



Request for Tender

Request for Tender:	RFT02-2025
Deadline:	5pm on 26 September 2025
Address for Delivery:	TENDER SUBMISSIONS MUST BE SUBMITTED VIA ONE OF THE FOLLOWING METHODS: Email: brian.robinson@northampton.wa.gov.au OR Via Post: PO Box 61, Northampton WA, 6535. OR Via hand: Shire Office at 199 Hampton Road, Northampton

TENDERERS WHO DOWNLOAD THE TENDER DOCUMENTS DIRECT FROM THE SHIRE WEBSITE OR OBTAIN THEM BY ANY OTHER MEANS ARE REQUIRED TO SEND AN EMAIL DIRECTLY TO THE NOMINATED CONTACT PERSON TO ENSURE THAT YOU RECEIVE ALL TENDER ADDENDA. FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DEEMED NON-CONFORMING AND MAY NOT BE EVALUATED.

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1 GENERAL INFORMATION FOR TENDERERS

1.1 General

This PART 1 provides Tenderers with a brief description of the services required and a background to the Tender process. If there is any conflict between it and the detailed Specifications in the later Sections of these documents, the requirements in the later Sections shall have precedence.

This Request for Tender is comprised of the following parts:

- Part 1 – General Information for Tenderers (read and keep this part);
- Part 2 – Conditions of Tendering (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 - Tenderers Offer and Responses (complete and return this part);**
- **Part 6 – Tender Response Schedules (complete and return this part including all schedules); and**
- Part 7 – Appendices (read and keep this part)

Separate Documents

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

1.2 Contract Requirements in Brief

The Principal is the recipient of an \$8.1 million grant from the Western Australian State Government relating to Stage 1 of the Kalbarri Foreshore Revitalisation Project. A plan showing the extent of Stage 1 is shown overleaf as Figure 1.

In April 2021, Tropical Cyclone Seroja caused significant damage to both private and public infrastructure within the Kalbarri Community. The response to the natural disaster was multifaceted and include the following in relation to the Murchison River foreshore and the adjacent coastline:

- Federally funded disaster recovery funding, facilitating re-instatement of infrastructure from Chinaman's Point to Jacques Point; and
- In 2022 the Kalbarri Foreshore Revitalisation Master Plan (the Master Plan) was prepared by Tourism Western Australia in consultation with the State of Western Australia and the Principal, following a public consultation process including workshops with the Kalbarri Community.

Figure 1



**Note: Above plan sourced from Kalbarri Foreshore Landscape Plan*

Part 1 READ AND KEEP THIS PART

Subsequently, the State has awarded the \$8.1 million grant to the Principal for implementation of identified elements of the Master Plan that were to be included in Stage 1 of the revitalisation project, based on an opinion of probable cost. Copies of the approved Landscape Master Plan concepts and Opinion of Probable Cost (OPC) are shown at Appendix 2.

Following a detailed public consultation process regarding the proposed elements within Stage 1 of the revitalisation program, the Principal has identified that there are several elements that do not have the support of the Kalbarri community and as a result the Principal does not wish to proceed with those elements.

As expenditure of the \$8.1 million grant is tied to both the approved budget and the Landscape Master Plan concepts, which have been drawn from the Master Plan. There is a need to review the current content of the Master Plan and Landscape Master Plan prior to proceeding with a revised project. The Principal is therefore seeking to appoint suitably qualified consultants to assist the Shire undertaking this review and preparing a Project Management Plan for a revised Stage 1.

A copy of the Master Plan is shown at Appendix 3, whilst a detailed scope of work is described in detail in section 1.5 overleaf.

1.3 Contract Objectives

The Objectives of the Contract include the following:

- To complete the scope of work in compliance with this specification in order to facilitate a revised Stage 1 for the Kalbarri Foreshore Revitalisation Project.
- To complete the scope of work in a safe, cost-effective and efficient manner in order to achieve an acceptable standard of performance in accordance with industry standards and standards required by this specification.
- To ensure compliance with the Shire of Northampton's purchasing and procurement policies as well as the Shire's Disability Access Inclusion Plan. Refer to the Shire's website for further information.

1.4 Definitions

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

Attachments:	The documents you attach as part of your Tender.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
Deadline:	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
General Conditions	Means the General Conditions of Contract for the Provision of

Part 1 READ AND KEEP THIS PART

of Contract:	Services nominated in Part 3.
Offer:	Your offer to supply the Requirements.
Principal:	Shire of Northampton.
Request OR RFT OR Request for Tender:	This document.
Requirement:	The Services requested by the Principal.
Selection Criteria:	The Criteria used by the Principal in evaluating your Tender.
Specification:	The Statement of Requirements that the Principal requests you to provide if selected.
Principal's Representative:	To be appointed by the Shire of Northampton.
Tender:	Completed Offer form, Response to the Selection Criteria and Attachments.
Tenderer:	Someone who has or intends to submit an Offer to the Principal.
Works or Services:	Means the Works or Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract.

