



## Request for Tender

---

<b>Request for Tender:</b>	<i>Design &amp; Construct of Multi-Purpose Play Surface at Cunderdin Sport &amp; Recreation Centre</i>
<b>Deadline:</b>	<i>3pm, Thursday 11 September 2025</i>
<b>Address for Delivery:</b>	<i>Hand delivered to 37 Lundy Avenue, Cunderdin WA 6407</i> <i>or</i> <i>Email: <a href="mailto:tenders@cunderdin.wa.gov.au">tenders@cunderdin.wa.gov.au</a></i>
<b>RFT Number:</b>	<i>RFT 02 – 25/26</i>

# Table of Contents

---

## Contents

<b>1</b>	<b>Conditions of Tendering</b>	<b>5</b>
1.1	Definitions	5
1.2	Tender Documents	5
1.3	How to Prepare Your Tender	6
1.4	Contact Persons	6
1.5	Tender Briefing/Site Inspection	6
1.6	Customs Duty	7
1.7	Site Allowances	7
1.8	Lodgement of Tenders and Delivery Method	7
1.9	Rejection of Tenders	7
1.10	Late Tenders	8
1.11	Acceptance of Tenders	8
1.12	Disclosure of Contract Information	8
1.13	Tender Validity Period	8
1.14	Precedence of Documents	8
1.15	Alternative Tenders	8
1.16	Tenderers to Inform Themselves	9
1.17	Alterations	9
1.18	Risk Assessment	9
1.19	Evaluation Process	10
1.20	Selection Criteria	10
1.21	Compliance Criteria	11
1.22	Qualitative Criteria	11
1.23	Value Considerations	11
1.24	Regional Price Reference ( <i>optional</i> )	12
1.25	Price Basis	12
1.26	Ownership of Tenders	13
1.27	Canvassing of Officials	13
1.28	Identity of the Tenderer	13
1.29	Costs of Tendering	13
1.30	Tender Opening	13
1.31	Monetary Values	13
1.32	In House Tenders	14
<b>2</b>	<b>Specification</b>	<b>15</b>

# Table of Contents

---

2.1	Contract Requirements in Brief .....	15
2.2	Introduction.....	15
2.3	Background Information .....	15
2.4	Definitions .....	16
2.5	Scope of Work .....	16
5.1	Specific Requirements of the Contract .....	18
5.2	Implementation Timetable.....	19
<b>6</b>	<b>General Conditions of Contract .....</b>	<b>20</b>
6.1	Insurances.....	20
6.2	Period of Contract and Termination .....	20
<b>7</b>	<b>Special Conditions of Contract.....</b>	<b>21</b>
7.1	Environmental Protection .....	21
7.1.1	Site Control.....	21
7.1.2	Vehicles .....	21
7.1.3	Refuse Disposal .....	21
7.1.4	Smoking on Construction Sites.....	21
7.2	Contractor's Representative .....	22
7.3	Existing Improvements .....	22
7.4	Temporary Safety Fence (where necessary).....	22
7.5	Materials, Labour and Constructional Plan .....	22
7.5.1	Workmen's Amenities .....	22
7.6	Materials and Work .....	22
7.6.1	Regulations .....	22
7.6.2	Chemical Information.....	23
7.6.3	Trade Names .....	23
7.6.4	Safety Management Plan.....	23
7.6.5	Induction Training.....	23
7.6.6	Pre-Job Planning.....	24
7.6.7	Site and Public Security .....	24
7.6.8	Occupied Sites.....	24
7.6.9	Materials to be Supplied by the Principal .....	25
7.6.10	Services Installation.....	25
7.6.11	Working Hours .....	25
7.6.12	Schedule of Warranties.....	25
7.6.13	Brands of Material Schedules .....	25
7.6.14	Goods and Services Tax (GST).....	26
<b>8</b>	<b>Tenderer's Offer .....</b>	<b>27</b>

