Gladstone Regional Council
ABN 27 330 979 106

Invitation to Tender (ITT)
127-19 Preferred Supplier Arrangement for Provision of Onsite Sewerage Maintenance Services

Offers Close
2.00pm, Tuesday, 4 June 2019
CONTENTS

SECTION 1. Invitation to Tender ................................................................. 4
  1.1 Overview ....................................................................................... 4
  1.1.1 Introduction to Gladstone Regional Council ............................... 4
  1.1.2 Project Overview ....................................................................... 4

GRC requires suitably experienced and licenced Contractors to provide ongoing service and maintenance of onsite wastewater treatment systems throughout the Gladstone region. ......................................................... 4

  1.2 Description of Works ................................................................... 4
  1.2.1 Brief Description of Works ....................................................... 4

Inspect, service and maintain all components of primary and secondary wastewater treatment systems across various sites throughout the Gladstone Region. .......................................................... 4

  1.2.2 Scope of Works ....................................................................... 4
  1.2.3 Pricing ...................................................................................... 4
  1.2.4 Subcontracting ......................................................................... 4

  1.3 Invitation Process ......................................................................... 5

  1.3.1 Closing Date and Time .............................................................. 5
  1.3.2 How Offers are to be Submitted ............................................... 5

  1.3.3 Tender Documents .................................................................. 5

  1.3.4 Tenderer to Inform Itself .......................................................... 5

  1.3.5 Form of Offer .......................................................................... 5

  1.3.6 Offer Validity Period ............................................................... 5

  1.3.7 Indicative Timetable .................................................................. 6

  1.3.8 Evaluation Criteria .................................................................... 6

  1.3.9 Conformity of Tender and Alternative Tenders ....................... 7

  1.3.10 Opening of Tenders ............................................................... 7

  1.4 Further Invitation to Tender Conditions ........................................ 7

  1.4.1 Definitions ............................................................................... 7

  1.4.2 Tenderer acceptance ............................................................... 7

  1.4.3 GRC Discretion ........................................................................ 7

  1.4.4 Tenderer’s acknowledgement and warranty ............................ 8

  1.4.5 Subject to Contract ................................................................. 8

  1.4.6 Anti-competitive Conduct ....................................................... 8

  1.4.7 Disqualifying Conduct ............................................................ 8

  1.4.8 Conflict of Interest ................................................................... 8

  1.4.9 Confidentiality ......................................................................... 8

  1.4.10 Protection of Privacy .............................................................. 9

SECTION 2. Scope of Works .................................................................... 10

  2.1 Functional Characteristics .......................................................... 10

  2.2 Performance Characteristics ....................................................... 10

  2.3 Technical Characteristics ............................................................ 10

  2.4 Deliverables ............................................................................... 10

  2.5 Delivery Address or Work Location ............................................. 11

  2.6 Delivery Dates or Delivery Period .............................................. 11

  2.7 Licences, Tickets, Qualifications or Experience ......................... 11

  2.8 Health, Safety and Environment ................................................ 12

  2.9 Compliance ............................................................................... 12

  2.10 Insurance .................................................................................. 12

  2.11 Experience and References ....................................................... 12

  2.12 Alternatives ............................................................................... 12

  2.13 Site Preparation ......................................................................... 12

  2.14 Key Performance Indicators ....................................................... 12

  2.15 Attachments .............................................................................. 13

SECTION 3. Conditions of Contract ....................................................... 14

  3.1 Contract Form .............................................................................. 14

SECTION 4. Tenderer’s Offer .................................................................. 24

  4.1 Business Information ................................................................. 24

  4.2 Local Content .............................................................................. 25
4.3 Insurances & Accreditation ................................................................. 26
4.4 Fee Proposal....................................................................................... 27
4.5 Relative Experience and Past Performance....................................... 28
4.6 Tenderer’s Key Personnel................................................................. 30
4.7 Nominated Sub-contractors............................................................... 31
4.8 Tenderer’s Acknowledgement........................................................... 32
4.9 Tenderers Checklist and Authorisation ........................................... 33
SECTION 1. Invitation to Tender