1.5 Scope of Work

The Contractor is required to complete a review of the Kalbarri Foreshore Revitalisation Master Plan June 2022 and Landscape Master Plan detailed design concepts, prepare a revised Opinion of Probable Costs and prepare a Project Management Plan for a revised Stage 1 of the Kalbarri Foreshore Revitalisation Management Plan.

A thorough and detailed review of the Master Plan and Landscape Plan is required to be completed to facilitate revision of those elements to be included in Stage 1. In order to complete this review, the Contractor will be required to undertake the following:

1.5.1 Detailed Examination of Existing Services

Existing services within the foreshore reserve are limited and not well documented to inform the revised Master Plan. The Contractor will be required to identify and map:

- Existing services relating to Western Power located within the foreshore reserve and adjacent to George Grey Drive road reserve;
- Existing connections to Western Power within the Reserve;
- Existing foreshore reserve connections to the Water Corporations Reticulated water and sewerage services;
- Existing Drainage infrastructure; and
- Existing on-site effluent disposal systems.

Plans detailing the above are to be provided to the Principal in Drawing Exchange Format (.dxf), or other format as may be agreed.

1.5.2 Review of the Master Plan and Landscape Master Plan and Production of Revised Plans

Complete a comprehensive review of both the Master Plan and Landscape Master Plan shown at Appendices 2 and 3 of this Tender and produce revised, detailed Concept Plans relating to Stage 1 of the Kalbarri's Murchison River Foreshore revitalisation project, having regard to the following:

i) Existing and Required Services

The revised Master Plan and Landscape Plans are required to address the location of existing services as identified within Section 1.5.1 of this document.

Where required the need for service upgrades and/or additional services associated with Foreshore Revitalisation Works must be identified. These upgrades and/or additional services to include such matters as connection of new ablution facilities to the Water Corporation's Reticulated Sewerage System.

ii) Findings of the Consultation Report - Kalbarri Foreshore Concept Plan 2021.

The Kalbarri Foreshore Plan Consultation Plan October 2021 was produced by Aha Consulting on behalf of the Midwest Development Commission following a consultation process consisting of 2 x Community Workshops, 13 x 1 on 1 interviews and 72 semi structured interviews. Findings from the consultation process were used to inform the current Master Plan.

Whilst the consultation process related to a wider area, the Consultation Report details feedback obtained in relation to precincts forming Stage 1 being Chinaman's Beach, the RSL Memorial and adjacent area known as Sally's Tree, the tourism precinct and Gidamarra Springs.

A copy of the Consultation Report is shown at Appendix 4.

iii) Kalbarri Beaches and Foreshore Revitalisation Socio-Economic Analysis

The Socio-Economic Analysis is a key document that was utilised to obtain funding for the Master Plan and Stage 1 of the Foreshore Revitalisation Project. A copy of the Plan, as prepared by Keston Economics is shown at Appendix 5.

The Tenderer is required to take into account the findings and content of the analysis when preparing the revised Master Plan and Stage 1 concepts.

iv) Current Master Plan

Except for those elements outlined in the balance of Clause 1.5.2(v) of this document, the majority of detail within the Master Plan has been supported by the Principal and wider public. Many details contained within the Plan remain relevant despite the need for a review of the Master Plan to be undertaken.

Some elements of the Master Plan as shown at Appendix 3 were not included within the scope of works for Stage 1. It is considered appropriate that these elements are considered for inclusion in Stage 1.

v) Findings of the Shire of Northampton Consultation Process

Notwithstanding that the current Master Plan and Stage 1 project elements took into account the findings of the 2021 Consultation Report (refer point ii above), there was no consultation on the final designs or the elements to be included within Stage 1. As a result the Principal undertook an intensive consultation process resulting in 201 submissions being received. The Principal considered these submissions at its Ordinary Meeting held on 20 March 2025. An excerpt of the relevant Council minutes is shown at Appendix 6 along with a Schedule of Submissions.

