

## REQUEST FOR TENDER

<b>Request for Tender</b>	<b>RFT07 24-25 Shire Administration Building Extension</b>
<b>Due Date</b>	<b>4:00 PM 6<sup>th</sup> December 2024</b>
<b>Address</b>	<b>Via Shire of Upper Gascoyne Tenderlink Portal</b> <a href="https://portal.tenderlink.com/uppergascoyne">https://portal.tenderlink.com/uppergascoyne</a>
<b>Tender Number</b>	<b>RFT07 24-25</b>

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**APPENDIX A - Contractor's Occupational Safety And Health Management System Questionnaire**

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**APPENDIX B - Construction and Engineering Plans for the proposed additions.**

**APPENDIX C - Purchasing Policy - Provided for information.**

**1 PRINCIPAL'S REQUEST****1.1 CONTRACT REQUIREMENTS IN BRIEF**

The Shire of Upper Gascoyne (Owner) is calling for tenders from parties to provide building and construction services for alterations and additions to the Shire Administration Centre located at 4 Scott Street, Gascoyne Junction. The additions are to provide for additional staff offices for the Owner and is summarised as follows:

**Additions and alterations to the existing Administration Building, to provide offices and storage archives, in accordance with the approved plans, at 4 Scott St in the townsite of Gascoyne Junction.**

A full statement of the goods/services required under the proposed contract appears in the Specification and Special Conditions of Contract-Part 2.

**1.2 TENDER DOCUMENTS**

This Request for Tender is comprised of the following documents:

**Bound into this volume:**

- (a) Conditions of Tendering (Part 1-Principal's Request-read and keep this part);
- (b) General and Special Conditions of Contract (Part 2 - -read and keep this part);
- (c) Specification and drawings (Part 3 -Specification and Special Conditions of Contract-read and keep this part);
- (d) Form of Tender (Part 4 -Tenderer's Offer-complete and return this part with attachments); and
- (e) Contractor's Occupational Safety And Health Management System Questionnaire (Part 5-complete and return this part).
- (f) Attachments to this tender document.

**Reference Documents:**

- (a) Code of Practice – Construction Work - Government of Western Australia Department of Mines, Industry Regulation and Safety & Work Health Safety Commission
- (b) The National Construction Code of Australia, Volume 1; and
- (d) Australian Standard - Code of Tendering AS 4120 – 1994.

**1.3 DEFINITIONS**

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

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>NCC</b>	Volume 1 of the current version of the National Construction Code.

<b>Contractor</b>	Means a tenderer whose offer has been accepted by the Principal with or without modification.
<b>Deadline:</b>	The deadline for lodgement of your Tender.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract as nominated in Part 2.
<b>Offer:</b>	Your offer to be selected to supply the Requirements.
<b>Owner:</b>	Shire of Upper Gascoyne.
<b>Principal:</b>	Shire of Upper Gascoyne.
<b>Request:</b>	This document.
<b>Requirements:</b>	The work requested by the Principal.
<b>Selection Criteria:</b>	The criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The plans and specifications provided with this tender document.
<b>Superintendent:</b>	John McCleary.
<b>Superintendent's Representative:</b>	Sean Walker.
<b>Tender:</b>	Your completed Offer, response to Selection Criteria and Attachments.
<b>Tender Period:</b>	The time between advertising the Request and the Deadline.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Owner.

#### **1.4 HOW TO PREPARE YOUR TENDER**

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete the Offer (Part 4) in all respects and attach your Attachments.

- (d) Make sure you have signed the Offer and responded to all the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

### **1.5 CONTACT PERSON**

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

Name: Sean Walker  
Telephone: M: 0409840636  
Email: [wf@uppergascoyne.wa.gov.au](mailto:wf@uppergascoyne.wa.gov.au)  
Telephone: 08 99430988  
Facsimile: 08 99430507

### **1.6 PRE-QUALIFICATION REQUIREMENTS**

Nil

### **1.7 TENDER BRIEFING/SITE INSPECTION**

Tenderers are encouraged to discuss the tender with the Superintendent's Representative. No compulsory site inspection is proposed as a component of this tender however Tenderer's are encouraged to familiarise themselves with the site.