# Table of Contents

---

8.1	Form of Tender .....	27
8.2	Selection Criteria .....	28
8.2.1	Compliance Criteria.....	28
8.2.2	Qualitative Criteria.....	30
8.3	Price Information .....	32
8.3.1	Price Schedule.....	32
8.3.2	Lump Sum .....	32
<b>9</b>	<b>Contractor's Occupational Safety and Health Management System Questionnaire</b>	<b>34</b>
<b>10</b>	<b>Attachments .....</b>	<b>37</b>
10.1	Regional Price preferences .....	37
10.2	Proposed layout plan .....	40

## 1 Conditions of Tendering

### 1.1 Definitions

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

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the Design & Construct of Multi-Purpose Play Surface at Cunderdin Sport & Recreation Centre in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Shire of Cunderdin
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The Design & Construct of Multi-Purpose Play Surface at Cunderdin Sport & Recreation Centre requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.

### 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Specification 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 – Tenderer's Offer (*complete and return this part*).

Part 6 – Contractor’s Occupational Safety and Health Management System

Questionnaire (*complete and return this part*).

Part 7 – Attachments (read and keep this part)

### **Separate Documents**

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

## **1.3 How to Prepare Your Tender**

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

## **1.4 Contact Persons**

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

<b>Name:</b>	Liezl De Beer
<b>Telephone:</b>	0427 229 754
<b>Email:</b>	Liezl.debeer@cunderdin.wa.gov.au

## **1.5 Tender Briefing/Site Inspection**

Attendance at a site meeting is mandatory.

Tenderers are recommended to attend a site inspection on 7 August 2025 at 11am. If due to unforeseen circumstances contractors are unable to attend this site inspection, an alternative inspection time can be organised by contacting the contact person.

The location of the meeting is 1 Lundy Avenue, Cunderdin WA 6407.

The Site Inspection will provide Tenderers with the opportunity to clarify any uncertainties with the contact person prior to the closing of the tender.

Please confirm with the contact person, Liezl De Beer, by email ([Liezl.debeer@cunderdin.wa.gov.au](mailto:Liezl.debeer@cunderdin.wa.gov.au)) your attendance of the recommended site meeting no later than 4pm Wednesday, 6 August 2025.

Failure to attend a Briefing/Site Inspection will render the Tenderer ineligible to Tender.

### **1.6 Customs Duty**

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

### **1.7 Site Allowances**

This contract is not subject to adjustment for Site allowances.

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

The Tender must be lodged by the Deadline. The Deadline for this request is Thursday, 31 July 2025 at 3pm.

The Tender is to be:

- a) Placed in a sealed envelope clearly endorsed with the tender number and title as shown on the front cover of this Request; and
- b) Delivered by hand and placed in the Tender Box at Shire of Cunderdin Administration Office at 37 Lundy Avenue, Cunderdin WA 6407 (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Cunderdin Administration Office at 37 Lundy Avenue, Cunderdin WA 6407.
- c) Electronic mail Tenders will be accepted ([tenders@cunderdin.wa.gov.au](mailto:tenders@cunderdin.wa.gov.au)). If a confirmation email has not been received, please contact Liezl De Beer.

Tenders submitted by Facsimile will not be accepted.

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

### **1.9 Rejection of Tenders**

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or

- c) It may be rejected if it fails to comply with any other requirements of the Request.

### **1.10 Late Tenders**

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

### **1.11 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

Please note that, due to Local Government Election Caretaker Mode, the allocation and acceptance of this tender will be deferred until the conclusion of the caretaker period, with decisions expected to occur at the end of October 2025.

### **1.12 Disclosure of Contract Information**

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

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

### **1.13 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.14 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.

### **1.15 Alternative Tenders**

All Alternative Tenders may be accompanied by a conforming Tender.



Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked “ALTERNATIVE TENDER”.

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

Any printed “General Conditions of Contract” shown on the reverse of a Tenderer’s letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an “Alternative Tender”.