1.1 Overview

1.1.1 Introduction to Gladstone Regional Council

Gladstone Regional Council (GRC) is a Queensland Local Government. The Gladstone Region, located in Central Queensland, is about 550 kilometres north of Brisbane, and covers 10,506 square kilometres with a population of about 62,000 people. The urban areas are Gladstone, Calliope, Tannum Sands and Boyne Island, and the smaller towns are Agnes Water, Ambrose, Baffle Creek, Benaraby, Bororen, Builyan, Lowmead, Miriam Vale, Mount Larcom, Many Peaks, Nagoorin, Raglan, Rosedale, Seventeen Seventy, Turkey Beach, Ubobo and Yarwun.

Gladstone Regional Council has Customer Contact Centres in urban areas, as well as three main offices.

The Corporate Office 101 Goondoon Street, Gladstone Qld 4680

Calliope Office 5 Don Cameron Drive, Calliope Qld 4680

Miriam Vale Office 41 Blomfield Street, Miriam Vale Qld 4677

Gladstone is the gateway to the Great Barrier Reef and Heron Island. It is situated on one of Australia’s largest and safest harbours, making it ideal for water recreation. A dynamic economy, with growing interests in solar and renewables, the region boasts two of the world’s largest alumina refineries, an aluminium smelter, a power station, cement and chemical manufacturers and Liquified Natural Gas plants alongside national parks, state forests, pristine coastlines, beaches and islands. More information about the Gladstone Regional Council is available at the website:


1.1.2 Project Overview

GRC requires suitably experienced and licenced Contractors to provide ongoing service and maintenance of onsite wastewater treatment systems throughout the Gladstone region.

1.2 Description of Works

1.2.1 Brief Description of Works

Inspect, service and maintain all components of primary and secondary wastewater treatment systems across various sites throughout the Gladstone Region.

1.2.2 Scope of Works

The Scope of Works is as set out in Section 2.

1.2.3 Pricing

This shall be a Schedule or Rates, with supporting spreadsheet

1.2.4 Subcontracting

Subcontracting for the sewerage maintenance is permitted subject to the terms of the Contract. The Tenderer is to list its proposed subcontractors and suppliers as part of its tender.
1.3 Invitation Process

1.3.1 Closing Date and Time

Offers must be lodged by no later than:

Time: 2.00pm Australian Eastern Standard Time

Date: Tuesday 4 June 2019

Should GRC decide to extend the closing date, it shall do so by public notice via LG Tender Box.

Tenders submitted after this time and date will not be considered.

1.3.2 How Offers are to be Submitted

Offers must be lodged electronically via LG Tender Box at www.lgtenderbox.com.au by closing date and time. Tenderers should allow enough time for tender lodgement including any time that may be required for problem analysis and resolution before the closing time.

No tender received by post, delivery, facsimile or email will be considered.

1.3.3 Tender Documents

The Tender Documents comprise:

1) This Invitation to Tender – Section 1;
2) Scope of Works and attachments listed if applicable – Section 2;
3) Contract including General Conditions (refer clause 1.3.7) – Section 3.
4) Tenderer’s Offer Documents in the form of Section 4 together with supporting annexures; and
5) Copies of minutes of mandatory briefing meeting, notices to tenderers or addenda issued by GRC during the invitation period.

1.3.4 Tenderer to Inform Itself

Prior to submitting a tender, the Tenderer must inform itself of all conditions relating to the Works by:

1) examining all information made available by GRC in the Tender Documents;
2) conducting its own investigations into the risks, contingencies and other circumstances which could affect the tender;
3) attending the Briefing Meeting referred to in clause 1.3.5; and
4) submitting questions to GRC under clause 1.3.4(3).

Failure by the Tenderer to do any or all of the things required to be done under this clause will not relieve the Tenderer of its liability to perform all of its obligations under any contract made as a result of this Invitation to Tender.

Any enquiries by a Tenderer must be directed in writing via LG Tender Box Forum or by email to contracts@gladstone.qld.gov.au.

No questions will be accepted after 4pm on the Thursday before the Closing Date.