As reflected within the minutes shown at Appendix 6, Council resolved to:

- a) Dismiss those comments and suggestions not relating to the four precincts of the Murchison River Foreshore (Stage 1 areas);
- b) Dismiss suggestions for funding to be utilised for a swimming pool or Skate Park;
- c) Not support the following elements of the Master Plan and associated budget for Stage 1:
 - Use of the Nation Park Shelters, with a preference for any new shelters to be designed so as to match existing shelter infrastructure on the foreshore;
 - Construction of a viewing platform on top of the Kalbarri Volunteer Marine Rescue Building;
 - The construction of a lookout off Grey Street due to the impact on vegetation and the existing view for drivers entering the townsite from the south; and
 - The proposed Zuytdorp Artwork, noting that the majority of respondents support improvements to the access and lookout area.
- d) Request the Shire of Northampton Kalbarri Foreshore Revitalisation Advisory Committee to consider the balance of the submission/comments as part of the process to refine the concepts as part of the process.

vi) Input from the Kalbarri Foreshore Revitalisation Advisory Committee

The Principal has formed the Kalbarri Foreshore Revitalisation Advisory Committee for the following purpose:

- 1. To assist Shire Officers in the refinement and detailed designs for conceptual elements contained within the Kalbarri Foreshore Masterplan as prepared by the Midwest Development Commission and Tourism Western Australia;
- 2. To assist in the identification of priorities in respect of the Foreshore Redevelopment;
- 3. Make recommendations to Council on potential developments and commercial opportunities not identified within the Kalbarri Foreshore Masterplan;
- 4. Assist co-ordination of community participation in public consultation processes; and
- 5. Communicate and inform the member organisations and local community about the proposed project, its elements and timeframes for work.

In order to effectively liaise with the Advisory Committee, attendance at 3 Advisory Committee meetings will be required as follows:

- Initial Discussion and Workshop on each of the four precincts;
- Presentation of initial concept designs; and
- Presentation of final draft designs.

In accordance with the Committee's Terms of Reference, the minutes of all meetings will be presented to Council for consideration.

Meetings of the Advisory Committee will be scheduled to be held at the Allen Centre in George Grey Drive, Kalbarri.

vii) Input from Principals Councillors

Elected as representatives of the Community, it is important that the Principals Councillors remain informed and involved in the review of the Master Plan. In addition to minutes from the Advisory Committee being provided to Council for consideration, the Contractor will be required to attend a minimum of 2 Council meetings in order to:

- Workshop the draft concepts following consideration of those concepts by the Advisory Committee; and
- To present the final draft Master Plan.

It is intended to hold the above workshops/presentations in the Council Chambers at the Northampton Administration Office located on Hampton Road, Northampton

viii) Design Content

All designs to be provided for review shall be prepared having regard to the following:

- The available services or ability to extend services to the site;
- The existing foreshore landform including but not limited to contours, existing beach access points and vegetation;
- Existing foreshore infrastructure that is to be retained; and
- The existing attributes and vistas available to residents along George Grey Drive and those enjoyed by the wider travelling public.

The Contractor is encouraged to draw design elements from the rich history of the Kalbarri Community from its first Aboriginal inhabitants and first European and through to today.

viv) Designs to Facilitate Local Content

As far as practical designs to be incorporated into the revised Master Plan and Landscape Plan conceptual designs should be prepared with the view of facilitating the design, manufacture and/or installation of elements contained within the plan by businesses located within the Kalbarri townsite or wider Shire of Northampton.

It should be noted that businesses based within the Shire of Northampton are eligible for consideration under the Shire's Purchasing Policy – Regional Price Preference and in accordance with *Local Government Act 1995*.

Where the manufacture of elements is unlikely to occur within the Shire of Northampton, there will be a preference for these services to be provided from within the Midwest district, including the City of Geraldton.

x) Document Formats

Unless agreed otherwise with the principal, the revised Master Plan and Landscape Master Plan are to be consistent with the format of the current documents.

The principal is to be provided with three copies of the final documents, together with electronic copies of the document in .pdf and the associated plans in .dxf.

1.5.3 Preparation of revised OPC

Once the Principal has accepted the revised Master Plan, the Contractor shall arrange for the preparation of an Opinion of Probable Costs (OPC) relating to implementation of all elements contained within the Plan. The opinion shall identify the following:

- a) The cost of elements being specifically incorporated into each of the current identified precincts; and
- b) Those elements which relate to the foreshore as a whole (i.e. linear footpath networks).

1.5.4 Preparation of Project Management Plan

The Contractor is to produce a comprehensive project management plan to facilitate the timely completion works proposed as Stage 1 of the Kalbarri Foreshore Revitalisation Project, within budget.

The Project Management Plan is to address the essential stages of Project Management including risk assessment, a work breakdown, project schedule, communication plan, initiation, execution, monitoring, methods and closure of the project. The Plan is to be prepared to the satisfaction of the Principal who will liaise with the Midwest Development Commission and other relevant parties.

