

**STANDING OFFER**  
**APPROVED CONTRACTOR LIST**

**SUPPLY AND DELIVERY OF**  
**CONCRETE PRODUCTS**

**CONTRACT NO. 2907/2016-17/TTB/05**



**Closes: 2pm – Monday 19<sup>th</sup>**  
**September 2016**

**Contact Brendan Pearce on 1300 696 272 for further information.**

## Conditions of Tendering

---

### Contents

PART 1 - CONDITIONS OF TENDERING.....	3
1. DEFINITIONS.....	3
2. STRUCTURE OF REQUEST FOR TENDER.....	4
3. OBTAINING INFORMATION .....	4
4. RESPONSIBILITIES OF TENDERER .....	5
5. FORMAL REQUIREMENTS .....	6
6. CONFORMING AND NON-CONFORMING TENDERS .....	7
7. LODGEMENT OF TENDER.....	8
8. OPENING OF TENDERS .....	9
9. TENDER EVALUATION PROCESS .....	9
10. CLARIFICATIONS AND VARIATIONS.....	10
11. COMMISSIONS AND INCENTIVES .....	10
12. CONFIDENTIALITY .....	10
13. ACCEPTANCE OF TENDER.....	11
14. RIGHT TO INFORMATION .....	11
15. OWNERSHIP OF TENDERS .....	12
16. POLICIES PARTICULAR TO THE PRINCIPAL .....	12
PART 2 - CONDITIONS OF SUPPLY .....	13
(A) General Provisions .....	13
8) <b>Workplace Health &amp; Safety Requirements</b> .....	15
13) <b>Methods of Payment</b> .....	19
14) <b>ENVIRONMENTAL PROTECTION LEGISLATION</b> .....	19
PART 3 - OFFER FORM.....	21

## **PART 1 - CONDITIONS OF TENDERING**

### **1. DEFINITIONS**

1.1 In these Conditions of Tender, except where the context otherwise requires:

**'Approved Contractor List'** means a list of persons who the local government considers to be appropriately qualified to provide the service.

**'Closing Time'** means **12.00 Noon, 8 September 2016** Australian Eastern Standard Time.

**'Conditions of Tender'** means these Conditions of Tender.

**'Confidential Information'** means any technical, commercial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind:

- owned by the Principal and supplied or made available by the Principal to the Tenderer; or
- created by the Tenderer, from the material supplied or made available to the Tenderer by the Principal for the purposes of submitting the Tender.

**'Contact Person'** means **Brendan Pearce ph: 1300 696 272**

**'Contract'** means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

**'Contract Price'** means: the sum which is stated in the Contract to be payable to the Contractor for services undertaken by the Contractor and the performance of the obligations of the Contractor under the Contract.

**'Contractor'** means the party whose Offer to supply the Goods and Services is accepted by the Principal (by Letter of Acceptance).

**'General Conditions of Contract'** means AS2124 - General Conditions of Contract, copies of which can be acquired through Standards Australia.

**'GST'** means the goods and services tax under the GST Act.

**'GST Act'** means *A New Tax System (Goods and Services Tax) Act 1999* and includes other GST related legislation.

**'Letter of Acceptance'** means a letter from the Principal to the Contractor advising the Contractor of the Principal's acceptance of the Offer.

**'Local Government'** means a local government for a local government area declared by regulation under the *Local Government Act 2009*.

**'Principal'** means **North Burnett Regional Council**

**'Relevant Person'** means the Tenderer and each person engaged in the preparation of a Tender on behalf of the Tenderer.

**'Request for Tender'** or **'RFT'** see Clause 2.1.

**'RTI Act'** means the *Right To Information Act 2009*.

**'Specification'** means the Specification comprising Part 2 of the Request for Tender, including any amendment or addition to the Specification.

**'Tender'** means a tender lodged in response to the Request for Tender.

**'Tenderer'** means any person lodging a Tender

## **Conditions of Tendering**

---

**'Tender Response'** means the Tender Response comprising Part 3 of the Request for Tender, including any templates or attachments to be completed and included in a Tender.

### **2. STRUCTURE OF REQUEST FOR TENDER**

- 2.1 The documents comprising the Request for Tender are, collectively:
- (a) Part 1 – Conditions of Tender (read and keep this part); and
  - (b) Part 2 – Conditions of Supply (read and keep this part); and
  - (c) Part 3 – Tender Response which, when completed by the Tenderer, comprises the Tender of the Tenderer (complete and return this part); and
- 2.2 All parts of the Request for Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (d) as follows:
- (a) Conditions of Tender;
  - (b) Specification;
  - (c) General Conditions of Contract;
  - (d) Tender Response.
- 2.3 The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for services particularised in the Specification.

### **3. OBTAINING INFORMATION**

- 3.1 The Principal will provide the Tenderer with the Request for Tender. No fee is payable for the supply of the Request for Tender.
- 3.2 Any additional information required by a Tenderer may be obtained through the Contact Person.
- 3.3 Tenderers must not direct requests for information to, or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Person.
- 3.4 The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Request for Tender.
- 3.5 Written information provided to the Tenderer by or on behalf of the Principal:
- (a) will be provided for the convenience of the Tenderer only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and
  - (b) is not warranted or represented by the Principal as accurate, correct or adequate.
- 3.6 If the Principal makes information available to a Tenderer, the Principal reserves the right to distribute the information to each Tenderer who has obtained a copy of the Request for Tender from the Principal.