### **1.16 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

### **1.17 Alterations**

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

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

### **1.18 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and

- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

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

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

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

### **1.19 Evaluation Process**

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

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

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (eg tendered prices and other relevant whole of life costs are considered).
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

### **1.20 Selection Criteria**

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be

assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

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

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

### 1.21 Compliance Criteria

These criteria are detailed within *Part 5* of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### 1.22 Qualitative Criteria

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

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### 1.23 Value Considerations

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

Criteria	Weighting
Tendered Price	60%

### **1.24 Regional Price Reference (optional)**

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Cunderdin – Regional Price Preference as adopted by the Shire of Cunderdin (adopted 26 July 2023).

The Policy stipulates that: This preference enables businesses/contractors within the preference area to claim a price preference for their whole bid, regardless of the origin of the labour or materials, as all labour and materials are deemed to be regional content. The following levels of preference are to be applied to whole of contract for all purchasing under this provision:

<b>Reduction % to be applied to whole of purchase</b>	<b>Contract for</b>	<b>Maximum reduction value per purchase</b>
10%	Goods or services	\$20,000
5%	Construction (incl. building and roadworks etc) services	\$30,000

To qualify as a local business/contractor, a supplier must meet the following conditions:

- i) A permanent business location in the preference region for at least six (6) months. Local Government (Functions and General) Regulations 1996 states that the 6 month calculation is based on the period prior to when the tender closes.
- ii) Have permanent staff based in the preference region
- iii) Management and delivery of the majority of the quotation / contract will be carried out from their business location in the preference region.

The price of the bids from the local businesses/contractors will be reduced / discounted for evaluation purposes only, by the percentage to the maximum value set out in this clause. Refer to Appendix 10.1 for details on the Regional Price Preference Policy.

### **1.25 Price Basis**

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

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

### **1.26 Ownership of Tenders**

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

### **1.27 Canvassing of Officials**

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

### **1.28 Identity of the Tenderer**

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

### **1.29 Costs of Tendering**

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

### **1.30 Tender Opening**

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

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

The Tender Opening will be held on or as soon as practicable after the Deadline at 37 Lundy Avenue, Cunderdin WA 6407.

### **1.31 Monetary Values**

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc) are net values. They do not include Goods and Services Tax (GST).

### **1.32 In House Tenders**

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

## **2 Specification**

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

The Principal is seeking tenders from suitably qualified contractors for the Design & Construct of Multi-Purpose Play Surface at Cunderdin Sport & Recreation Centre, including (but not limited to) the following components:

- Site preparation, including ground levelling and compaction,
- Construction of a cushioned play surface (approximately 1517m<sup>2</sup>) along with supporting hard cover surface (approx. 379m<sup>2</sup>) surrounding the play surface.
- Line marking for basketball & netball.
- Basketball/Netball reversable Towers.
- Optional item: drainage system on the edge of the support service.

A full statement of the goods/services required under the proposed contract appears in the Specification *Part 2.5*.

### **2.2 Introduction**

This project involves the delivery of a multi-use sports play surface (netball & basketball) as part of a larger project which involves a covered outdoor sporting facility suitable for community, club, and regional-level netball and basketball activities. The purpose of this development is to install a cushioned play court surface within the newly constructed hard covered shelter area. This will enable expanded community use, improves amenity, and meets the minimum standards required for competition and training.

The proposed infrastructure will enable broader usage across clubs, schools, and community groups, while ensuring safety, comfort, and accessibility in all weather conditions.

### **2.3 Background Information**

The existing court is aged and no longer meets the functional or safety requirements for the local sporting community. Following stakeholder engagement and preliminary site assessments, the Local Government has identified the need for a more durable, sheltered, and feature-equipped court space to support increased participation and year-round use. This included the decommissioning of the current court play surface, and construction of a hard cover shelter and associated services (lights/cctv etc.). The court play and supporting surface project, is the last stage of the project, to ensure that we provide a high-quality recreational facility.