### **1.8 EVALUATION PROCESS**

Your Tender will be evaluated using information provided in your Tender submission. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed offer form and attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the selection criteria.
- (c) The most suitable Tenderers may be shortlisted and may also be required to clarify the offer, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous Tender to the Principal and the Owner.

### **1.9 SELECTION CRITERIA**

The Contract may be awarded to a Tenderer who best demonstrates the ability to carry out the building and construction services at a competitive price. The tendered prices will be assessed with qualitative and compliance criteria to determine the most advantageous outcome to the Principal. This means that, although price is considered, the Tender, containing the lowest price, will not necessarily be accepted, nor will the offer ranked the highest on the qualitative criteria.

**PART 1****READ AND KEEP THIS PART**

A scoring system will be used as part of the assessment of the qualitative criteria set out below. Unless otherwise stated, a Tender to one of these criteria which provides all the information requested will be assessed as satisfactory and will, in the first instance, attract an average score. The extent to which the Tender demonstrates greater or lesser satisfaction of each of these criteria will result in a score greater or less than the average. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

**1.9.1 Compliance Criteria**

These criteria will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

Description of Compliance Criteria	Yes/No
Compliance with the Specification contained in this Request	Yes/No
Compliance with the Conditions of Responding contained in this Request	Yes/No
Compliance with and completion of the price schedule	Yes/No

**1.9.2 Qualitative Criteria**

In determining the most advantageous Tender, the Principal will score each Tenderer against the qualitative criteria.

It is essential that Tenderers address each qualitative criterion. The Tenders will be used to select the chosen Tenderer, and failure to provide the specified information may result in elimination from the tender evaluation process. The qualitative criteria for this Request are as follows:

Description of Criteria	Weighting
Organisational Capacity	40%
Product Quality	40%
Occupational Health & Safety	10%
Methodology for Construction & Delivery	10%

**1.9.3 Price Consideration: Weighted Cost Criteria**

Criteria	Weighting
Tendered price	100%

**1.10 POLICIES THAT MAY AFFECT SELECTION**

The following policies of the Owner may affect this selection:

The Owner encourages local participation in all or any of the stages of the project. The Owner’s Local Purchasing policy grants substantial (up

to \$50,000) variance to local Builders, who are encouraged to submit tender for the project. A copy of the purchasing policy is appended to this document.

## **1.11 CONDITIONS OF TENDERING**

### **1.11.1 Code of Practice**

In consideration of being permitted to Tender, the Tenderer promises as a fundamental condition that it will act in accordance with the Code of Practice for the WA Building and Construction Industry in this Tender and in any contract arising out of this Tender.

The Tenderer also promises to comply with the Australian Standard Code of Tendering AS 4120 - 1994. The Principal may require the Tenderer to make the attestation prescribed in AS 4120 - 1994 section 7.5, which deals with malpractice.

### **1.11.2 Delivery Method**

The Tender must be lodged online on the Shire's Tenderlink site (see as follows):

<https://portal.tenderlink.com/uppergascoyne>

### **1.11.3 Lodgement of Tenders**

Tenders must be lodged by the Deadline. The Deadline for this Request is 4:00 PM 6<sup>th</sup> December 2023.

### **1.11.4 Late Tenders**

Tenders received after the Deadline will not be accepted for evaluation.

### **1.11.5 Acceptance of Tenders**

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

### **1.11.6 Rejection of Tenders**

A Tender shall be rejected without consideration of its merits, if it is not submitted within the time and at the place specified in the Request and may be so rejected if it fails to comply with any other requirements of the Request.

### **1.11.7 Presentation of Tender Documents**

The Specification has been collated by mechanical means and Tenderers should check to ensure that it includes all pages, which are numbered consecutively and that all supplements referred to are also included. Supplements that have been referred to in any section of the Specification are included at the back of the document and shall be read with the section to which they refer.



**1.11.8 Registration or Licensing of Contractors**

Where an Act or ordinance of the state of Western Australia requires that a Contractor (as defined by the Act or ordinance) be registered or licensed to carry out the work described in the Tender documents, the Tenderer shall state on the tender form in the space provided, its registration or license number. The Tender may not be considered if the Tenderer fails to provide such registration or license number.