## **Conditions of Tendering**

---

- 3.7 If requested by the Principal, the Tenderer must:
- (a) provide further information relating to the Tender; and
  - (b) give a presentation at a time and place nominated by the Principal:
    - I. to demonstrate the Tenderer's financial substance, technical capabilities and resources; and
    - II. to demonstrate its ability to comply with the terms and conditions of the Contract; and
    - III. in relation to anything else relative to the Tender; and
  - (c) allow the Principal and its agents to inspect any facility or equipment the Tenderer proposes to use in complying with the terms and conditions of the Contract; and
  - (d) authorize the Principal and its agents (in writing, if required) to contact any referee nominated by the Tenderer; and
  - (e) authorize the Principal (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderer's ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.
- 3.8 The Principal may provide information to Tenderers in electronic format, in addition to the hard copy format.
- 3.9 Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

## **4. RESPONSIBILITIES OF TENDERER**

- 4.1 Before submitting its Tender, each Tenderer must:
- (a) carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of tendering for the Contract; and
  - (b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender; and
  - (c) inform itself of the nature of the obligations it must discharge under the Contract; and
  - (d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Tenderer to discharge its obligations under the Contract; and
  - (e) not rely upon information provided by or on behalf of the Principal; and
  - (f) independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and
  - (g) satisfy itself that the information in its Tender is accurate and complete; and
  - (h) satisfy itself that its Tender complies in all respects with the requirements of the Conditions of Tender.

## **Conditions of Tendering**

---

- 4.2 In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Tenderers having complied with the requirements of Clause 5.1.
- 4.3 Failure to comply with any requirement in Clause 5.1 will not relieve the relevant Tenderer of responsibility to complete the Contract in accordance with its terms, and in particular, the price or rate tendered by the Tenderer.
- 4.4 The Principal will not be responsible for the payment of any expenses or losses incurred by the Tenderer in:
- (a) attending any briefing or site inspection under Clause 3; or
  - (b) preparing and lodging its Tender; or
  - (c) participating in any post Tender activities.
- 4.5 A Tender will not be considered if the Tenderer or anybody on its behalf offers or gives anything to:
- (a) any Councillor of the Principal; or
  - (b) any officer or agent of the Principal,
- as an inducement or reward that could influence the actions of the person in relation to the Tender.

## **5. FORMAL REQUIREMENTS**

- 5.1 The Tender must be submitted in writing in the form of the Tender Response.
- 5.2 The Tender Response must be fully completed, and include all supporting documents and materials required by both the Conditions of Tender and the Tender Response.
- 5.3 The Tender Response must contain the Tenderer's:
- (a) full name; and
  - (b) Australian Business Number; and
  - (c) address and facsimile number for the service of notices.
- 5.4 If the Tenderer operates as a firm, the Tender Response must contain:
- (a) the full names and addresses of each member of the firm; and
  - (b) the business name under which the firm trades; and
  - (c) the firm's address and facsimile number for the service of notices; and
  - (d) the firm's Australian Business Number.
- 5.5 If the Tenderer is a corporation, the Tender Response must contain details of the corporation's:
- (a) name; and
  - (b) business name (if applicable); and
  - (c) Australian Business Number; and
  - (d) registered office; and
  - (e) address and facsimile number for the service of notices; and
  - (f) the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Tender.

## **Conditions of Tendering**

---

- 5.6 If the Tenderer is a consortium or a joint venture, the Tender Response must contain details of:
- (a) the name of each member; and
  - (b) the structure of the consortium or joint venture, including the proposed managerial structure; and
  - (c) the role to be played by each member in complying with the terms and conditions of the Contract; and
  - (d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.
- 5.7 The Tender Response must be duly executed in a manner that binds the Tenderer.
- 5.8 The Contract Price in the Tender Response must be:
- (a) in Australian dollars; and
  - (b) unless otherwise specified in the Tender Response, GST inclusive.
- 5.9 A Tenderer must provide three executed copies of its Tender (one to be marked "ORIGINAL" and each other (if any) to be marked "COPY".) Any brochure or pamphlet which forms part of a Tender must be attached to both the original and each copy of the Tender.
- 5.10 The Tenderer must:
- (a) securely attach (for example, by bulldog clip), but not bind or staple, the original of its Tender; and
  - (b) bind each copy of its Tender; and
  - (c) number consecutively each page of its Tender; and
  - (d) include an index in the Tender.
- 5.11 The identity of the Tenderer is fundamental to the Principal. For the purposes of a Tenderer's Tender, the Tenderer is the person, persons, corporation or corporations:
- (a) who is named as the Tenderer in the Tender Response; and
  - (b) who has duly executed the Tender Response in a manner that binds the Tenderer.
- 5.12 The Tenderer must supply in addition to that requested, certified documents that show the tenderer has all relevant licences, authorities and certificates, required to perform the required task, which are current to the end of the contract.

## **6. CONFORMING AND NON-CONFORMING TENDERS**

- 6.1 A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.
- 6.2 Each non-conforming Tender must be accompanied by a clear summary of all points of difference between the non-conforming Tender and the conforming Tender.
- 6.3 Each non-conforming Tender must be submitted on a separate Tender Response.
- 6.4 A Tender may be considered as non-conforming if the Tenderer has failed to supply any of the information required by the Conditions of Tender, does not

## **Conditions of Tendering**

---

comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.