This contract is expected to contribute significantly to community health and wellbeing, support local sporting development, and improve asset resilience and functionality.

## **2.4 Definitions**

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

**Contractor's Representative:** Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;

**Principal's Representative** Means any Officer of person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;

**Works or Services:** Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;

## **2.5 Scope of Work**

The Scope of Work includes the **design and construction** of a court play surface and supporting hard cover support service.

**Key Components of the Scope include:**

- **Court Surface (provide pre-construction drawings/layout plan)**
  - Surface preparation including infill and compaction to geotechnical standards suitable for court surface.
  - Supply and construct a cushioned dual play surface suitable for both basketball and netball (approx. 1517m<sup>2</sup>).
  - Court play surface to meet relevant standards and dimensions for both sports.  
Reference:
    - Netball Dimensions Guide – WA Gov
    - <https://www.dlgsc.wa.gov.au/sport-and-recreation/sports-dimensions-guide/basketball>
    - Allow for sufficient run off space and space between each court.
  - Allow for surface fall of 1% towards the western side of the court.
  - Include 2 colour options for surface.
  - Line markings for both sports in two distinct colour options.
  - Level of playing field to be flush with top level of limestone blocks.
  - Allow for hardwearing concrete or similar surfacing outside of play area up to the edge of the shed and limestone wall for pedestrian seating and circulation (approx. 379m<sup>2</sup>).
  - Basketball/Netball reversible Towers:
    - Supply and install 4x basketball/netball towers.



- Towers to be fixed, heavy-duty, outdoor-rated steel with protective padding.
  - Include regulation-size backboards with:
    - Basketball ring mounted at 3.05m (10 ft) for adult play.
    - Netball ring mounted on the reverse side
    - All equipment must comply with:
      - Basketball Australia equipment standards/ backboard safety and dimension guidelines
      - Netball WA outdoor ring according to play standards
  - Include installation of concrete footings as required for structural stability.
  - Ensure anchoring of towers does not compromise the surface integrity or shock-absorbing properties of the play area.
- **Optional item: Drainage**
    - Install minimum 150mm wide grated storm drainage (at least 100mm deep) on two sides (eastern & southern) of the court (approx. 100 linear meters total) which is level to the court surface.
    - Drainage grates must be:
      - Pedestrian-safe
      - Drive-over rated
      - Feed into road system

### **3 Contract Period**

The works must be completed within a **timeframe specified by the Principal** upon award of contract. Tenderers should propose realistic construction schedules based on the components they are bidding for (include timeline/GANTT chart).

### **4 Tender Options**

Tenderers may submit a proposal for **one or all components** of the Scope. The Principal reserves the right to award the contract in full or by separate components, based on best value, capability, and availability.

### **5 Exclusions**

- Ongoing maintenance of the facility post-construction is **not included** in the scope.
- No requirement for spectator seating supply (unless specifically proposed as a value-add).

## **6 Coordination with Other Contractors**

The Tenderer shall be required to coordinate and cooperate fully with other contractors and service providers who may be undertaking concurrent works on the same site. While the Principal will make every reasonable effort to schedule works to avoid disruption to the Tenderer's program, it must be acknowledged that unforeseen circumstances may necessitate the presence of additional contractors during the contract period. The successful Tenderer must allow for flexibility in programming, access, and working arrangements to accommodate such situations. The Principal reserves the right to sequence and coordinate works as necessary to ensure overall project efficiency

### **5.1 Specific Requirements of the Contract**

#### **a) Performance Measures (KPIs), Targets and Outcomes**

- Completion of each component (court surface, drainage) within agreed timeframes.
- Compliance with all listed Australian Standards and safety regulations.

#### **b) Technical Information**

- **Outdoor Court surface:** Similar to current surface which is a cushioned acrylic play surface (Mapei Comfort court with 4mm soft court mat, two filler coats & two top coats of all-weather multi-sports court surface); two-colour line marking for netball and basketball, compliant with WA sport regulations.
- **Drainage:** at least 150mm wide, trafficable grates; minimum 100 linear metres; connected to road stormwater outlet.