Any questions submitted by the Tenderer are submitted on the basis that GRC may circulate the questions and GRC’s answers to all tenderers to ensure all tenderers have the same information. This will be done without disclosing the source of the questions.

1.3.5 Form of Offer

The Offer shall be submitted by completing all parts of Section 4 and attaching any required supporting material. Information transferred into another format or document shall be deemed non-conforming.

Tenderers should ensure submissions demonstrate capabilities and competitiveness of the Tenderer, supported by clear and concise examples.

The Offer must be signed by a duly authorised signatory of the Tenderer.

1.3.6 Offer Validity Period

Offers must remain open and capable of being accepted by GRC for a minimum period of 90 days.
1.3.7 Indicative Timetable
The following indicative timetable is provided for information purposes only. Dates are indicative only and may be subject to change. GRC reserves the right to depart from the indicative timetable, including but not limited to altering dates or deleting or adding steps.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation issued</td>
<td>11 May 2019</td>
</tr>
<tr>
<td>Closing date and time for offers</td>
<td>4 June 2019</td>
</tr>
<tr>
<td>Intended completion date for shortlisting Tenderers</td>
<td>11 June 2019</td>
</tr>
<tr>
<td>Intended completion date for evaluation of offers</td>
<td>25 June 2019</td>
</tr>
<tr>
<td>Intended notification dates</td>
<td>2 July 2019</td>
</tr>
<tr>
<td>Intended contract start date</td>
<td>16 July 2019</td>
</tr>
</tbody>
</table>

1.3.8 Evaluation Criteria
GRC will carry out the tender assessment using information obtained from:

1) the Tender submission;
2) financial information provided by the Tenderer on request of GRC, and credit reference checks conducted by or on behalf of GRC;
3) knowledge relating to the Tenderer’s past performance;
4) reference checks; and
5) other sources as decided by GRC in its absolute discretion.

The criteria against which each offer will be evaluated, and the weighting attached to each is as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
<th>Selected Weighting</th>
</tr>
</thead>
</table>
| Project Understanding & Methodology | Consideration given to respondent’s submission for general information, methodology and program focussing on the general understanding of the project parameters and complexities and demonstrating a clear understanding of the requirements and representative risk. Tenders should demonstrate how they proposed to manage the process, including systems, procedures and team coordination. The proposal should address the following:  
- Anticipated staging and methodology  
- Management process for the specific project  
- Resources and Capability to perform the works  
- Provide suitable timeframe to perform callouts during and outside of work hours  
- Resources and Capability to perform the works | 30% |
| Previous experience on septic tanks | The proposal should address the following:  
- Experience specific to Projects of a similar nature  
- Describe key learning’s / issues overcome / successes on previous Projects | 20% |
- Outline proposed team structure
- Two referees for each of the key management team.
- Outline ability to commit key personnel for the duration of the Project and % of time they will be allocated to the Project.

<table>
<thead>
<tr>
<th>Local Preference (1)</th>
<th>Geographical Location of vendor (based on head office)</th>
<th>5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Preference (2)</td>
<td>% of Locally sourced resources and products</td>
<td>5%</td>
</tr>
<tr>
<td>Price</td>
<td>Overall price comparison considering whole of life costing</td>
<td>40%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

### 1.3.9 Conformity of Tender and Alternative Tenders

To be a conforming tender the tender must:

1) be received by the Closing Date;
2) be received in the format and by the method prescribed in this Invitation to Tender;
3) be open for not less than the period required under clause 1.3.8;
4) satisfy all mandatory requirements; and
5) respond to all parts of Section 4 in full and include all required supporting documentation.

A tenderer may not submit alternative proposals for consideration in addition to a Conforming Tender.

### 1.3.10 Opening of Tenders

The opening of tenders will not be public. Tender lists will not be published, and all tenderers will be notified of the outcome following agreement being reached for appointment of a preferred tenderer.