- 6.5 If more than one conforming Tender is lodged, each Tender must be accompanied by a clear summary of all points of difference between each conforming Tender.
- 6.6 The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Conditions of Tender.

### **7. LODGEMENT OF TENDER**

- 7.1 Each Tender must be submitted in a sealed envelope, addressed to:

“Chief Executive Officer  
North Burnett Regional Council”,

and clearly marked with the number and title of the Tender as shown on the front cover of the Conditions of Tender.
- 7.2 Tenders must be lodged in the container marked “Tender Box” at:

34-36 Capper St (Postal Address – P.O. Box 390)  
Gayndah Qld 4625
- 7.3 Where a Tenderer lodges a non-conforming Tender:
  - (a) the conforming and non-conforming Tenders must be submitted in separate envelopes; and
  - (b) the non-conforming Tender must be clearly marked, “ALTERNATIVE TENDER” (in addition to being clearly marked in accordance with Clause 8.1).
- 7.4 Tenders must be in the Tender Box by the Closing Time.
- 7.5 The Principal may extend the Closing Time at its discretion.
- 7.6 The Principal reserves the right to consider a Tender which is not in the Tender Box by the Closing Time if, in the opinion of the Principal, there is satisfactory evidence that:
  - (a) the Tender was dispatched by prepaid post or courier service in sufficient time to effect delivery to the Tender Box by the Closing Time under normal circumstances; and
  - (b) at the Closing Time the Tender was still in the course of delivery.
- 7.7 A Tender will not be accepted if it is submitted only:
  - (a) electronically; or
  - (b) by facsimile; or
  - (c) electronically and by facsimile.
- 7.8 A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.
- 7.9 **A Tender is irrevocable for 90 days after the Closing Time.**
- 7.10 The period in Clause 8.9 may be extended by mutual agreement between the Tenderer and the Principal.



## **Conditions of Tendering**

---

### **8. OPENING OF TENDERS**

- 8.1 Tenders will be opened after the Closing Time.
- 8.2 Tenders **will not** be opened publicly.

### **9. TENDER EVALUATION PROCESS**

- 9.1 Tenders will be evaluated by reference to the criteria in section 106 (3) of the *Local Government Act 2009*, namely:
  - (a) open and effective competition;
  - (b) value for money;
  - (c) encouragement of the development of competitive local business and industry;
  - (d) environmental protection;
  - (e) ethical behaviour and fair dealing.
- 9.2 Each Tender will be evaluated using the information provided in the Tender Response.
- 9.3 If a Tender Response for a Tender is not fully completed or does not include all supporting documents and materials required by the Conditions of Tender or the Tender Response, the Tender may be rejected.
- 9.4 In evaluating Tenders, the Principal may:
  - (a) require presentations from Tenderers; and
  - (b) conduct interviews with Tenderer's staff and subcontractors; and
  - (c) contact Tenderers' referees; and
  - (d) investigate a Tenderer's structure and management, and that of any relevant subsidiary or related corporation; and
  - (e) make its own assessment of the Tenderer's ability to comply with the terms and conditions of the Contract at the tendered price; and
  - (f) verify that the Tenderer holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract.
- 9.5 Tenderers must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Tenders.
- 9.6 **Compliance criteria for the Request for Tender are specified in Item 3.1 of the Tender Response. Each Tender will be assessed on a Yes/No basis as to whether each of the compliance criterion is satisfied by the Tenderer or not. If a Tender Response is assessed as "No" in respect of a criterion, the Tender may be rejected.**
- 9.7 **Qualitative criteria for the Request for Tender are specified in Item 3.2 of the Tender Response. The qualitative criteria may be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the design and construction of the replacement bridge. Each Tenderer must address each of the qualitative criteria specified in Item 3.2 of the Tender Response. If a Tenderer fails to address any of the qualitative criteria in Item 3.2 of the Tender Response, its Tender may be rejected.**

## **Conditions of Tendering**

---

### **10. CLARIFICATIONS AND VARIATIONS**

- 10.1 The Principal may issue to Tenderers before the Closing Time:
- (a) additional information; and
  - (b) information clarifying or correcting information previously provided,
- to assist them in preparing their Tenders.
- 10.2 If the Principal issues information to Tenderers under Clause 11.1, each Tenderer must take the information into account in the preparation of its Tender.
- 10.3 After the Closing Time, the Principal may (without limiting its options):
- (a) request clarification or further information from any Tenderer; and
  - (b) invite all Tenderers to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; and
  - (c) negotiate with one or more Tenderers upon any aspect of their Tenders.

### **11. COMMISSIONS AND INCENTIVES**

- 11.1 A Tender will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Tender is evaluated or the Contract awarded.

### **12. CONFIDENTIALITY**

- 12.1 The Tenderer:
- (a) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
  - (b) must not use the Confidential Information for any purpose other than preparing its Tender; and
  - (c) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and
  - (d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and
  - (e) must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.
- 12.2 The consent of the Principal to disclosure of the Confidential Information by the Tenderer may be given or withheld on such terms and conditions as the Principal considers appropriate.
- 12.3 The Tenderer's obligation under this Clause 13 continues after closure of tenders and award of the Contract.
- 12.4 The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information.