1.5.5 Project Timelines

Unless otherwise agreed with the Principal at the time of appointment, the Contractor shall complete the Scope of Work identified in clauses 1.5.1-1.5.2 are required to be completed by 30 November 2025 so as to be considered by the Kalbarri Foreshore Revitalisation Advisory Committee prior to 5 December 2025, in order for the revised Master Plan and Landscape Plans to be considered by Council at its Ordinary Meeting to be held on 18 December 2025.

The Project Management Plan is required to be completed within 30 days of the Principal Accepting the revised plans for Stage 1 of the project.

2 CONDITIONS OF TENDERING

The applicable General Conditions of Contract, as referred to in this Request, are contained in Section 3. Tenderers are to ensure they have read and understood the General Conditions of Contract and shall include in their tendered price the cost of complying with the General Conditions of Contract.

2.1 How to Prepare Your Tender

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 5) and Schedules (Part 6) in all respects and include all Attachments;
- d) Make sure you have signed the Offer form and responded to all the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

2.2 Contact Persons

For any additional information, clarifications or requests please contact the person listed below.

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

Name:	Brian Robinson – Executive Manager of Community, Development and Regulation
Telephone:	9934 1202
Email:	Brian.robinson@northampton.wa.gov.au

2.3 Tender Briefing / Site Inspection

The Principal does intend to conduct a COMPULSORY tender briefing/site inspection on **Friday 12 September 2025, commencing at 2pm** at the Shire of Northampton Kalbarri Office on George Grey Drive, Kalbarri. Attendance via Teams may be arranged by contacting the Principal.

Tenderers failing to attend the briefing/site inspection will be disqualified.

2.4 Lodgement of Tenders and Delivery Method

The tender must be lodged by the Deadline.

The Deadline for this request is **26 September 2025** at 5pm.

Part 2 READ AND KEEP THIS PART
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Tenderers shall address and clearly label their tender submission as Shire of Northampton – **RFT 02-2025**

Tender submissions shall only be submitted via one of the following methods:

Email: brian.robinson@northampton.wa.gov.au

OR

Via Post: PO Box 61, Northampton WA, 6535.

OR

Via hand: Shire Office at 199 Hampton Road, Northampton

No other format of tender submission other than those mentioned above will be accepted.

It is the tenderer's responsibility to ensure timely and complete delivery of any submission document. Tenders will not be accepted after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

2.5 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that it is not submitted before the Deadline and may be rejected without consideration of its merits in the event that:

- a) It is not submitted at the place specified in the Request; or
- b) It fails to comply with any other requirements of the Request.

2.6 Late Tenders

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

2.7 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.

2.8 Customs Duty

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

2.9 Site Allowances

This contract is not subject to adjustment for Site allowances.

2.10 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 the particulars of the successful Tenderer (s) or be advised that no Tender was accepted.

2.11 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.

2.12 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.

2.13 Discrepancies, Errors and Emissions

Should Tenderers find:

- any discrepancy, error or omissions in the Tender Documents; or
- the Tender documents are at variance with laws, ordinance, rules and regulations bearing on the conduct of the work;

they shall notify the Contact Person promptly in writing thereof, before the Deadline.

Any work performed contrary to such laws, ordinances, rules and regulations will not be accepted.

2.14 Statutory Requirements

Tenderers shall make allowance to provide evidence that the designs to be prepared will satisfy all relevant statutory requirements. All materials, equipment, and work methods proposed by the Tenderer shall comply with the Work Health and Safety requirements presently in force within Western Australia.

2.15 Alternative Tenders

Alternative Tenders will not be accepted.

2.16 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 enquiries;
- 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.

2.17 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.

2.18 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 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.

2.19 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 (e.g. completed offer form, attachments and any other information and/or documentation requested within this tender) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be shortlisted 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 or Tenderers whose Tender is considered the most advantageous Tender to the Principal.

The Principal reserves the right to take into consideration any feature of a tender that provides a benefit to the Shire of Northampton and the community. Further, the Principal also reserves the right to take into consideration the Tenderer's past performance on any previous projects undertaken for the Shire. Any additional features or past performance will be evaluated in accordance with the value-for-money assessment process outlined within.

2.20 Confidentiality of Submission Information

The Principal will treat all information provided in a Tender submission as confidential and will not use it other than for purposes of, or related to, the Tender evaluation or as otherwise required by law.

Documents and other information relevant to a Tender may be disclosed when required by law, such as under the *Freedom of Information Act 1992*, the *Local Government Act 1995*,

the *Local Government (Functions and General) Regulations 1996* or under a court order documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1982* or under Court Orders.