### 1.4 Further Invitation to Tender Conditions

#### 1.4.1 Definitions

“Closing Date” means the date and time specified in clause 1.3.1 of this Invitation to Tender or such later date as may be notified by GRC under clause 1.3.1;

“Conforming Tender” means a tender meeting the requirements of clause 1.3.9;

“Contract” means a contract to be formed with the successful tenderer as detailed in Section 3;

“Tenderer” means a company, partnership or person who submits an offer to GRC in response to this Invitation to Tender;

“Works” means the goods, services and deliverables referred to in section 2;

#### 1.4.2 Tenderer acceptance

By submitting an offer, the Tenderer:

1) accepts the terms and conditions in this Invitation to Tender;
2) offers to enter into a contract with GRC to provide the goods, services and/or deliverables referred to in section 2 on the terms of the Contract and GRC may, in its discretion, choose whether to accept the offer during the validity period.

#### 1.4.3 GRC Discretion

GRC may make any changes to the invitation process in its absolute discretion, by notifying Tenderers via LG Tender Box. Without limitation, GRC may:
1) add or change requirements;
2) amend dates including extend the closing date or time;
3) accept non-conforming tenders, alternative or innovative offers, offers in part or multiple offers;
4) reject any or all offers;
5) exercise discretion in evaluating any subjective evaluation criteria;
6) interview, negotiate or hold discussions with any Tenderer; and/or
7) cancel the invitation process.

1.4.4 Tenderer's acknowledgement and warranty

The Tenderer acknowledges and agrees that the Tenderer:

1) is responsible for making its own investigation and assessment about all matters relevant to the Invitation to Offer and the Tenderer's offer, including but not limited to risk, cost and contingency;
2) has not relied on any express or implied statement, warranty or representation made by GRC, its officers, employees, agents or advisers other than as expressly contained in the Tender Documents; and
3) is responsible for all costs and expenses related to the preparation and lodgement of its tender and GRC is not required to pay any compensation to the Tenderer in relation to the invitation process.

The Tenderer warrants that all information provided as part of its offer will be complete, accurate, current and not misleading.

1.4.5 Subject to Contract

No contract will be formed between the parties until both parties have signed a contract document in the form contained in Section 3 subject to any variations which may be agreed between GRC and the Tenderer.

Upon being notified of acceptance as preferred tenderer, the Tenderer must sign and return the Contract and any documentation required under the Contract within 10 business days.

1.4.6 Anti-competitive Conduct

The Tenderer warrants that neither the Tenderer nor its personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the invitation process.

1.4.7 Disqualifying Conduct

A tenderer must not directly or indirectly seek to canvas support from any GRC Councillor or GRC employee. Any tenderer who seeks to do so shall be disqualified from further participating in the tender process and that tenderer's tender will be rejected.

1.4.8 Conflict of Interest

The Tenderer warrants that the Tenderer and its personnel do not have any conflict of interest and will not place themselves into a position that may give rise to a conflict of interest, with the Tenderer’s obligations under this Invitation to Tender or the proposed contract.

The Tenderer agrees to immediately notify GRC if any conflict of interest arises after the Tenderer’s offer.

1.4.9 Confidentiality

All tenders become the property of GRC on submission.

The Tenderer should clearly label any information contained within the Tenderer’s Offer which the Tenderer claims is confidential or commercial-in-confidence.

GRC will use its best endeavours to keep confidential all confidential information supplied by the Tenderer but may disclose confidential information:

1) to GRC personnel and Councillors and professional advisers and auditors for the purposes of the invitation, evaluation and contracting processes;
2) as required under the Right to Information Act 2009; and
3) as otherwise required by Law.
The Tenderer acknowledges that:

1) GRC is obliged to state in minutes of Council meeting the details of award of tenders, including naming the successful tenderer and contract price; and

2) under section 237 of the Local Government Regulation 2012 GRC is required to publish on its website and a notice within GRC’s offices relevant details of contracts awarded with a price of $200,000 (ex GST) or more; and

3) the Tenderer’s details will be published if the Tenderer is successful.