## **Conditions of Tendering**

---

- 12.5 Failure or delay by the Principal in enforcing strict compliance with this Clause 13 or pursuing a remedy under this Clause 13 will not constitute a waiver or implied variation of the entitlement or remedy.
- 12.6 This Clause will not apply to an item of Confidential Information where the Tenderer can establish that:
- (a) the item has been transferred to the public domain through no fault of the Tenderer; or
  - (b) the item was already in the Tenderer's possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
  - (c) it has received from the Principal written notification that the Principal no longer requires the Tenderer to keep the item confidential.

### **13. ACCEPTANCE OF TENDER**

- 13.1 The Principal will not be bound to accept the lowest or any tender.
- 13.2 The Principal may accept a Tender from a Tenderer by giving written notice in the form of a Letter of Acceptance to the Tenderer who submitted the Tender to the Principal.
- 13.3 The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Tenderer.
- 13.4 When the Contract comes into existence the Tenderer is added to an Approved Contractor List for the purposes of the General Conditions of Contract.
- 13.5 **The Principal reserves the right to accept a Tender in part or in whole.**
- 13.6 **The Principal will not commit to a minimum supply of services.**

### **14. RIGHT TO INFORMATION**

- 14.1 The Tenderer acknowledges that:
- (a) the RTI Act entitles members of the public to access documents held by Local Governments, including documents created by private entities; and
  - (b) nevertheless, access to exempt matter may be denied.
- 14.2 The Tenderer must familiarise itself with the relevant provisions of the RTI Act dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure.
- 14.3 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the RTI Act.
- 14.4 Where a Tender contains:
- (a) material concerning the personal affairs of a person, living or dead; or
  - (b) trade secrets; or
  - (c) material (other than trade secrets) that is commercially valuable to the Tenderer; or
  - (d) other material confidential to the Tenderer,
- the Tenderer must identify that material in the Tender as confidential.

## **Conditions of Tendering**

---

- 14.5 Material not clearly identified in the Tender as confidential may be disclosed, without reference to the Tenderer, to any person who applies for disclosure under the RTI Act.
- 14.6 In any event, the Principal reserves the right to disclose, in response to an application under the RTI Act, any material contained in or accompanying the Tender, including material identified in the Tender as confidential.

### **15. OWNERSHIP OF TENDERS**

- 15.1 Each Tender Response (including all supporting documentation and materials submitted by a Tenderer as part of, or in support of, a Tender) becomes the property of the Principal on submission and will not be returned to the Tenderer.
- 15.2 However, the Tenderer shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.
- 15.3 The Principal may reproduce the Tender for the purposes of evaluation.

### **16. POLICIES PARTICULAR TO THE PRINCIPAL**

- 16.1 Tenders will be evaluated by reference to criteria which are particular to the Principal as follows:
  - (a) North Burnett Regional Council Procurement Purchasing Policy

## Conditions of Supply

---

### PART 2 - CONDITIONS OF SUPPLY

**CONTRACT NO: 2907/2016-17/TTB/05**

**FOR: Prequalified Supplier Arrangement – Supply and Delivery Of Concrete Products**

#### **(A) General Provisions**

##### **1) Introduction**

North Burnett Regional Council intends to contract for the supply and delivery of concrete products as specified in Schedule No 1 and No 2, to assist in works undertaken by the Council, generally within the regional council area.

Council is seeking to establish a register of prequalified suppliers to facilitate coordination of purchase of concrete products from companies interested in tendering for involvement.

Council has set out criteria for the assessment of tender submissions for inclusion on the Register. In accordance with the requirements of the *Queensland Local Government Finance Standard 2005*, assessment for satisfactory conformance with these criteria will also form a basis for continued listing on the Register. Where compliance and conformance is not achieved and/or remedial actions are not implemented to Council's satisfaction, a tenderer may be removed from the Register.

Once Council establishes the Register of Prequalified Suppliers, selection of a Contractor from the Register, for a particular job, would be at the discretion of Council, after consideration of the tenderer's listed details on capability or capacity and factors such as the likely cost at the required location and the contractor's assessed performance on previous works. Inclusion in listing on the Register does not guarantee assignment of future works.

##### **2) General**

These conditions of supply, together with the conditions stated in the "Offer Form", shall constitute the only conditions, which relate to the supply of Concrete products by North Burnett Regional Council or their authorised representatives (hereinafter referred to as the "Principal") during the term of this contract.

Supply of materials from this Request for Tender will be as required by the Principal and will typically be for intermittent supply.

## Conditions of Supply

---

Those Owners offering supply should note that acceptance of an Offer does not guarantee any period of supply.

**If required, separate offers will be called for materials not listed, or if Council believes it would be to Council's advantage to do so. This could include use of other North Burnett Regional Council purchasing arrangements.**

### 3) **Period of Contract**

Council intends to enter into an agreement with the successful tenderer in the form of a Schedule of Rates Contract.

The period of the Contract will be for one (1) year from the date of acceptance of the Tender.

### 4) **Pricing**

Prices quoted are to include Goods and Services Tax.

The tendered prices shall remain fixed for the duration of the Contract period i.e. rise and fall not applicable.