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

2.21 Property and Copyright in Request Documents

All intellectual property, including patents, copyright, trademarks, know-how, technical information and confidential information in or attaching to this Request shall remain the property of the Principal. A Tenderer shall not use any of the information in this Request for any purpose other than the preparation of its Tender submission.

2.22 Compliance Criteria

The criteria detailed in Section 5.2 will not be point scored. Each Tender will be assessed by the Principal on a Compliant/Non-Compliant basis as to whether the criterion is satisfactorily met. An assessment of “Non-Compliant” against any criterion may eliminate the Tenderer from consideration.

Compliant tenders will proceed to be evaluated against the selection criteria.

2.23 Selection Criteria

The Contract may be awarded to a sole Tenderer or a panel of Tenderer(s) who best demonstrate the ability to provide quality services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a “best value for money” approach to this Request.

This means that, although the price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender rank the highest on the qualitative criteria.

Failure to address all the Selection Criteria may result in the tender being deemed non-compliant and the tender rejected.

The Selection Criteria is comprised of two components as described below:

- Qualitative Criteria 60%
- Price 40%

2.24 Qualitative Criteria (60%)

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Section 5.3.1 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 required information may result in the tender being deemed non-compliant and elimination from the tender evaluation process or a low score.**

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

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

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

2.25 Price (40%)

Price is a weighted criterion. The Tenderer is to complete the Price Schedule given in Section 5.3.4.

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

2.26 Price Basis

All prices and schedule of rates for services offered under this RFT Request are to be fixed for the term of the Contract. **Tendered prices are EXCLUSIVE of Goods and Services Tax (GST).**

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges and all other costs that may be incurred as part of the completion of the scope of work. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

There is no provision for rise and fall within this Contract.

The Contractor is required to price the quantities provided in the tender pricing schedule and make their own assessment of the quantities required to complete the work. Where the measured quantities differ from the quantities provided in the pricing schedule, the Shire will adjust the contract price using the quoted rate and measured quantities.

2.27 Regional Price Reference

Tenderers for the contract may be afforded a preference in accordance with Regulation 24(A-G) of the Local Government (Functions and General) Regulations and the Shire of Northampton's Regional Price Preference Policy. The Shire's policy is available via the Shire's website.

Tenderers have the opportunity to claim a Regional Price Preference by indicating as such in Schedule 4.

It is the sole responsibility of the tenderer to nominate how their tender is eligible for consideration under the Shire's Regional Price Preference Policy.

Tenderers must not assume any prior knowledge of the Shire and/or the Tender Evaluation Panel. A failure to specifically state what elements of a tender are eligible for regional price preference may result in that tender not being considered for preference under the policy.

2.28 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.

2.29 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.

2.30 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 Section 6.1 (Schedule 1) and whose execution appears on the same schedule. Upon acceptance of the Tender, the Tenderer will become the Contractor.

2.31 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.

2.32 Tender Opening

Tenders will be opened in the office of the Shire of Northampton, 199 Hampton Rd, Northampton on or as soon as practicable after the advertised Deadline in accordance with all local government purchasing and tendering regulations. All Tenderers and members of the public may attend or be represented at the opening of Tenders. Those who intend on attending the tender opening are requested to notify the tender's nominated contact person prior to the tender deadline.

The names of the persons who submitted a 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.

2.33 In House Tenders

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

3 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract applicable to this Tender are based on the Standard WALGA template for the “Supply of Goods and the Provision of General Services” and is included in Appendix 2.

4 SPECIAL CONDITIONS OF CONTRACT

4.1 SCC 1 Period of Contract

The Contract shall be in force until 30 January 2026, but is subject to the Contractor meeting those timelines stated within clause 1.5.5 of this Tender Document.

In the event of the Contractor failing in any manner to carry out the Contract to the Shire's satisfaction, the Shire may forthwith determine the Contract by written notice to the Contractor. Prior to the termination of the contract, the Shire shall seek to resolve any disputes in accordance with sections 38 of the General Conditions of Contract.

4.2 SCC 2 Patent Rights and Royalties

The Contractor shall save harmless and indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.3 SCC 3 Rise and Fall in Costs

All prices for goods and services offered under this Request are not variable during the term of the Contract.

4.4 SCC 4 Pre-Conditions to Commencing Works

The Contractor shall not commence the Works until the Principal's Representative has notified the Contractor that the Principal has approved the Insurances required by the Contract.

4.5 SCC 7 Goods and Services Tax (GST)

4.5.1 GST Exclusive Amounts

Except where specified, all amounts in this Contract are GST exclusive and are subject to Section 4.5.2.