1.4.10 Protection of Privacy

The Tenderer warrants in respect of any personal information provided in its tender or any contract arising from the tender that the information is accurate, up to date and complete and that the individuals to which personal information refers authorise its collection and are aware that it is contained within the tender.
SECTION 2. Scope of Works

2.1 Functional Characteristics

The successful contractor will:

- Complete quarterly, 6 monthly and annual servicing of onsite wastewater treatment systems (as per service schedule)
- Carry out repairs and maintenance as requested by GRC

2.2 Performance Characteristics

The successful contractor will be required to:

- Service, maintain and repair primary wastewater treatment units (septic tanks) including primary wastewater effluent disposal land application areas
- Service, maintain and repair secondary wastewater treatment facility systems

2.3 Technical Characteristics

The successful contractor will:

- Complete quarterly, 6 monthly and annual servicing of onsite wastewater treatment systems; refer to 127-19 - Attachment 4.1 - Schedule of Rates
- Carry out repairs and maintenance as requested by GRC throughout the term of the contract

2.4 Deliverables

The successful contractor is required to service, maintain and repair the following, in accordance with the frequency noted in the service schedule:

- The Primary wastewater treatment unit (septic tank):
  - A scum and sludge test is to be taken and the results recorded.
  - Once the scum and sludge occupy two thirds of tank volume, or is likely to prior to the next maintenance cycle, the tank shall be pumped out by a licenced contractor.
  - The tank shall be refilled immediately with water. Do not refill with hose in septic tank. Refill through relief gully or run a fixture.
  - Any grease traps on the treatment system are to be cleaned out at each maintenance inspection.
  - Ensure any outlet filter is cleaned and replaced when required.

- The Primary wastewater effluent disposal land application area:
  - Shall be checked to ensure the absorption field is not wet or soggy with wastewater ponding on the surface of the ground.
  - Ensure there is no smell of effluent near the septic tank or absorption area.
  - Check fixtures are discharging at a normal rate.
  - In the event of any of the above adverse effects, contact Council immediately, and when the work order is granted, initiate action to remedy the situation.
  - All the above dot points are to be included in the report to Council along with any recommendations for the ongoing service of the treatment facility. An example of the report is provided as Attachment A - Tenderers should provide an example of the type of report they would produce.

- The Secondary wastewater treatment facility system:
o Certification that the on-site system is operating and performing effectively;
o A note of any specific operation and maintenance attention which is due;
o Identification of any operation and maintenance problems, their likely cause, and
recommended remedial action;
o Any evidence of system capacity being exceeded or likely to be exceeded;
o Results of effluent quality testing where secondary or disinfection treatment is being
used;
o Note actions taken and results achieved following recommendations for remedial work
after the previous routine inspection;
o Recommendation on when next to de-sludge the primary tank/section of plant;
o After flushing the distribution pipework to scour out any accumulated sediment, report
on the working condition of the effluent disposal/garden bed area.

- Repairs greater than $250 to be reported to the GRC Property Team for approval prior to
carrying out repairs.

- Attendance for reactive maintenance within 24 hours (emergencies less than 4 hours).

- Immediate notification to GRC Property Team of any high-risk findings

- Service record to be provided in accordance with 2.4 after each service. Service records must
contain at a minimum:
o Service description
o Date of each service
o Location Name & Address
o Effluent Quality testing results
o Comments and recommendations

- An example of a service record is provided - Tenderers should provide an example of the type
of report they would produce.

- Successful contractor shall nominate an account manager with technical knowledge and the
necessary skills to provide a high level of service and contract liaison throughout the term of
the contract. The account manager shall fully acquaint themselves with all contractor
responsibilities.

2.5 Delivery Address or Work Location

Various sites throughout Gladstone Region; refer 127-19 - Attachment 4.1 - Schedule of Rates

2.6 Delivery Dates or Delivery Period

Delivery Period as per 127-19 - Attachment 4.1 - Schedule of Rates

2.7 Licences, Tickets, Qualifications or Experience

All personnel must be appropriately qualified and licenced.
- Licenced Plumber
- Endorsement for onsite sewer maintenance (OSM)
2.8 **Health, Safety and Environment**

The Tenderer must demonstrate high standards for Work, Health and Safety. Tender submissions must include the following documents as supporting evidence of the capabilities of the Tenderer in respect to workplace health, safety and environment:

- Copies of three completed Risk Assessments for works completed of a comparable nature to this Scope of Works in the last 12 months.
- Copies of three completed Safe Work Method Statements (SWMS) for works completed of a comparable nature to this Scope of Works in the last 12 months.