### 5) **Contractor Responsibility**

The Contractor's responsibilities under the contract shall be as follows:

- (a) Ensure that the product supplied conforms with the relevant standard and nominated herein.
- (b) Provide evidence to demonstrate that each product complies with the nominated standard.
- (c) Accept all liability (other than that stated otherwise in these conditions) for any damage which may occur to the plant during the period of supply.
- (d) Provide site operation procedures and rules in relation to the principal's plant and operators when collecting materials from the owner's site.

### 6) **Principals Responsibility**

The Principals responsibilities under the contract shall be as follows:

- (a) Inspect and accept/reject the material;
- (b) Subject to alternate provisions of these conditions, give adequate notice to the Owner regarding termination of supply, and/or
- (c) Act in accordance with site rules and instructions while on the owner's site.

### 7) **Breach of Specifications**

If the Contractor fails to comply with any of the conditions of the specifications or performs unsatisfactorily as determined reasonably by the Council, the Council may:

- (a) Order the Contractor to stop supply; and/or

## Conditions of Supply

---

- (b) Terminate the supply immediately; and/or
- (c) Make a note against the Contractor's entry on the register and consider this in future supply selections; and/or
- (d) Remove the Contractor from the register; and/or
- (e) Only pay the Contractor up to the time of termination of the supply.

If the Contractor fails to maintain supporting documentation, Council may refuse to use the Contractor and remove the Contractor from the register.

Provision is made for termination at the election of Council where the successful tenderer:-

- (a) being a company, goes into liquidation or has a Receiver or Manager appointed;
- (b) being a firm or sole trader, the proprietors or any of them:-
  - (i) commits an act of bankruptcy; or
  - (ii) is declared bankrupt; or
  - (iii) enters into a scheme pursuant to Part X of the Bankruptcy Act.
- (c) fails to meet their obligations under this Contract.

## 8) Workplace Health & Safety Requirements

### A. Legislative Compliance

North Burnett Regional Council requires that any contractor (or contractor's sub-contractor) or supplier/s engaged to perform a service or supply of goods will at all times identify and exercise all necessary precautions for Workplace Health and Safety (WH&S) of all persons who may be affected by the services or goods provided. The Owner shall be responsible for this compliance.

The Contractor has an obligation under the WH&S Act 1995 to provide a safe place and a safe system of work so as not to place at risk the contractor's own employees and well as other workers and the general public at the workplace.

The contractor must comply with all relevant enactments, associated WH&S Regulation Standards, Codes of Practices and North Burnett Regional Council WH&S policies and procedures which are in any way applicable to this contract, or the performance of the services under this contract.

### ***Responsibilities***

The contractor has an obligation to take all practicable steps to ensure the WH&S of its employees, sub-contractors and their employees and other

## Conditions of Supply

---

people (not employees) who may be affected by the contractor's work practices.

### ***Training and Supervision***

The contractor must ensure that all workplace staff are competent in the work being undertaken.

The contractor will provide the employees with information and supervision about hazardous work processes or materials.

### ***Incident Notification***

The contractor is required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame.

In addition, the contractor must promptly notify North Burnett Regional Council of any accident, injury, property or environmental damage and lost time incidents which occurs during the carrying out of the contract work.

### ***Non-Compliance***

If during the performance of work under the contract, North Burnett Regional Council informs the contractor that it is of the opinion that the contractor is:

- Not conducting the work in compliance with the WH&S Legislation or relevant policies and procedures; or
- Conducting the work in such a way as to endanger the health and safety of the contractor's employees, North Burnett Regional Council employees or the general public.

North Burnett Regional Council may direct the contractor to remedy the breach of WH&S within a set time.

If the contractor fails to rectify any breaches of workplace health and safety, or if the contractor's performance has involved recurring breaches of WH&S, North Burnett Regional Council will notify Workplace Health and Safety Queensland and may request an inspection visit of the workplace or may terminate the work forthwith, depending on the severity of the issue.

## **B. Safety Control of Works**

- 8.B.(a) On acceptance of the tender offer and advice of being placed on the register, the Contractor, on the first occasion of supply, shall be required to provide a contractor's acknowledgement of North Burnett Regional Council's General WH&S Requirements (*Refer Policy No 226*).



## Conditions of Supply

---

- 8.B.(b) Contractors shall comply with all relevant Federal, State and Local Laws, rules and regulations, as amended from time to time and any direction given by a competent authority arising from such laws, rules and regulations - without limiting the generality of the foregoing. The Contractor shall apply for and pay any fees for any permits required and shall only engage qualified staff in any restricted occupation.
- 8.B.(c) Contractors, their agents and employees shall ensure that all work under this contract is performed in such a manner that no hazard or risk of injury or damage exists to the Principal Contractor's employees or property and the public. Risk management principles are to apply in consideration of the Workplace Health and Safety Act and Environmental Protection Act.
- 8.B.(d) Contractors shall fully comply with their statutory obligations to insure themselves and to keep themselves insured against all sums for which, in respect of any injury to a worker employed by him/her, he/she may become legally liable by way of:
- 8.B.(d)(i) Compensation under the Workers' Compensation Act and subsequent amendments;
  - 8.B.(d)(ii) Damages arising under circumstances which create, independently of the Act, a legal liability in the employer to pay damages in respect of the injury.
  - 8.B.(d)(iii) Consumer Protection Liability Cover. Proof of such insurance must be made available to the Principal prior to commencement of work under the Contract.
- 8.B.(e) A Construction Workplace Plan or Work Method Statement shall be required to be submitted to the Principal, where applicable (e.g. The Movement of Powered Mobile Plant; Working on or near a Roadway). Where the contractor's Construction Workplace Plan or Work Method Statement is not accepted by Council due to the specific work site issues, supply will not commence until the issues have been satisfactorily addressed.
- 8.B.(f) Where the Contractor supplies equipment, machinery, vehicles or tools in the course of performing the work, it is the responsibility of the Contractor to ensure that all such equipment complies fully with all relevant statutory requirements, Codes of Practice and Australian Standards. The Contractor must also maintain all such equipment of the appropriate standard for the duration of the supply or contract period and ensure operators are appropriately licensed and competent to operate.