**1.11.9 Alternative Tenders**

**All Alternative Tenders shall be accompanied by a conforming Tender.** Tenderers may submit alternatives in the following respects:

Where an alternative is tendered, the Tenderer shall include a fully detailed description, and shall state clearly the manner in which it differs from that specified, and must be clearly marked "ALTERNATIVE TENDER". The Principal in its absolute discretion may reject any Alternative Tender as invalid.

**1.11.10 Goods and Services Tax (GST)**

For the purposes of this clause:

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

Where the Requirement the subject of this Request or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being, unless otherwise stated. In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

**1.11.11 Monetary Values**

Monetary values that appear in the Tender, such as provisional sums, prime cost amounts, value of Principal supplied items, etc. are to be total values. Goods and Services Tax (GST) should be separately identified with any such cost.

**1.11.12 Customs Duty**

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

**1.11.13 Site Allowances**

This contract is not subject to adjustment for site allowances.

**1.11.14 Disclosure of Contract Information and Documents**

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992*.

**1.11.15 Tenderers to Inform Themselves**

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering. The Principal does not represent that any information made available completely shows the existing site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal.
- (b) examined all further information relevant to the risks, contingencies, and other circumstances influencing their Tender which is obtainable by the making of reasonable enquiries.
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein.
- (d) acknowledged that the Principal may enter negotiations with a chosen tenderer. Negotiations shall be carried out in good faith.

**1.11.16 Alterations**

The Tenderer shall not alter or add to the Request unless required by these General Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the Request. The Principal at its absolute discretion will determine whether a matter is a matter of significance.

The Tenderer shall acknowledge with its tender the receipt of each addendum to the Request issued by the Principal and received by the Tenderer during the Tender Period.

**1.11.17 Risk Assessment**

The Principal may have access to and consider:

- (a) Any risk assessment undertaken by Dun and Bradstreet, or any other credit rating agency,
  - (b) Any information produced by the Bank, financial institution, or accountant of a Tenderer,
- to assess any Tender, in the Tender assessment process.

**1.11.18 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon

submission the absolute property of the Owner and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the contract.

**1.11.19 Canvassing of Councillors**

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

**1.11.20 Identity of the Tenderer**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer by Tenderer in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

**1.11.21 Tender Opening**

No public tender opening will be conducted in relation to this tender.

**2 GENERAL AND SPECIAL CONDITIONS OF CONTRACT****2.1 GENERAL CONDITIONS OF CONTRACT**

Tenders shall be deemed to have been made based on, and incorporating the General and Special Conditions of Contract and the plans and specifications provided with the tender documentation.

**2.2 SPECIAL CONDITIONS OF CONTRACT****2.2.1 ADVERTISEMENTS AND PROMOTIONS**

The Contractor may erect on the Site, or permit to be erected on site, only those signs:

- (a) required by law.
- (b) specified in the Contract documents.
- (c) required to identify the Contractor's premises.

The Contractor shall not erect on site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent. 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 Superintendent.

**2.2.2 DESCRIPTION OF THE WORKS**

The works comprise the building and construction services for alterations and additions to the Shire Administration Centre located at 4 Scott Street, Gascoyne Junction. The additions are to provide for additional staff offices for the Owner and is summarised as follows:

**Additions and alterations to the existing administration building located at 4 Scott St in the townsite of Gascoyne Junction.**

**2.2.3 PRICE BASIS**

The Contractor shall be paid on a lump sum basis unless the submitted tender specifies otherwise. The contract for the building may reflect an appropriate pricing schedule in accordance with staged construction. Where a Tenderer requests a pricing schedule, it must be approved, by the Principal, when awarding the Contract. The Contract is not subject to adjustment for rise and fall in costs.

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and *Levy Collection Act 1990*. The Contractor shall pay all levies, required under this Act. The Contractor is not required to pay Permit fees as required under the Building Act 2011

and the Building Regulations 2012 to the Principal. The Principal will pay all Building Commission fees associated with the project.

#### **2.2.4 DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION**

##### **Copies of Documents**

Where the Contractor requires hard copies of the documents, copies of the documents will be available to the Contractor at the charge, current at the time of request.