The successful Tenderer will be required to submit site-specific safety and environment documents to GRC, as well as supporting evidence and examples, including but not limited to those listed above. All Health, Safety and Environment documents provided by the Contractor must be approved by GRC prior to commencement of the works.

2.9 **Compliance**

Activities must be in accordance with site licenced conditions.

2.10 **Insurance**

The tenderer must provide copies of the below minimum insurances:

- Professional Indemnity (minimum $5,000,000.00 per claim);
- Public Liability (minimum $20,000,000.00 per claim);
- WorkCover.

2.11 **Experience and References**

Minimum 2 references provided for comparable work.

2.12 **Alternatives**

No Alternatives will be accepted.

2.13 **Site Preparation**

The successful contractor and employees will be required to attend a GRC site induction prior to commencing any works.

2.14 **Key Performance Indicators**

<table>
<thead>
<tr>
<th>KPIs</th>
<th>Description</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>Incident notification from contractor received by contracts offer in accordance with GRC escalation policy</td>
<td>100% compliance</td>
</tr>
</tbody>
</table>
### Productivity
| Servicing conducted as per schedule provided | 100% compliance |

### Responsiveness
| Attendance for reactive maintenance within 24 hours (emergencies within 4 hours) | 100% compliance |

#### 2.15 Attachments
- 127-19 - Attachment 4.1 - Schedule of Rates.xlsx
SECTION 3. Conditions of Contract

3.1 Contract Form

GLADSTONE REGIONAL COUNCIL – PURCHASE ORDER STANDARD CONDITIONS

1 Formation of Contract

1.1 Where:

(1) the Supplier has provided GRC with a written quotation and GRC places a Purchase Order with the Supplier during the validity period of that quotation, a binding contract is deemed to be formed between GRC and the Supplier on the basis of the documents listed in clause 1.2 on delivery of the Purchase Order to the Supplier.

(2) GRC has made a verbal enquiry of the Supplier and GRC places a Purchase Order with the Supplier, the Purchase Order constitutes an offer to purchase and a binding contract is deemed to be formed between GRC and the Supplier on the basis of the documents listed in clause 1.2, upon the earlier:

(a) 7 days from the date of the Purchase Order unless the Supplier has within that time notified GRC of its refusal or inability to supply the Deliverables;

(b) on written acceptance of the Purchase Order; or

(c) on commencement of supply.

1.2 The following documents form the entire agreement between the parties ("Contract"):  
(1) the Purchase Order (including any special conditions);

(2) these Purchase Order Standard Conditions;

(3) the Specification; and

(4) any other document expressly listed in the Purchase Order.

1.3 No other conditions sought to be imposed by the Supplier, either verbally or in writing, prior to or subsequent to the issue of the Purchase Order apply, unless expressly accepted in writing by an authorised officer of GRC.

1.4 Where there is a preferred supplier arrangement in place between GRC and the Supplier:

(1) Purchase Orders may be issued as required in the absolute discretion of GRC on the prices set out in the Supplier's submission or as set out in the Supplier's quotation (as applicable). A binding contract is deemed to be formed between GRC and the Supplier on the basis of the documents listed in clause 1.2 on delivery of the Purchase Order to the Supplier;

(2) GRC gives no guarantee or representation as to the volume or value of orders which will be issued to the Supplier; and

(3) the preferred supplier arrangement does not confer on the Supplier any exclusive right to supply the Deliverables to GRC.

2 Definitions and Interpretation

2.1 Definitions

In the Contract:

“Claim” includes any claim or legal action and all costs and expenses incurred in connection with it.

“Completion” means when:
(a) all Goods, if any, have been delivered to the Site and (if applicable) installed and commissioned at the Site as required by the Contract and have been accepted by GRC in accordance with clause 6.4; and/or

(b) all applicable Services have been completed in accordance with the Contract.

“Contract” means the agreement between the parties formed under clause 1.1 or clause 1.4 and comprised in the documents listed in clause 1.2.

“Defect” means any part of the Deliverables which does not comply strictly with the terms of the Contract or is otherwise unsatisfactory to GRC and includes any omissions.