#### **c) Delivery/Supply Methods**

- All items must be delivered to site in coordination with Principal's project manager.
- Contractor responsible for securing and protecting all materials prior to and during installation.

#### **d) Reporting Requirements**

- Weekly progress updates during construction phase (email or site meetings).
- Incident and variation reports to be submitted within 24 hours of occurrence.
- Final compliance report and warranties/certificates at project completion.
- Usage reports must be retrievable by the Principal via lighting control software.

**e) Contract Management Details**

- A nominated project supervisor must be assigned by the contractor for the duration of the works.
- The Principal will conduct regular site inspections with the contractor.
- Any changes to the scope must be approved in writing by the Principal.

**f) Standards**

All components must comply with the latest versions of relevant **Australian Standards**, including (but not limited to):

- AS 1428 – Design for Access and Mobility
- National Construction Code (NCC)

**g) Testing**

- **Surface:** Verification of cushioning, traction, and line marking to relevant sport specs.
- **Stormwater:** Flow test to ensure appropriate off-site drainage and compliance with local requirements.

## **5.2 Implementation Timetable**

Tenderers are required to submit a **detailed implementation timetable**, broken down by major project components, including but not limited to:

- **Start date and mobilisation**
- **Site preparation and groundworks**
- **Construction of the sports surface and drainage**
- **Testing, commissioning, and rectification period (if required)**
- **Practical completion and handover**

The schedule must clearly identify milestones, critical path items, and proposed completion dates, along with any risks related to long-lead items or delivery delays.

The Principal's preferred completion timeframe by March 2026, though alternative timelines may be accepted if they are realistic, achievable, and clearly justified.

## 6 General Conditions of Contract

### 6.1 Insurances

**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 (optional)** – 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.

### 6.2 Period of Contract and Termination

The Contract is to be completed on supply of the Requirements.

## **7 Special Conditions of Contract**

### **7.1 Environmental Protection**

#### **7.1.1 Site Control**

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, 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 bylaws 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; and
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

#### **7.1.2 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.

#### **7.1.3 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.

#### **7.1.4 Smoking on Construction Sites**

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as “no smoking” areas.

## **7.2 Contractor's Representative**

The Contractor's 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.

## **7.3 Existing Improvements**

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

## **7.4 Temporary Safety Fence (where necessary)**

The Contractor shall provide a temporary fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and health Regulations 1996 and with any amendments that may be made to the Act and the Regulations.

## **7.5 Materials, Labour and Constructional Plan**

### **7.5.1 Workmen's Amenities**

The Contractor shall 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

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Superintendent.

## **7.6 Materials and Work**

### **7.6.1 Regulations**

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

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

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

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

#### **7.6.2 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.

#### **7.6.3 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 are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

#### **7.6.4 Safety Management Plan**

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

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

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

#### **7.6.5 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 inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to 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.

#### **7.6.6 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 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 with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

#### **7.6.7 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.

#### **7.6.8 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 Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

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.



#### **7.6.9 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.

#### **7.6.10 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 be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

#### **7.6.11 Working Hours**

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

- a) *Monday to Friday between the hours of 7am and 6pm.*
- b) *Saturday between the hours of 8am and 5pm.*
- c) *No work allowed on Sundays.*
- d) *The Shire reserves the right to direct the Contractor to temporarily cease works at any time to accommodate community events, activities, or other operational needs. Reasonable notice will be provided where possible, and such directions shall not give rise to any claim for delay or additional costs by the Contractor.*

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

#### **7.6.12 Schedule of Warranties**

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including the following items of work, materials or equipment:

- a) *Play court surface*
- b) *Basketball/Netball reversable towers and associated backboards*

#### **7.6.13 Brands of Material Schedules**

The Contractor shall, within fourteen (14) 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.