##### **Drawings**

The drawings are as per the relevant attachment and any additional drawings supplied by the Principal or the Contractor, with the agreement of the Principal, during the progress of the works.

#### **2.2.5 COMPLYING WITH STATUTORY REQUIREMENTS**

The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.

#### **2.2.6 PROPERTY DAMAGE AND PUBLIC RISK**

Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, or the employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.

The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

#### **2.2.7 ACCIDENT OR INJURY TO EMPLOYEES**

The Contractor shall indemnify and keep indemnified the Principal against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Principal of any of the provisions of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal), the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

### **2.2.8 INSURANCE**

Without limiting its obligations and responsibilities the Contractor, in the joint names of itself and the Principal for their respective rights interests and liabilities, shall affect and keep in effect during the currency of the Contract insurance policies covering all matters referred to in clauses 2.2.6 and 2.2.7.

The insurance policies shall contain a cross-liability clause and otherwise be in terms, and effected with an insurance company, approved by the Principal which approval shall not be unreasonably withheld.

The Contractor shall lodge certificates of proof the required insurance policies with the Principal before the commencement of the Services provision and at such other times as the Principal may require.

### **2.2.9 WARRANTIES**

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Principal will have the benefit of the warranties. The Contractor shall ensure that the Principal will have the benefit of any warranties specified in the Contract that are obtained by the sub-contractors of the Contractor.

### **2.2.10 INDUSTRIAL AWARDS**

With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.

Failure by the Contractor to comply with the above paragraph, hereof shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

## **2.3 ENVIRONMENTAL PROTECTION**

### **2.3.1 Noise Control**

The Contractor shall always take adequate measures to control noise on the site. The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all Sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to his plant, at his/her own expense, to whatever extent is necessary to satisfy the requirements of the Principal in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

### **2.3.2 Site Control**

The Contractor shall always:

- (a) comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site.
- (b) comply with all statutes, regulations and by-laws relating to the protection of the environment.
- (c) obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented.
- (d) ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent.
- (e) ensure that no fire shall be lit without the written approval of the Superintendent.
- (f) store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

### **2.3.3 Soil Erosion**

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

### **2.3.4 Dust, dirt, water and fumes**

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

### **2.3.5 Vehicles**

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the site to prevent

spillage or contamination of adjoining and other areas or property. The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

### **2.3.6 Refuse Disposal**

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

### **2.3.7 Smoking on Construction Sites**

The Contractor shall always ensure that all workmen and visitors on the construction site comply with the following policy on smoking.

In respect of construction sites, smoking is prohibited:

- (a) in Site offices, lunchrooms or enclosed toilet facilities.
- (b) inside existing premises that are designated as "no smoking" areas.

## **2.4 OCCUPATIONAL HEALTH AND SAFETY**

### **2.4.1 Contractor's Representative**

The Contractors representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

### **2.4.2 Temporary Safety Fence**

The Principal will provide a temporary safety fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996.

### **2.4.3 Worker's Amenities**

The Principal will provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

### **2.4.4 Regulations**

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

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and



visitors to the Site, are not exposed to hazards. Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format. A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on site by the Contractor.

#### **2.4.5 Chemical Information**

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to section 23(3) of the Act. Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on site refer to section 19(1)(B) of the Act. Such approval shall not be anticipated because of similar approval having been given in a previous contract.

#### **2.4.6 Safety Management Plan**

Not specified for this project.

#### **2.4.7 Induction Training**

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been properly inducted. Upon commencement of work on the Site, the Contractor shall further induct each employee, regarding all significant hazards associated with their particular activity and area of employment on the Site, and where relevant shall include the use of powered plant, tools and equipment.

#### **2.4.8 Pre-job planning**

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure ("SWP") prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors, regarding SWP's, and shall, where required,

prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

#### **2.4.9 Site and Public Security**

Notwithstanding the Contractors' obligations to site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

#### **2.4.10 Occupied Sites**

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements. The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

### **2.5 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL**

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

### **2.6 SERVICES INSTALLATION**

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement. The Contractor shall liaise with the Principal, prior to, and during the placement on site of the Buildings to ensure that services are accessible and can meet tolerances, specifications and legislative requirements.