- If this Contract relates to work for which the Principal accepted a lump sum, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to the amount stated for GST in the price schedule.

- If this Contract relates to work for which the Principal accepted rates, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to 10% of the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item.
- In addition to any other consideration or payment obligation of the Principal of a Supply in connection with this Contract, the Principal shall pay to the Contractor or reimburse the Contractor for any GST the Contractor shall pay:
 - on any Supply made by the Contractor in connection with this Contract; and
 - in relation to any aspect of this Contract.
- Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST relating to work under the Contract where the costs of that work are to be borne by the Contractor for any reason.

4.5.2 Payment in Respect of Principal's GST Liability

In addition to any other consideration or payment obligation of the Contractor of a Supply in connection with this Contract, the Contractor shall pay to the Principal or reimburse the Principal for any GST the Principal shall pay:

- on any Supply made by the Principal in connection with this Contract; and
- in relation to any aspect of this Contract.

4.5.3 Time for Payment - by the Principal

The Principal shall pay or reimburse the Contractor for GST at the same time as the payment obligation to which the GST relates, provided that the Contractor has first provided a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST the Contractor has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Contractor, if the Contractor is entitled to receive a credit for that GST.

4.5.4 Time for Payment - by the Contractor

The Contractor shall pay or reimburse the Principal for GST at the earlier of the time of the payment obligation to which the GST related, or upon the Principal providing a Tax Invoice in respect of that GST.

Notwithstanding any other provision of this Contract, the Principal will not be entitled to recover from the Contractor any amount in respect of GST the Principal has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Principal, if the Principal is entitled to receive a credit for that GST.

4.5.5 Tax Savings

The parties acknowledge that it is not the intent of this Contract that the Contractor receives windfall pricing benefits that might otherwise accrue directly from taxes, duties or statutory charges in respect of its input costs that exist at the time of entering into this Contract and are varied or eliminated during the currency of the Contract. The Contractor shall, therefore, to the extent required of the Contractor under section 75AU of the Trade Practices Act 1974 and having regard to any guidelines issued pursuant to section 75AV of that Act, pass on to the Principal any reductions in cost.

4.6 SCC 8 Warranties by the Contractor

The Contractor warrants that:

- The Contractor, its Subcontractors and their respective employees, have the requisite expertise, applicable professional skills and capabilities to carry out the Works and will continue to have them during the term of the Contract.
- The Contractor has familiarised itself with local conditions and all applicable legislative requirements.
- The Contractor has examined all information relevant to risks, contingencies and circumstances having an effect on the Pricing Schedule and obtainable by making reasonable inquiries.
- The Contractor will not do or permit anything that might damage the name or reputation of the Principal or reasonably invite adverse public criticism or result in the Principal being the subject of any official investigation.

4.7 SCC 9 Evidence of Licences

The Contractor shall provide to the Principal's Representative evidence of all licences and permits required to perform the Contract Works, prior to commencing any operation for which such licences and permits are relevant.

4.8 SCC 10 Insurance

The successful Contractor and its subcontractors (if any) will be required to effect:

- a) Public Liability insurance in the sum of at least \$5,000,000 in respect of any one occurrence.
- b) Workers Compensation insurance in accordance with the Workers Compensation and Injury Management Act 1981 (WA) and \$10,000,000 for common law liability.
- c) Motor Insurance - If an amount is not stated, the Contractor's Vehicle insurance cover will be not less than the market value of the Contractor's Vehicles. Cover to be endorsed for Third Party Liability \$10,000,000.

The Contractor must also maintain vehicle and equipment insurance for the Contractor's vehicles, registered plant and equipment used in connection with this contract whether owned, hired or leased ('Contractor's vehicles'). the vehicle and equipment liability policy must:

- Come into effect on or before the start date and be maintained until the insurance end date;
- Cover against all loss and/or damage to the contractor's vehicles;
- Cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Contractor's vehicles;
- Be for an amount of not less than the market value of the plant and equipment, and otherwise for not less than the amount set out in the contract specifics for any one claim or occurrence and unlimited in the aggregate; and
- Other than compulsory motor vehicle third party insurance required by virtue of any legal requirement, to the extent available from the insurance market from time to time, be endorsed to contain a Principal's indemnity extension in favour of the Principal, or satisfy the Principal of its ability to meet obligations arising from the indemnity provisions of the Contract.