## Conditions of Supply

---

### 8.C High Risk Work and Work Method Statements

All contractors shall provide and comply with Work Method Statements for any high risk work being undertaken. Where the contractor's Work Method Statement is not accepted by Council due to the specific work site issues, the works will be undertaken in accordance with the Council's own Work Method Statement.

### 9) Quality Assurance

Contractors certified for quality systems to AS/NZS ISO 9002-1994 are preferred and copies of certification should be provided with the tender.

It shall be the Contractor's responsibility to ensure the quality of work performed and that the procedures for work performed comply with the provisions of Australian Standard AS/NZS ISO 9002-1994 to control the processes that determines the acceptability of product supplied. Documentary evidence shall be produced upon request of the Supervising Officer or by an authorised representative to show that the standard of quality stated has been complied with.

### 10) Restriction on Assignment

The contract is personal to the successful tenderer and may not be assigned or otherwise dealt with as a business asset without the consent in writing of the Council.

### 11) Engagement

- (a) Each individual engagement will be considered on factors such as rates, availability and location. Consideration will also be given to previous performance.
- (b) Engagement will be the most advantageous in Council's opinion for each situation.
- (c) Supply will be consistent with the principles of purchasing set out in Section 106 of the Local Government Act 2009 and North Burnett Regional Council's Procurement Purchasing Policy (Policy No 104).

Council reserves the right to purchase from any other sources outside of the Approved Contractor list when:-

- (i) Council considers that no Contractor can provide satisfactory service;

or

- (ii) All Contractors for whatever reason are unable to supply the product or service;

## Conditions of Supply

---

- or
- (iii) Where the product or service is required urgently and no Contractor is able to supply in the time required by Council.
- 12) **Ordering Procedures**  
Council will present an official Purchase Order for individual projects. The supplier is to forward a monthly statement to Council for payment.
- 13) **Methods of Payment**
- A13.1 The Owner shall, on completion of each supply or at the end of each day, supply the Principal with daily weighbridge load dockets, or other approved quantity assessment, countersigned by the Principals representative for the supply. **The docket must quote Council's Purchase Order Number and location of supply.**
- A13.2 Dockets shall be endorsed by both the Owner's representative and the Principals representative.
- A13.3 The Owner is to submit a tax invoice for the amount calculated in accordance with the above clauses, including details of the Purchase Order Number, Job Number and location of delivery.
- 14) **ENVIRONMENTAL PROTECTION LEGISLATION**
- A14.1 The Owner, including their employees and agents, shall at all times comply with the provisions of the Environmental Protection Act 1994 and Regulations and site specific controls implemented by the Principal or other approval agency.
- A14.2 Council recognises the ideals of sound environmental management for its works and that of its contractors.
- A14.3 The contractor must have sound management policies and practices in place and be sensitive to public expectations in these matters.
- 15) **Assessment of Tenders**  
Council does not undertake to accept the lowest or any tender. In assessing tenders, Council will take into consideration the following factors:-
- (a) Past performance of the Tenderer;
  - (b) The Tenderer's quality system;
  - (c) Availability of product and equipment; and
  - (d) Ability to service all areas of North Burnett Regional Council.

## Conditions of Supply

---

Tenderers should supply sufficient information to enable the above factors to be assessed.

**PART 3 - OFFER FORM**

**CONTRACT NO: 2907/2016-17/TTB/05**

**FOR: STANDING OFFER FOR SUPPLY AND DELIVERY OF CONCRETE PRODUCTS**

---

PART 3A

**LOCATION OF JOB:** On jobs undertaken by North Burnett Regional Council predominantly within the Council area, or to Council depots

**INTENDED USE:** Construction and/ or Maintenance

**ESTIMATED PERIOD OF SUPPLY:** As required

**JOB WORKING HOURS:** 6.00am – 6.00pm or as required

---

**Schedule of Rates**

---

**PART 3B - COMPANY OR INDIVIDUAL DETAILS** (To be completed by Owner)

*NB: Only one Part B Offer form needs to be completed.*

I/We, the undersigned, do hereby tender to perform the services as described in the specifications, the written statements and completed schedules.

Trading Name / Company Name / Partnership (Please Print) .....

.....

Dated this ..... day of ..... 2016

Full Name of Tenderer:

.....

Signature of Tenderer:

.....

Contact Name: ..... Position: .....

Address of Registered Office (Qld) / Principal Place of Business:

.....