The Principal will be responsible for co-ordination between the various service installers in attaining the required locations specifications and tolerances, once the buildings are located to site.

### **2.7 BRANDS OF MATERIAL SCHEDULES**

The Contractor shall, within thirty (30) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make, and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

## **2.8 INSURANCES**

The Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies in the following sums:

- (a) Public liability insurance in the sum of at least \$20,000,000 (Twenty Million Dollars) in respect of any one occurrence and for an unlimited number of claims.
- (b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).

**3 SPECIFICATIONS AND DRAWINGS****3.1 Nominal Building Work – Scope**

The Shire of Upper Gascoyne is calling for tenders from parties to provide all materials and construction services for the additions to the existing administration building in accordance with the approved plans.

**3.2 Preferred Delivery**

The delivery of the project will be bound by individual contract with the Owner. It is the Owner's preference that the project be delivered, before the end of 2025.

**3.3 Supervision and Alterations**

All tasks and stages will be monitored by the Superintendent's Representative, for the project. Any changes or suggestions for change to the schedule, materials or other matters, should be put to the Superintendent's Representative for consideration, prior to implementation.

**3.4 Notes Relating to Building Specification**

The desired outcome required is the completion of the additions complete with carport installations, ready for occupancy. The Contractor will complete and supply all materials for the connection of services, including connection to water, electricity and an approved septic installation.

**3.4.1 Yard Areas and Landscaping**

Refer to tender specification

**3.4.2 Survey work**

All existing underground services will be confirmed by the Superintendent's Representative, prior to the commencement of construction.

**3.4.3 Earthworks:**

The Owner will provide clear access to the works. The Contractor is to provide any sub-soil drainage and storm water requirements. Preparatory siteworks are the responsibility of the Contractor.

**3.4.4 Footings and Flooring.**

The Contractor will be responsible for the site preparatory work and footings/flooring, in consultation with the Principal and the Superintendent's Representative.

#### **3.4.5 Termite risk management**

Tenderers are to outline termite risk management proposals as a component of their submission.

#### **3.4.6 Framing and Structural Members**

All framing and protective treatments to be in accordance with the design drawings and relevant standards. Framing tie-down system to be as indicated in the design drawings by the successful tender.

#### **3.4.7 Roof Construction**

The roof is to be insulated as required by the approved plans and the Certificate of Design Compliance. Roof and flashing colour is to be nominated by the Owner prior to installation and where possible precisely match existing.

#### **3.4.8 Wall Construction**

External walls shall be insulated in accordance with the approved plans and the Certificate of Design Compliance. Wall and flashing colour and materials are to be confirmed with the Principal prior to construction.

#### **3.4.9 Internal Wall Finish**

Internal wall finish or cladding is to be suitable for the intended purpose and comply with the requirements of the NCC and the Certificate of Design Compliance.

#### **3.4.10 Windows**

Window sizes are to be as per the plans and specifications. Double glazing to be supplied and installed in accordance with AS 1288:2021 and Part J1 and of the most current NCC requirements. Openable windows to be provided with fly screening.

#### **3.4.11 Doors and Door Frames**

External door to be

#### **3.4.12 Floor covering**

All floors to have covering as outlined in the specification, unless otherwise agreed by the Owner.

**3.4.13 Electrical Work**

Appliances, fittings and other material will comply with the Electrical Regulations 1947 and Electricity (Licensing) Regulations 1991 and referenced wiring rules in AS/NZS 3000. The buildings shall be wired and be connected to the existing service. The building is to be fitted with safety systems in accordance with the requirements of the NCC and the Certificate of Design Compliance.

**3.4.14 Trade Names**

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified. And all substitutions are approved by the Superintendent.

**3.4.15 Item List by Additions**

Tenderers should provide details of their proposed construction and fit-out. The following items are brought to the attention of Tenderer's and are to be including in the prices submitted. Tenderers should submit other details relating to fit-out and finish cognisant of the qualitative evaluation criteria.

