party'** means the Party to whom Confidential Information is disclosed by the Disclosing Party.

30.2 Subject to clause 30.3, the Parties must not:

- (a) disclose Confidential Information to any other person; or
- (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.

- 30.3 Subject to clause 30.4, a Party may disclose Confidential Information to a third party:
- (a) with the prior consent of the Disclosing Party;
 - (b) to the extent required by any Law or applicable securities regulation or rule;
 - (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
 - (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
 - (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.
- 30.4 Before making a disclosure to a person under clause 30.3, the Receiving Party must:
- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 30.3(b) applies;
 - (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
 - (c) where clause 30.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

31 DATA SECURITY

- 31.1 The Contractor must:
- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
 - (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
 - (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.
- 31.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 34 shall apply to this insurance with any necessary modifications.

32 INTELLECTUAL PROPERTY RIGHTS

- 32.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.
- 32.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.

- 32.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 32.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.
- 32.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.
- 32.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 32.7 The Contractor must ensure that:
- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
 - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.
- 32.8 A Party must not:
- (i) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
 - (j) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.
- 32.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the 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.

33 LIABILITY AND INDEMNITY

- 33.1 Subject to the other provisions of this clause 33, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss suffered by the Principal or its Personnel arising directly or indirectly from:
- (a) any breach of the Contract by the Contractor;
 - (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
 - (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
 - (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
 - (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

Consequential Loss

- 33.2 Notwithstanding any other clause of the Contract, neither Party will be liable to the other Party for any Consequential Loss unless:
- (a) the Law requires otherwise;
 - (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
 - (c) the Consequential Loss is specified in or otherwise covered by an Insurance.

Civil Liability Act

- 33.3 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 the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

34 INSURANCE AND RISK MANAGEMENT

- 34.1 The Contractor must:
- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, 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, approved by the Principal, which either:
 - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
 - (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
 - (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
 - (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
 - (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
 - (f) pay all premiums and deductibles applicable to any of the Insurances when due;
 - (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
 - (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and

- (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.

34.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:

- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
- (b) where the Principal is entitled to cover under the Insurance:
 - (i) 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;
 - (ii) 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;
 - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
 - (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.

34.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:

- (a) is for an amount not less than \$10 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
- (b) covers the liability of the Contractor, its 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 Contractor's performance of the Contract; and

- (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.

34.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:

- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third

party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;

- (c) be unlimited in the number of occurrences; and
 - (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.
- 34.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:
- (a) 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 under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
 - (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.
- 34.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:
- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
 - (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
 - (c) include one full automatic reinstatement of the limit of liability;
 - (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
 - (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.
- 34.7 Notwithstanding any other provision of this clause 34, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:
- (a) it is lawful for the Contractor to do so;
 - (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
 - (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.
- 34.8 The Parties acknowledge and agree that:
- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
 - (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and 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 such indemnities;

- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
- (d) 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 Insurances;
- (e) nothing in this clause 34 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
- (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.

34.9 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

35 FORCE MAJEURE EVENT

35.1 A Party must:

- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (**Affected Obligations**); and
- (b) if it gives such a notice, either:
 - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.

35.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

35.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.

35.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

36 SETTLEMENT OF DISPUTES

36.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).

36.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.

36.3 In the event that the Dispute remains unresolved after the time period referred to in clause 36.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 36.4.

36.4 A mediation under this clause 36 shall:

- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under

clause 36.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;

- (b) be conducted according to the rules proposed by the appointed mediator; and
- (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.

- 36.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 36.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 36.4(c), either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.
- 36.7 Nothing in this clause 36 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

37 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH

Default

- 37.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
 - (b) requiring the Party to comply with the relevant provision of the Contract; and
 - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.
- 37.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

Suspension

- 37.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 37.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.
- 37.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 23.4 or 37.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.
- 37.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 37.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

Termination for breach

- 37.6 Subject to clause 37.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 37.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
 - (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 37.6(a).
- 37.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

38 TERMINATION

- 38.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:
- (a) commits an Insolvency Event;
 - (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
 - (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
 - (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,
- then the other Party may by notice in writing to that Party immediately terminate the Contract.
- 38.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.
- 38.3 Where the Principal terminates the Contract under clauses 37.6, 37.7 or this clause 38, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.
- 38.4 When the Contract is terminated, the Contractor must:
- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
 - (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

39 ASSIGNMENT AND SUBCONTRACTING

- 39.1 The Contractor shall not:
- (a) assign all or any part of its rights and obligations under the Contract; or
 - (b) sub-contract the whole or any part of the Contract,

without:

- (c) the Principal's prior written approval, which must not be unreasonably withheld; and
- (d) in the case of an assignment under clause 39.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.