.....

Residential Address:

.....

Postal Address:

.....

Telephone (Business): ..... (Mobile): .....

Facsimile: .....

E-mail Address: .....

ABN: .....

Contractor's Primary Licence Number (e.g. Building, Electrical Contractors, etc.)

.....

Full Name on Licence: .....

Expiry Date: .....

**Schedule of Rates**

**IF A COMPANY OR PARTNERSHIP**

FULL NAME POSTAL ADDRESS OF ALL DIRECTORS / PARTNERS

Surname	Christian Name(s)	Residential Address	Postal Address

**PART 3B1 – INSURANCES** (Copies of Certificates will be required from the successful Tenderer)

**Public and Products Liability Insurance**

Insurer:

.....

Policy Number:

.....

Limit of Protection:

.....

Expiry Date:

.....

**Queensland Workers Compensation**

Insurer:

.....

Policy Number:

.....

Expiry Date:

.....

Workers Compensation Reference Number: .....

**Schedule of Rates**

---

**PART 3B2 - QUALITY SYSTEM**

Tenderers **must** submit details of their Quality Accreditation or Internal Quality System. *(Note: Please tick relevant boxes where options are provided)*

Has Quality Assurance Certification been attained      Yes      No

If YES, to what ISO Standard?      ISO 9001:2000      ISO 9001:2008

Accreditation Expiry Date:  
.....

If YES, how were you certified?

- First Party (Self Certified)
- Second Party (Customer Certified)
- Third Party (Externally Certified)

If YES, a copy of the Certificate is required to be provided. Please document the details and justification for any exclusion of products and services that are not within the scope of your quality system.

.....  
 .....  
 .....  
 .....

If NO, has Quality Certification been sought and how?

.....  
 .....  
 .....

OR, is there an established Quality System in place?      Yes      No

**INTERNAL QUALITY SYSTEM** - (Provide **extensive** detail and an **example attachment**):

.....  
 .....  
 .....  
 .....

**Note:** Possession of Quality Assurance Certification, while desirable, is not required or the sole evaluation criterion.



**PART 3B3 – SAFETY SYSTEM**

1 WH&S Policy and Management		N/A	Yes	No
1.1	<p>Is there a written company WH&amp;S policy?  <i>If yes provide a copy of WH&amp;S policy</i>  <b>Comments:</b>.....                      .....                      .....                      .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2	<p>Does the company have a WH&amp;S Management System?  <i>If Yes provide or attach details</i>                      .....                      .....                      .....                      .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3	<p>Is there a company WH&amp;S Management System Manual or plan?  <i>If Yes provide a copy of contents page(s)</i>  <b>Comments:</b> .....                      .....                      .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4	<p>Are WH&amp;S duties and responsibilities clearly identified for all levels of staff?                      Does the company have a WH&amp;S Management System?  <i>If Yes provide or attach details</i>                      .....                      .....                      .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Safe Work Practices and Procedures				
2.1	<p>Has the company a standard Principal Contractors WHS Management Plan (Construction Safety Plan) (if a Principal Contractor has been appointed) and relevant Safe Work Method Statements?  <i>If yes, provide a copy of a Construction Safety Plan (if a Principal Contractor has been appointed) together with summary listing of the Safe Work Method Statements. (Note: Successful tenderers will be required to provide a Construction Safety Plan for evaluation before any work commences).</i>  <b>Comments:</b>.....                      .....                      .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Schedule of Rates**

		N/A	Yes	No
2.2	<p><b>Has the company prepared safe work procedures or specific safety instructions relevant to its operations? (Provide a copy of one procedure).</b></p> <p><i>If yes, provide a summary listing of procedures or instructions</i></p> <p><b>Comments:</b>..... ..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3	<p><b>Does the company have any permit to work systems (e.g. confined spaces / hot work)?</b></p> <p><i>If yes, provide a summary listing or permits.</i></p> <p><b>Comments:</b>..... ..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4	<p><b>Is there a documented incident reporting &amp; investigation procedure?</b></p> <p><i>If yes, provide a copy of a standard incident report form.</i></p> <p><b>Comments:</b>..... ..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5	<p><b>Are there procedures for maintaining, inspecting and assessing the hazards of plant operated / owned by the company?</b></p> <p><i>If Yes provide or attach details of Plant operators' certificates of competency, Rii competencies, risk assessments, inspection forms, pre-start checklists.</i></p> <p>..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6	<p><b>Are there procedures for storing and handling hazardous chemicals?</b></p> <p><i>If Yes provide or attach details</i></p> <p>..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7	<p><b>Are there procedures for identifying, assessing and controlling risks associated with manual tasks?</b></p> <p><i>If Yes provide or attach details</i></p> <p>..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Schedule of Rates**