**Detail Specification for Administration Building Additions**

<b>Item</b>	<b>Number Required</b>	<b>Description</b>	<b>Tender Owner</b>
Certificate of Design Compliance	1	A CDC issued by a certifying Building Surveyor	Principal
BCITF Compliance	1	Documentation and fees	Contractor
Building Permit	1	Building Permit issued and relevant fees paid	Principal
Building Commission Fees	1	Documentation and fees	Principal
Site-works and pad preparation	As required	Preparatory site-works including supply of fill & compaction and compaction certification	Contractor
Footings	As required	Preparation and installation of footings as outlined in the approved plans	Contractor
Air-conditioning	All rooms	Reverse Cycle (Daikin only)	Contractor
Floor Covering	All habitable rooms	Floors – Vinyl planks (timber look) to match existing. Current	Contractor

**PART 4****COMPLETE AND RETURN THIS PART**

	and hallway	vinyl planks are 200mmx1220mm - Dark Brown	
IT and cabling	Included	Double data outlets shown on plan to be terminated at existing server. Type (phone/data) to be determined by Principal.	Contractor
Window Glazing	Included	Double Glazed - White frame – Sliding (single or double slider based on window size) – lockable timber sill (Antique White USA High Gloss enamel) gyprock reveal.	Contractor
External Window Coverings	Included	Flyscreening to all openable windows	Contractor
Internal Window Coverings	Included	All windows to be fitted with blackout translucent roller blinds	Contractor
Internal Wall Painting	Included	1. Walls – Dulux - White Duck ¼ - Low Sheen 2. Ceilings – White Flat ceiling paint 3. Doors / Frames/ Skirting – Antique White USA – High Gloss enamel	Contractor
External Surface Finishes	Included as required	External surfaces are to be finished in accordance with the design specifications. Applications to painted surfaces are to be of materials that have a minimum 10 year life in the climatic conditions and be acceptable to the Principal	Contractor
Door Hardware and Thresholds	Included	1. Doors connecting existing building (2) -150mm x 6mm – Anodised Aluminium - DTAC Pemko Threshold plate or equivalent. 2. External door 150mm x 6mm – Anodised Aluminium - DTAC Pemko Threshold plate or equivalent, with weather seal on base of door. 3. Internal door handles– Yale Bell Knob Passage Set Satin Chrome or equivalent. 4. External door handles– lockable Gainsborough Governor Entrance Knob set Stainless Steel or equivalent	Contractor

<b>PART 4</b>	<b>COMPLETE AND RETURN THIS PART</b>
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		(Note: Keyed to The Shires MSS27 – # 1 “Black” master key - Principal to provide supply details).
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All information is supplied for tendering purposes only and not approved for manufacture. Any significant design changes will be forwarded to all Tenderers.

**Contact**

Name: Sean Walker  
 Telephone: M: 0409840636  
 Email: [wf@uppergascoyne.wa.gov.au](mailto:wf@uppergascoyne.wa.gov.au)  
 Telephone: 08 99430988  
 Facsimile: 08 99430507

**4 TENDERER'S OFFER**

**4.2 FORM OF TENDER**

The Chief Executive Officer,  
 Shire of Upper Gascoyne  
 Lot 4 Short St, Gascoyne Junction WA

In response to this Request for Tender for the supply (prefabrication), delivery to site, placement on footings and installation of carports.

**RFT07 24-25 Shire Administration Building Extension**

Under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby tender the following sum to complete the Works referred to in the Request for Tender, and being:

**Additions and alterations to the existing Administration Building, to provide offices and storage archives, in accordance with the approved plans, at 4 Scott St in the townsite of Gascoyne Junction.**

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(AMOUNT IN WORDS)

(\$ \_\_\_\_\_)

**Individual Pricing** - Tenderers are to provide whole of cost pricing for the project. Tenderers should be aware that it is the Principals intention to award the Tender to an individual Tenderer who will become the sole Contractor.

	Description	Price (incl. GST)
	Additions and alterations to the existing Administration Building, to provide offices and storage archives, in accordance with the approved plans, at 4 Scott St in the townsite of Gascoyne Junction.	