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

For the purposes of this clause:

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

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

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

## **8    Tenderer's Offer**

### **8.1   Form of Tender**

The Chief Executive Officer  
*Shire of Cunderdin*  
37 Lundy Avenue, Cunderdin WA 6407

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

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

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

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

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

#### **In response to Request for Tender (RFT 02-25/26) Design & Construct of Cunderdin Hard Cover Sports Shelter, Multi-purpose Court Play Surface, and Supporting Infrastructure:**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

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

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

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

## 8.2 Selection Criteria

### 8.2.1 Compliance Criteria

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

Description of Compliance Criteria	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their relevant licences/registrations.	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Risk Assessment  Tenderers must address the following information in an attachment and label it “ <b>Risk Assessment</b> ”: <ul style="list-style-type: none"> <li>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></li> <li>ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i></li> <li>iii) <i>Provide the organisation’s directors/company owners and any other positions held with other organisations.</i></li> <li>iv) <i>Provide a summary of the number of years your organisation has been in business.</i></li> <li>v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i></li> </ul>	Yes / No

**Part 5 COMPLETE AND RETURN THIS PART**

<p>vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i></p> <p>vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i></p> <p>viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p> <p>ix) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i></p> <p>x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i></p> <p>xii) <i>In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</i></p>	<p>Yes / No</p>
<p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds “umbrella Insurance” please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 30 days of acceptance.</p>	

### 8.2.2 Qualitative Criteria

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

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

<b>A. Relevant Experience, Personnel Skills and Experience, Resources</b>  Tenderers must address the following information in an attachment and label it “ <b>Experience</b> ”:	<b>Weighting</b>  <b>&lt;15%&gt;</b>	
<p>a) <i>Provide a short summary (maximum 3 pages) of similar works undertaken (with images) include the following details:</i></p> <ul style="list-style-type: none"> <li>• <i>Provide scope of the Tenderer’s involvement including details of outcomes for similar projects.</i></li> <li>• <i>Provide details of issues that arose during the project and how these were managed.</i></li> <li>• <i>Demonstrate competency and proven track record of achieving outcomes.</i></li> </ul> <p>b) <i>Provide a short summary of key staff inclusive of membership to any professional or business association, qualifications etc. (maximum 3 pages).</i></p> <p>c) <i>Provide a short summary (maximum 3 pages) of:</i></p> <ul style="list-style-type: none"> <li>• <i>Plant, equipment and materials.</i></li> <li>• <i>Any contingency measures or backup of resources including personnel (where applicable).</i></li> </ul>	<b>“Relevant Experience”</b>	<b>Tick if attached</b>  <input type="checkbox"/>

<p><b>B. Demonstrated Understanding</b></p> <p>Tenderers must address the following information in an attachment and label it “<b>Demonstrated Understanding</b>”:</p>	<p><b>Weighting</b></p> <p><b>&lt;25%&gt;</b></p>	
<p><i>a) A project schedule/timeline (where applicable).</i></p> <p><i>b) Proposed designs/layout plans, materials etc. (where applicable)</i></p> <p><i>c) Demonstrated understanding of the Scope of Work.</i></p> <p><i>d) Warrantee documents</i></p>	<p><b>“Demonstrated Understanding”</b></p>	<p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p>Supply details and provide an outline of your proposed methodology in an attachment labelled “<b>Demonstrated Understanding</b>”.</p>		

### 8.3 Price Information

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

#### 8.3.1 Price Schedule

Are you prepared to offer a fixed price?	<b>Yes / No</b>
--	-----------------

#### 8.3.2 Lump Sum

The Tenderer shall price all tasks in the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

##### Breakdown of Lump Sum

No	Task	Amount
1.	Site Preparation works	
2.	Cushioned Play Surface	
3.	Hard cover surface (supporting area)	
4.	Basketball/netball reversing towers and other works	
5.	Optional item: Drainage	
	<b>Total Lump Sum Price (ex GST)</b>	
	<b>Total GST Component</b>	
	<b>Total Lump Sum Price (inc GST)</b>	

*Amount in Words:*

#### 8.3.3 Milestone Payment Schedule

Tenderers are required to submit a proposed Milestone Payment Schedule aligned to the delivery of defined project stages. Progress payments will be considered only upon the satisfactory completion of specific, pre-agreed milestones, subject to verification by the Principal or its representative.