4.9 SCC 12 Appendices

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

5 TENDERER'S OFFER

5.1 Form of Tender

The Chief Executive Officer

Shire of Northampton

Hampton Street, Northampton WA 6535

I/We (Registered Entity Name): _____

(BLOCK LETTERS)

of: _____

(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to RFT 02-2025:

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 _____ 2023

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____

Part 5 COMPLETE AND RETURN THIS PART**5.2 Compliance Criteria**

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

Description of Compliance Criteria	Yes	No
i) Compliance with the Conditions of this Request Respondents are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFT including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	☐	☐
ii) Complete Respondents Offer	☐	☐
iii) Compliance with the Specification Contained in this Request	☐	☐
iv) Occupational Safety & Health Requirements	☐	☐
v) Complete Pricing Schedule	☐	☐
vi) Risk Assessment Respondents must address the following information in an attachment and label it “ Risk Assessment ”.	Tick if Attached ☐	
- Provide an outline of organisation structure inclusive of any branches and number of personnel.	☐	☐
- Attach current ASIC company extracts search including latest annual return	☐	☐
- Provide the organisation’s Directors/Company Owners and any other positions held with other organisations.	☐	☐
- Are you acting as an agent for another party? If Yes, attach details (including name and address) of your Principal.	☐	☐

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- 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.	☐	☐
- 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.	☐	☐
vii) Financial Position In order to demonstrate your financial ability to undertake this contract, in an attachment labelled “ Financial Position ” respond to the questions below including a profit and loss statement and latest financial return (<i>OR a statement from your accountant attesting to your financial viability</i>) for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	Tick if Attached ☐	
- Does the Tenderer have the ability to pay all debts in full as and when they fall due? (If no, please provide details)	☐	☐
- Does the Tenderer have any current litigation, claim or judgement as a result of which you may be liable for \$50,000 or more? (If yes, please provide details)	☐	☐
- Will the Tenderer cooperate with an independent financial assessor during the conduct of financial assessments (if required)? (If no, please outline reasons why)	☐	☐
viii) Conflict of Interest Will any actual or potential conflict of interest in the performance of the Tenderers obligations under the Contract exist if awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If yes, please provide details.	Information Supplied Yes / No ☐ ☐ Is there a Conflict of Interest? Yes / No ☐ ☐	

Part 5 COMPLETE AND RETURN THIS PART

ix) Insurance Does the Tenderer maintain the minimum insurance requirements of this Request? If Yes, provide evidence of the Tenderers 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 7 working days of acceptance. Minimum insurance cover: ▪ Public Liability – \$5,000,000 for one claim; and \$10,000,000 in aggregate ▪ Workers Compensation - as per the WA Workers Compensation and Injury Management Act 1981 ▪ Vehicles – Sufficient for plant and machinery supplied under the contract plus third-party damage to a minimum of \$10,000,000.	Yes ☐	No ☐
x) Critical Assumptions Tenderers are to specify any assumptions they have made that are critical to the Tender, including assumptions relating to pricing and ability to provide the Requirements in the manner specified in this Request. Tenderers should attach these assumptions in an attachment labelled “Critical Assumptions”	<i>Information Supplied</i> Yes / No ☐ ☐	

5.3 Selection Criteria

5.3.1 Qualitative Criteria (60%)

Tenderers are required to address the following qualitative criteria and provide details in the relevant schedules. Any item requested in the schedules below that is not specifically addressed by the tenderer may affect the tenderers score.

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.

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A. SKILLS AND EXPERIENCE OF KEY PERSONNEL Detail and describe the skills and experience of the key personnel that will be involved in the completion of the work required in this RFT by providing the information requested below in an attachment labelled “Skills and Experience of Key Personnel” .		Weighting < 30% > Tick if attached
	- Details (CV's / work histories, accreditations, experience) of the key personnel that will be involved in the completion of this work.	☐
	- Details of similar products supplied and services performed.	☐
	- The scope of your company's involvement and outcomes achieved on previous similar work.	☐
	- A minimum of two (2) referees from previous similar work.	☐
B. WORKPLACE SAFETY MANAGEMENT PROCEDURES Outline your Company's workplace safety management procedures by providing the information requested below in an attachment labelled “Workplace Safety Management Procedures” .		Weighting < 10% > Tick if attached
	- Detail what procedures the Company has in place including how the Company identifies and manages workplace health and safety risks.	☐
	- What accreditations the Company has concerning workplace health and safety.	☐
	- The Company's workplace health and safety performance for recent similar work.	☐
C. DEMONSTRATED CAPACITY AND FLEXIBILITY Outline your Company's capacity to supply the required products and how your Company demonstrates flexibility to meet the Shire's needs by providing the information requested below in an attachment labelled “Demonstrated Capacity and Flexibility” .		Weighting < 20% > Tick if attached
	- The Contractor's current commitments and how the Shire's requested work can be managed within the Contractor's current and forecast future commitments.	☐

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	- How the Contractor plans on being able to deliver the products required by the Shire in a timely and flexible manner to meet the Shire's needs.	☐
	- What backup resources the Contractor has to ensure the Shire's needs are met in the event of unforeseen circumstances.	☐

Part 5 COMPLETE AND RETURN THIS PART**5.3.2 Price Criteria (40%)**

Tenderers shall complete all pricing information contained in the following Price Schedule. Before completing the Price Schedule, Tenderers should ensure they have read all Tender Documentation.