**PART 4****COMPLETE AND RETURN THIS PART**

And I/we undertake to perform the work under the Contract in accordance with the General and Special Conditions of Contract attached to this Request and Drawing and approved plans, which documents I/we have examined, and I/we agree that this tender shall remain binding on me/us for 60 days, or such other period as stated in the Conditions of Tendering, from the date of correspondence requesting this tender and shall not be withdrawn during that period.

Name of Tender: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Signature of Authorised Officer: \_\_\_\_\_

Tenderer's Registration/Licence No: \_\_\_\_\_

Date: \_\_\_\_\_

**PART 4****COMPLETE AND RETURN THIS PART****4.3 GENERAL AND CORPORATE INFORMATION****4.3.1 INSURANCE COVERAGE**

<p>The insurance requirements for this Request are stipulated in the General Conditions of Contract. Tenderers are to supply evidence of their insurance coverage in a format as outlined below in “Attachment 1”. A copy of the Certificate of Currency is to be provided to the Principal within 21 days of acceptance.</p>	<p><b>Attachment 1</b>  <input type="checkbox"/>            Tick ✓ if attached</p>
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<i>Type</i>	<i>Insurer – Broker</i>	<i>Policy Number</i>	<i>Value (\$)</i>	<i>Expiry Date</i>
[insert applicable type]				
[insert applicable type]				

**4.3.2 OCCUPATIONAL SAFETY AND HEALTH**

<p>Tenderers must complete Appendix A “Contractor’s Occupational Health and Safety Management System Questionnaire and submit it labelled as “Attachment 2”.</p>	<p><b>Attachment 2</b>  <input type="checkbox"/>            Tick ✓ if attached</p>
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**4.4 RESPONSE TO SELECTION CRITERIA****4.4.1 Compliance Criteria**

<p>Have you complied with the Specification contained in this Request?</p>	<p>Yes <input type="checkbox"/>            No <input type="checkbox"/></p>
<p>Have you complied with the Conditions of Tendering contained in this Request?</p>	<p>Yes <input type="checkbox"/>            No <input type="checkbox"/></p>
<p>Have you complied with all necessary Licences and Registration?</p>	<p>Yes <input type="checkbox"/>            No <input type="checkbox"/></p>

<b>PART 4</b>	<b>COMPLETE AND RETURN THIS PART</b>
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Have you complied with and completed the price schedule?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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#### 4.4.2 Qualitative Criteria

Before answering the qualitative criteria, Tenderers shall note the following:

- (a) All information relevant to your answers should be contained within your Tender to each criterion;
- (b) Tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (c) Tenderers shall address each issue and complete each appendix outlined within a qualitative criterion.

<p><b>Methodology</b> Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <ul style="list-style-type: none"> <li>(a) Detail the procedures and process you intend to use to achieve the requirements of the Approved Plan;</li> <li>(b) Provide an outline of the provisional works program;</li> <li>(c) Outline a project schedule/timeline; and,</li> <li>(d) Describe the process for the delivery of the goods/services.</li> </ul> <p>Supply details in an attachment and label it "Attachment 3".</p>	<p><b>Attachment 3</b>  <input type="checkbox"/>                  Tick✓if attached</p>
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#### 4.5 PRICE INFORMATION

Are you prepared to allow a discount for prompt settlement of accounts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Attachment 4".	<p><b>Attachment 4</b>  <input type="checkbox"/>                  Tick✓if attached</p>

**5 APPENDIX A - CONTRACTOR'S OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM QUESTIONNAIRE**

This questionnaire forms part of the Principal's Tender evaluation process and is to be completed by tenderers and submitted with their Tenders and labelled as "Attachment 2". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

<b>OSH Policy and Management</b>	<b>YES</b>	<b>NO</b>
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Is there a written company health and safety policy? If Yes, provide a copy of the policy. Comments _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
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Does the company have an OSH Management System? If Yes, provide details. _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
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Is the OSH Management System audited or reviewed on a regular basis? If Yes, provide details of last audit and outcomes. _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
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Is there a company OSH organisation chart? If Yes, provide a copy. Comments _____ _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
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Are Health and safety responsibilities clearly identified for all employees? If Yes, provide details. _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
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\_\_\_\_\_  
\_\_\_\_\_

Are line managers held accountable for health and safety performances?    
If Yes, provide details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Safe Work Practices and Procedures** **YES** **NO**

Has the company prepared safe operating procedures or specific safety instructions relevant to it operations?    
If Yes, provide a summary listing of procedures or instructions.  
Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are safe operating procedures or specific safety instructions issued to employees?    
If Yes, please explain how this is done.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the company have any permit to work systems?    
If Yes, provide a copy of a standard incident report form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Which company personnel are responsible for investigating incidents?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do incident reports contain prevention recommendations?