39.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

40 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 by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

41 NOTICES

41.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
- (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.

41.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:

- (a) if by delivery in person, when delivered to the address of the receiving Party;
- (b) if by post, 5 Business Days from and including the date of postage; and
- (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011* (WA),

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

42 GENERAL

42.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

42.2 Severability

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

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

42.3 Variation to Contract terms

The terms of the Contract shall not be varied except by the written agreement of the Parties.

42.4 Waiver

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

42.5 Entire agreement

The 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 the Contract.

42.6 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

42.7 Governing Law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

EXECUTION

[Guidance note: alternative options for 'electronic' and 'paper/handwritten' signature are provided below. Select the appropriate method of execution for the Principal and the Contractor and delete any unused panels. If the Principal is not a local government, an alternative execution panel for the Principal may need to be inserted.]

(use for electronic signature only)

Principal

[WALGA to insert electronic signature panel]

[Guidance note: complete the relevant panel below and delete the irrelevant panel]

Contractor – where the Contractor is a company

Signed by

[Insert Contractor Name in full]

in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Sign here ▶ **{{Sig_es_:signer1:signature}}**

Company Secretary/Director/Sole Company Secretary/Director

Full name **{{fullname_es_:signer1:fullname}}**

Sign here ▶ **{{Sig_es_:signer2:signature}}**

Company Secretary/Director (*Not applicable if company has a sole Company Secretary-Director)

Full name **{{fullname_es_:signer2:fullname}}**

—

Contractor – where the Contractor is an individual

[WALGA to insert electronic signature panel]

(use the below for 'paper' or 'handwritten' signature only)

[Guidance note: if the Principal is executing the Contract by hand, complete the relevant panel below for the Principal and delete the irrelevant panel.]

Principal – where applying common seal

The common seal of the [insert local government] was hereunto affixed on [insert date] by authority of a resolution of the Council in the presence of:

sign here ►

Mayor/President (delete whichever is not applicable)

print name

sign here ►

Chief Executive Officer

print name

Principal – where executing in accordance with a Council resolution

Signed by an authorised person(s) on behalf of the [insert local government] in accordance with a resolution of the Council passed on [insert date]:

sign here ►

[Insert title of authorised person]

print name

[Guidance note: complete the relevant panel below and delete the irrelevant panel. If the Contractor is not a company or an individual, the correct panel for the Contractor must be inserted]

Contractor – where the Contractor is a company

EXECUTED by **[insert name]** ACN **[insert ACN]** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):
)
)
)

 Director/Secretary/Sole Director-Secretary (signature)
 (Delete whichever is not applicable)

← _____ ←
 Director/Secretary (signature)
 (Delete whichever is not applicable)

 Director/Secretary/Sole Director-Secretary (print full name)
 (Delete whichever is not applicable)

 Director/Secretary (print full name)
 (Delete whichever is not applicable)

Contractor – where the Contractor is an individual

SIGNED by **[insert name]** in the presence of:
)
)
)

Signature of Contractor

 Signature of Witness

 Date

 Full name of Witness (print)

 Address of Witness

SCHEDULE 1 – CONTRACT SPECIFICS

CONTRACT SPECIFICS

[Guidance note: this schedule will be completed as part of any finalised Contract.]

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>CONTRACT SPECIFIC</u>
1.	Contract Manager	<p>[Insert name &/or title of WALGA's contract manager]</p> <p>Address: [insert] Telephone: [insert] Email: [insert]</p>
2.	Contractor's Representative	<p>[Insert name, title]</p> <p>Address: [insert] Telephone: [insert] Email: [insert]</p>
3.	End Date	[insert]
4.	Additional Period	[insert]
5.	Insurances	<p>Insurances must be maintained for the duration of the Contract with the following minimum levels of cover:</p> <p>Public liability insurance: where applicable the Contractor shall maintain Insurance to a value of \$XX.</p> <p>Products liability insurance: where applicable the Contractor shall maintain Insurance to a value of \$XX.</p> <p>Workers' compensation insurance: where applicable the Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) and to a value of \$XX.</p> <p>Vehicle and equipment insurance: where applicable the Contractor shall maintain insurance to a value of \$XX</p> <p>Professional indemnity insurance: where applicable the Contractor shall maintain insurance to a value of \$XX.</p>

SCHEDULE 2 – SPECIFICATION

[GUIDANCE NOTE: Insert Specification, as applicable]

SCHEDULE 3 – PRICING AND RATES

[GUIDANCE NOTE: Insert Pricing and Rates Table, as applicable]