5.3.3 Discounts

Are you prepared to offer a discount for prompt settlement of accounts (i.e. within 14 days)?	YES ☐	NO ☐
If you are offering different discounts for different periods, or other discounts such as volume discounts, please detail them in an attachment labelled "Discounts".	Attachment " Discounts " ☐ (tick if attached)	

5.3.4 Price Schedule

Tenderers are required to provide their pricing in accordance with the following table:

Supply and Delivery		Total Price (including GST)
1.	Identification and mapping of existing services and infrastructure including service connections, stormwater infrastructure and on-site effluent disposal systems in accordance with Section 1.5.1 of this Tender Document.	
2.	Review and Preparation of revised Master Plan and Landscape Master Plan in accordance with Section 1.5.2 of this Tender Document. Costs to include costs associated with the attendance at those meetings identified within the Scope of Works.	
3.	Preparation of a revised Opinion of Probable Costs in accordance with Section 1.5.3 of this Tender Document.	
4.	Preparation of a Project Management Plan for a revised Stage 1 of the Kalbarri Foreshore Revitalisation Project.	

6 SCHEDULES

6.1 Schedule 1 – Formal Offer

TENDER NO.	RFT 02-2025	PROJECT:	Review of Kalbarri Foreshore Revitalisation Master Plan, Landscape Master Plan and Preparation of Project Management Plan for Stage 1.
Tenderer:			
<i>(full trading name)</i>			
Registered Office Address		Business Address	
Telephone		Facsimile	
Email			

LEGAL STATUS

All Tenderers are required to complete the following table:

Legal Structure	Name	Australian Company Number (ACN)	Australian Business Number (ABN)
Company			
Trusts			
Individual			
Partnership			

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (a) Conditions of Tendering;

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- (b) Conditions of Contract;
- (c) The Specification;
- (d) Any addenda to the above;
- (e) This Tender Form including all its schedules relating to the above Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

AMENDMENTS TO TENDER DOCUMENTS (IF ANY)

Tenderer to sign and return any amendments (tender addenda) issued during the tender period in confirmation of their receipt.

Tenderer confirms amendments have been signed and returned:

List Addenda No's received:

Signature:

Executed by Authorised Officer of Tenderer who has delegated authority to enter into a contract:

Signature:

Name and Title: Date:

Signature of
Witness:

Name of
Witness: Date:

TENDERER'S CONTACT PERSON FOR ENQUIRIES ABOUT THIS TENDER

Name:	
Position:	
Address:	
	
Telephone:	
Email:	

6.2 Schedule 2 – Statement of Conformity

The Tenderer is to signify here whether or not its Tender conforms in all respects to the requirements of the Tender Documents by indicating below:

Does your Tender conform?	☐ YES	☐ NO
---------------------------	---------------------------------	--------------------------------

If the Tender does not conform to all of the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity and the reasons therefore:

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6.3 Schedule 3 – Local Preference

Should the tenderer wish to be considered under the Shire of Northampton's Regional Price Preference Policy then the tenderer must provide details below of why the tenderer is eligible under the Policy.

Is the tenderer eligible for local preference under the Shire's Local Preference Policy	☐ YES	☐ NO
If yes, please explain why below:		

6.4 Schedule 4 – Referees

Provide contact details of referees who can substantiate the Tenderer's capabilities in undertaking the works required under the contract based on past experiences.

FIRST REFEREE

Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____ Email _____

SECOND REFEREE

Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____ Email _____

THIRD REFEREE

Company Name: _____
Address: _____
Contact Person: _____
Telephone: _____ Email _____

Part 6 COMPLETE AND RETURN THIS PART**6.5 Schedule 5 – Insurances**

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$A)	In Aggregate (\$A)		
Public Liability					
Vehicles Plant and Equipment					
Workers Compensation					

(Attach Certificates of Currency or other verification of the above insurances)

APPENDICES 1 TO 6

Please see separate attachments which can be downloaded from the Shire of Northampton website www.northampton.wa.gov.au.