Who is responsible for implementing remedial measures recommended?

Are these procedures to maintaining, inspecting and assessing the hazards of Plant operated/owned by the company?

If Yes, provide details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are their procedures to storing and handling hazardous substances?

If Yes, provide details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there procedures for assessing and controlling risks associated with manual handling?

If Yes, provide details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Occupation Safety and Health**

Describe how safety and health training is conducted in your company?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is a record maintained of all training and induction programs undertaken for employees in your company?

If Yes, provide examples of safety training records.

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Provide details of any company safety induction programs for company employees and or/Sub contractors.

**Safety and Health Workplace Inspection**

	<b>YES</b>	<b>NO</b>
Are regular health and safety inspections at work sites undertaken? If Yes provide details.	<input type="checkbox"/>	<input type="checkbox"/>

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Are standard work place inspection checklist used to conduct health and safety inspections? If Yes, provide details or examples.	<input type="checkbox"/>	<input type="checkbox"/>
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Who normally completes workplace safety and health inspections?

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How are workplace safety and health inspection reports dealt with?

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Is there a procedure by which employees can report hazards at workplaces? If Yes, provide details.	<input type="checkbox"/>	<input type="checkbox"/>
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**Safety and Health Consultation****YES NO**

Is there a workplace safety committee?  
If Yes, provide details.

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Are there guidelines on procedures governing the  
safety committee operation?

Are there employee elected health and safety  
representatives  
If Yes, provide details.

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Is there a company safety officer?  
Comments:

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**Safety and Health Performance Monitoring**

Is there a system for recording and analysing and  
safety performance statistics?  
If Yes, provide details.

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Is safety performance on the agenda of  
management meetings?  
If Yes, provide details.

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Is senior management involved in analysis of safety  
performance statistics?

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**PART 5**

**COMPLETE AND RETURN THIS PART**

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Has the company ever been convicted of an occupational health and safety offence    
If Yes, provide details.

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**6 APPENDIX B – CONSTRUCTION AND ENGINEERING PLANS FOR THE PROPOSED ADDITIONS**

See approved plans attached separately

**7 APPENDIX C – LOCAL PURCHASING POLICY****LOCAL PREFERENCE PURCHASING POLICY****Purpose**

The purpose of the Shire of Upper Gascoyne's Regional Price Preference Policy is to support local business and industry and to encourage employment of local people thereby generating economic growth within the Shire.

**Definitions**

For the purpose of this policy the region is defined as the geographical area which comprise of the whole of the Shire of Upper Gascoyne, Shire of Carnarvon, Shire of Shark Bay and the Shire of Exmouth.

Local Industry is defined in the policy as being a business / organisation substantially trading from a recognised business address within the region. This policy requires the business to have been operating out of a local premises for a continuous period of not less the 6 (six) months.

**Policy Content**

- a) Unless specifically excluded in advance of advertising, a Regional Price Preference will apply to purchases when calling tenders or purchasing goods and services; and
- b) The regional pricing preference to be given to a regional tenderer / supplier is outlines below and represents the amount by which the regional tenders price bids or other quotations would be reduced for the purpose of assessing the tender or quotations.

CONSTRUCTION / BUILDING SERVICES	
Value of Tender / supply by Regional Supplier	Regional Price Preference
\$0 to \$20,000	\$0 + 10% excess above \$0
\$20,000 to \$50,000	\$1000 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$2,200 + 3% of excess above \$50,000
\$100,000 to \$250,000	\$3,700 + 2% above \$100,000
Above \$250,000	\$6,700 + 1% excess above \$250,000

Subject to the maximum regional price preference capped at \$50,000