“Deliverables” means the Goods and/or Services to be provided by the Supplier under the Contract and includes any documentation required to be provided by the Supplier including but not limited to operating manuals, reports, test data, material safety data sheets and drawings.

“Delivery Date” means the date(s) specified in the Purchase Order for delivery of the Deliverables.

“Force Majeure Circumstances” means circumstances which could not have been reasonably foreseen by a party and are outside the control of either party including but not limited to act of God,

“Goods” means the goods to be delivered and/or equipment to be delivered and installed by the Supplier as specified or referenced in the Purchase Order and/or Specification or otherwise advised in writing by GRC and includes, where the context permits, materials comprised in the Deliverables.

“GRC” means Gladstone Regional Council ABN 27 330 979 106.

“GRC’s Staff” means GRC’s employees, consultants, contractors and sub-contractors;

“GST”, “Supply” and “Taxable Supply” have the same meaning as in the GST Act.


“Intellectual Property Rights” means all copyright, patents and all rights in relation to inventions, trademarks and designs.

“Personal Information” has the same meaning as in Information Privacy Act 2009;

“Price” means the price stated in the quote and/or Purchase Order.

“Purchase Order” means the formal order document issued by GRC for the Deliverables GRC requires.

“Request for Quote” means the request for quote issued by GRC in response to which the Supplier issued the Supplier’s Quotation.

“Services” means the services to be performed by the Supplier as specified or referenced in the Purchase Order and/or Specification or otherwise advised in writing by GRC.

“Site” means the site where the Goods are to be delivered or the Services are to be performed as stated in the Purchase Order.

“Specification” means the specification or scope of work provided by GRC to the Supplier and includes any drawings.

“Supplier” means the entity supplying the Deliverables to GRC, to whom the Purchase Order is issued.

“Supplier’s Quotation” means the quotation (if any) issued by the Supplier to GRC as referenced in the Purchase Order.

“Supplier’s Staff” the Supplier’s employees, agents, contractors, consultants and subcontractors (and employees, agents and contractors of those contractors, consultants and subcontractors).

“Valid Tax Invoice” means an invoice or adjustment note in the form required by the GST Act, identifying the amount and calculation of the GST payable in respect of the relevant payment, specifying the Purchase Order number and complying with the requirements of clause 9.2.

“Warranty Period” means the period stated in the Supplier’s Quotation or, if none stated, the period of 12 months from the date of the Purchase Order.
2.2 Construction

Reference to:

(1) a person includes:
   (a) a corporation, incorporated association and government body; and
   (b) the legal representatives, successors and assigns of that person;
(2) month or monthly means calendar month or calendar monthly;
(3) the singular includes the plural and vice versa;
(4) a gender includes all genders; and
(5) any Act includes all amendments or substitutions for that Act.

2.3 Severability

If any provision of the Contract is invalid or unenforceable it shall be severed from the balance of the Contract, but all other provisions of the Contract shall remain in full force and effect.

2.4 Entire Understanding

The Contract contains the entire agreement and understanding between the parties on everything connected with the subject matter of the Contract and supersedes any prior agreement or understanding on anything connected with that subject matter.

2.5 Headings

Headings are for convenience only and do not affect the interpretation, or form part of the Contract.

2.6 Governing Law

The Contract is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

2.7 Weekends and Public Holidays

Where the date for doing anything under the Contract falls on a weekend or public holiday, that thing, unless otherwise agreed, shall be done on the next business day after that weekend or public holiday.

2.8 Party’s Obligations

Every obligation by a party under the Contract is taken to include an obligation by the party to ensure that the party’s employees comply with that obligation.

2.9 Interpretation

Nothing in the Contract will be construed or interpreted against GRC or to GRC’s disadvantage on the basis that GRC prepared the Purchase Order and these standard purchase order conditions.

3 Price

3.1 The Supplier agrees to supply the Deliverables for the Price.

3.2 The Price is inclusive of:

(1) all taxes (excluding GST), duties and other imposts for which the Supplier is liable;
(2) all delivery, cartage and freight charges, wrapping and packaging costs, tariffs, duties, customs levies, excise, wharfage and storage charges;
(3) all amounts payable for the use (whether in the course of manufacture or usage of the Goods or performance of the Services) of Intellectual Property Rights; and
(4) all charges for supply of Goods or performance of Services.