**Part 5 COMPLETE AND RETURN THIS PART**

Tenderers must provide:

- A breakdown of the total Contract Price into clearly defined project milestones;
- The monetary value or percentage of the Contract Price allocated to each milestone;
- A brief description of the milestone and the associated deliverables that will trigger invoicing eligibility.

Milestones should correspond with the major project components outlined in the submitted Project Schedule/Timeline, such as mobilisation, site preparation, construction phases, installation of infrastructure, and practical completion.

The Principal reserves the right to negotiate the final structure and timing of milestone payments to ensure alignment with project governance, risk management, and performance assurance objectives. Preference will be given to milestone schedules that demonstrate a strong link between payment and tangible progress, thereby incentivising timely and efficient delivery of the works.

<b>Milestone No</b>	<b>Project Stage / Milestone Description</b>	<b>Proposed Payment Trigger Description</b>	<b>% of Total Contract Price</b>	<b>Amount</b>

## 9 Contractor's Occupational Safety and Health Management System Questionnaire

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

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

**Part 6      COMPLETE AND RETURN THIS PART**

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

**Part 6      COMPLETE AND RETURN THIS PART**

<hr/> <hr/> <hr/>		
Are there procedures for storing and handling hazardous substances? If Yes, provide details. <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>

## 10 Attachments

### 10.1 Regional Price preferences

#### Shire of Cunderdin Council Policy Manual

#### 3.2      **Purchasing – Regional Price Preference**

##### **POLICY STATEMENT**

This Policy applies to all purchasing and procurement activity and is not limited to tendering.

The Regional Price Preference applies to providers and suppliers –

- i) established within the preference region,
- ii) based outside the preference region.

##### **APPLICATION**

The following Policy Schedules are adopted, and form part of this Statement –  
Policy Schedule 3.2.1 – Regional Price Preference.

##### **OBJECTIVE**

To ensure that when purchasing goods and services, the Shire achieves the best possible value for money whilst supporting local businesses and industry and generating economic growth within the Shire.

##### **STATUTORY CONTEXT**

*Local Government (Functions and General) Regulations 1996 –*

##### **CORPORATE CONTEXT**

Delegations Register –

3.1 – Municipal Fund – Incurring Expenditure

3.7 – Tenders – Authority to set, specifications, criteria, call, accept, vary

3.8 – Contracts – Variations

Policy Manual –

3.1 – Purchasing – Framework

3.3 – Transaction Cards

##### **HISTORY**

Former Policy Adopted                      20 December 2018

Policy Revision Adopted                  26 July 2023

##### **REFERENCES**

Statutory requirements under the Functions & General Regulations if a policy is to be adopted –

- i) Statewide notice of proposed policy, amendment or revocation,
- ii) public comment period of 4 weeks,
- iii) submissions considered prior to adoption, and
- iv) Statewide notice of adoption.

Approved panel arrangements for suppliers as permitted by the Regulations are not in place.

#### 3.2.1      **Schedule 3.2.1 – Regional Price Preference**

Definitions

**price preference** is the application of a discount to the price when comparing submitted prices only, so as to give a marginal advantage to a regional offer, and does not refer to the price that is to be accepted; preference region is specified as the geographical area which comprises the whole of the Shires of Cunderdin and Tammin;

**regional tenderer** as defined under the *Local Government (Functions and General) Regulations 1996* s 24B(2) as a supplier that has been operating a business continuously out of premises within the region for at least 6 months and submits a tender for the supply of goods and/or services;  
start up businesses means a business of less than 10 employees, which has commenced within the preceding 6 months prior to closing date of tender, or would be established specifically for the purposes of the tender;

**regional content preference** is the incentive for businesses/contractors outside the region to purchase goods, services and construction from within the region, but excludes travel and accommodation costs;

## Shire of Cunderdin Council Policy Manual

**tenderer** includes a new or start up business where the owner or provider has been resident of the region for at least 6 months.