		N/A	Yes	No
2.8	<p>Have you any risk assessment (relevant generic risk assessments accepted) relevant to this type of contract?</p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9	<p>Does your company provide relevant PPE for workers?</p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3 Workplace Health and Safety Training</b>				
3.1	<p>Describe how WH&amp;S training is conducted in your company?</p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2	<p>Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3	<p>Does your company assess the competency of workers?</p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4	<p>Please enclose details of any HRW Licences, certificates of competency or other qualifications relevant to this contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4 WH&amp;S Inspection</b>				
4.1	<p>Are regular WH&amp;S inspections at worksites undertaken?</p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		N/A	Yes	No
4.2	<p><b>Are standard workplace inspection checklists used to conduct inspections?</b></p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3	<p><b>Is there a procedure or form by which employees can report hazards at workplaces?</b></p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5 Health and Safety Consultation</b>				
5.1	<p><b>Is there a workplace health and safety committee?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<p><b>Are employees involved in decision making over WH&amp;S matters?</b></p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<p><b>Are there employee elected health and safety representatives (HSRs)?</b></p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	<p><b>Is there a Safety Advisor/WH&amp;SO appointed?</b></p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6 WH&amp;S Performance Monitoring</b>				
6.1	<p><b>Is there a system for recording and analysing WH&amp;S performance statistics?</b></p> <p><i>If Yes provide or attach details</i></p> <p>.....</p> <p>.....</p> <p>.....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Schedule of Rates**

		N/A	Yes	No
6.2	<p>Are employees regularly provided with information on company WH&amp;S performance?</p> <p><i>Comments:.....</i> ..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3	<p>Has the Division of WH&amp;S issued an Improvement Notice, Prohibition Notice or enforceable undertaking to the Company in the last three years?</p> <p><i>If Yes provide or attach details</i> ..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.4	<p>Has the company ever been convicted of a WH&amp;S offence?</p> <p><i>If Yes provide or attach details</i> ..... .....</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7 Insurances</b>				
7.1	<p><input type="checkbox"/> Professional Indemnify Insurance Certificate of Currency</p> <p><input type="checkbox"/> Public Liability Insurance Certificate of Currency</p> <p><input type="checkbox"/> Workers Compensation Number</p> <p><input type="checkbox"/> ABN</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>8 Company References</b>			
<b>8.1</b>	<b>Please provide the following information for the three (3) most recent contracts completed by the company.</b>		
	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Contract Description</b>			
<b>Client Name</b>			
<b>Workplace Health &amp; Safety Contact</b>			
<b>Phone Number</b>			
<b>Number of lost time injuries</b>			
<b>Number of person days on contract</b>			
<b>Total days lost due to injuries</b>			

**Schedule of Rates**

<b>9 Safety Induction Status</b>				
<b>9.1</b>	<b>Please provide Construction Blue / White Card information for employees of your company.</b>			
<b>Employee Name</b>	<b>Card No.</b>	<b>Date(s) of Induction</b>	<b>Card Valid To</b>	<b>Authorised Trainer</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

If more employees, please attach details.

---

**PART 3C – RATES**

**SCHEDULE NO. 1**

**SUPPLY AND DELIVERY CONCRETE PRODUCTS - RCP**

CLASS	SIZE	RATE \$
	375mm	
	450mm	
	525mm	
	600mm	
	750mm	
	900mm	
	1200mm	
	1500mm	
	1800mm	
	2100mm	

**Note:** All rates are to be inclusive of GST. Delivery pricing shall be obtained at the time of the purchase order.

**SCHEDULE NO. 2**

**SUPPLY AND DELIVERY CONCRETE PRODUCTS - PRE CAST HEADWALLS, SLOPING END UNITS**

CLASS	SIZE	LENGTH	RATE \$	LENGTH	RATE \$
	375mm	1.2m		2.4m	
	450mm	1.2m		2.4m	
	525mm	1.2m		2.4m	
	600mm	1.2m		2.4m	
	750mm	1.2m		2.4m	
	900mm	1.2m		2.4m	

**Note:** All rates are to be inclusive of GST. Delivery pricing shall be obtained at the time of the purchase order.



### SCHEDULE NO. 3

#### SUPPLY AND DELIVERY CONCRETE PRODUCTS - RCBC

CLASS	SIZE	LENGTH	RATE \$	LENGTH	RATE \$
	600mm X 300mm	1.2m		2.4m	
	900mm X 300mm	1.2m		2.4m	
	1200mm X 300mm	1.2m		2.4m	
	1500mm X 300mm	1.2m		2.4m	
	900mm X 600mm	1.2m		2.4m	
	1200mm X 600mm	1.2m		2.4m	
	1500mm X 600mm				
	1800mm X 600mm				
	1500mm X 900mm				
	1800mm X 900mm				
	2100mm X 900mm				
	1800mm X 1200mm				
	2100mm X 1200mm				

**Note:** All rates are to be inclusive of GST. Delivery pricing shall be obtained at the time of the purchase order.

### SCHEDULE NO. 4

#### LOCATION OF SUPPLY- LIST OF REGIONS

##### Preferred Localities

With reference to Clause 8 (List of Regions) of Part 2 – Conditions of Supply, please nominate your preferred region for provision of service. *Note: More than one region may be selected.*

- All localities Yes/No
- Monto Yes/No
- Eidsvold Yes/No
- Mundubbera Yes/No
- Gayndah Yes/No
- Mount Perry Yes/No
- Biggenden Yes/No

**Schedule of Rates**

---

I/We hereby offer the above stated rates for supply as per

**Contract Number 2907/2016-17/TTB/05**

for

**Standing Offer – Supply and Delivery of Concrete Products**

Tenderer's Signature: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Date Offered: \_\_\_\_ / \_\_\_\_ 2016

**Witness**

Witness Signature: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ 2016