### Preference principles

The Shire will encourage local industry to do business with the Shire by providing incentive through the adoption of a regional price preference advantage in conjunction with standard evaluation considerations, and as part of usual procurement consideration.

The price preference will apply to suppliers who are based in, and operate from the preference region in relation to all purchasing by the Shire for the supply of goods and services and construction (building) services, unless specifically stated otherwise, providing they are competitive in regard to specification, service, delivery and price.

### Start-up Businesses

Where a new or start up business having less than 10 employees makes a submission, the anticipated longevity of the business, its relevance to the region and if goods or service previously not available in the region, are to constitute a component of "value for money" or "most advantageous" considerations as per Function and General Regulations r.24D(3). Reasons are to be itemised, and detailed as part of the "value for money" evaluation in accordance with Policy Sch.3.1(a) – Purchasing Principles.

### Regional business preference

This preference enables businesses/contractors within the preference area to claim a price preference for their whole bid, regardless of the origin of the labour or materials, as all labour and materials are deemed to be regional content.

The following levels of preference are to be applied to whole of contract for all purchasing under this provision:

Reduction % to be applied to whole of purchase	Contract for	Maximum reduction value per purchase
10%	Goods or services	\$20,000
5%	Construction (incl. building and roadworks etc) services	\$30,000

To qualify as a local business/contractor, a supplier must meet the following conditions:

- i) A permanent business location in the preference region for at least six (6) months.  
Local Government (Functions and General) Regulations 1996 states that the 6 month calculation is based on the period prior to when the tender closes.
- ii) Have permanent staff based in the preference region
- iii) Management and delivery of the majority of the quotation / contract will be carried out from their business location in the preference region.

The price of the bids from the local businesses/contractors will be reduced / discounted for evaluation purposes only, by the percentage to the maximum value set out in this clause.

### Regional Content Preference

Some businesses / contractors may be based outside the preference region, but utilise significant resources based in the preference region. This preference provides an incentive for businesses / contractors outside the preference region to purchase goods, services and construction from within the preference region.

**Shire of Cunderdin  
Council Policy Manual**

The preference applies to the value of the goods, materials or services that are purchased from within the preference region and are referred to as Regional Content.

The following levels of preference are to be applied to the portion of the proposal claimed / identified as the Regional Content portion of the contract for all purchasing under this policy:

<b>Reduction % to be applied to Regional Content only of purchase</b>	<b>Contract for</b>	<b>Maximum reduction value per purchase</b>
10%	Goods or services	\$20,000
5%	Construction (incl. building and roadworks etc) services	\$30,000

Regional content limitations for suppliers based outside the preference region are:

- i) some or all of the goods, materials or services are to be supplied from regional sources. The preference only applies to that part of the tender or quote that has been supplied from regional sources, which needs to be specified in the submission.
- ii) businesses outside of the preference region who claim that they will use regional business in the delivery of the contract outcomes –
  - e. must stipulate who the regional provider will be and the value of the regional content, and
  - f. will be required as part of the contract conditions, to demonstrate that they have actually used the regional provider.

The price of the bids from the businesses/contractors using preference region content will be reduced for evaluation purposes and for that component of the bid only, by the amounts set out in above.

**Scope**

It should be noted that price is only one factor to be considered when the Shire assesses submissions. Accordingly, a regional submission where price is within the preference is not guaranteed of procurement, as the submission must also meet other relevant criteria, as per Policy 3.1 – Purchasing Framework.

– End of Schedule

## **10.2 Proposed layout plan**

Attached as separate document.

END OF DOCUMENT