3.3 The Price is fixed and not subject to any adjustment except where:
(1) a Purchase Order is placed under clause 1.1(1) or clause 1.4 and increases in Price are expressly provided in the Supplier’s quotation; or
(2) a Purchase Order is placed under clause 1.1(2) in which case the Price may vary subject to the availability of Goods.

3.4 The Supplier must immediately notify GRC of any change in the Price and GRC may in its sole discretion cancel the Purchase Order without any cost, penalty or charge.

4 Supply Arrangements

4.1 The Supplier agrees to supply the Goods and/or perform the Services:
(1) in accordance with the Specification;
(2) in accordance with any relevant Australian law, regulation, standard or code;
(3) to a high standard with due care skill and diligence;
(4) fit for purpose and free from defects in materials and workmanship; and
(5) with due expedition and without delay by the Delivery Date.

4.2 Substitute or alternative Deliverables will not be accepted without GRC’s prior written approval.

4.3 If GRC requires the Supplier to submit samples of Goods or Services, the Supplier must not proceed to bulk manufacture the Goods or fully develop the Services until GRC has approved the sample.

4.4 The Supplier must:
(1) at the time of dispatch of the Goods to the Site, notify GRC of the Purchase Order number and the description and quantity of the Goods dispatched;
(2) package the Goods safely and securely so as to prevent damage during transit;
(3) deliver and unload the Goods at the location at the Site as directed by GRC’s staff (provided GRC may elect to unload should this require use of GRC equipment); and
(4) include a delivery docket with each package that describes the Goods and quantity and the relevant Purchase Order number (and if applicable the item number for the Goods delivered).

5 Variations

5.1 GRC may on 30 days written notice to the Supplier change the Specification and/or standards applicable to the Deliverables to be supplied by the Supplier pursuant to a Purchase Order.

5.2 Where such change increases or decreases the cost of supplying the Deliverables an equitable adjustment will be made to the Price to reflect such increase or decrease in the cost of the supply.

5.3 A variation will not be binding on the parties until an amended Purchase Order is issued reflecting that variation.

5.4 Except as provided in this section 5, the Contract may only be amended by written agreement of both parties.

6 Defects

6.1 Signing of the delivery documentation by a representative of GRC will not constitute acceptance of Deliverables.

6.2 GRC reserves the right to conduct a thorough inspection of the Deliverables after delivery/completion and prior to acceptance. If the inspection reveals the Deliverables, or any
component of the Deliverables, do not comply with any requirement of this contract, GRC may reject the Deliverables or component of the Deliverables by written notice to the Supplier.

6.3 If a Notice of Rejection is issued by GRC, at the request of GRC the Supplier must promptly:
   (1) re-supply the relevant Goods;
   (2) refund all payments related to the rejected Deliverables or component of Deliverables; or
   (3) re-perform or rectify the relevant Services to GRC’s satisfaction;
and the Supplier must bear all costs associated with the return and replacement of the Goods or component of the Goods and/or all costs associated with the re-performance or rectification of the Services.

6.4 GRC will be deemed to have accepted the Deliverables on the earlier of:
   (a) the date GRC gives the Supplier written notice of acceptance of the Deliverables; or
   (b) 5 business days from the date of delivery of the Goods or Completion of the Services unless GRC has given notice under clause 6.2.

7 Warranties

7.1 The Supplier warrants:
   (1) that all Deliverables will:
       (a) be fit for purpose;
       (b) meet the functional and performance criteria set out in or otherwise comply with the Specifications;
       (c) be free from Defects in design, materials, workmanship and installation; and
       (d) comply with any relevant Australian law, regulation, standard or code;
       (2) the accuracy and correctness of all performance data, measurements, specifications and details provided by the Supplier or contained in any Supplier brochures, catalogues or website;
       (3) that the Supplier has free and unencumbered legal right and title to the Goods sold and delivered to GRC;
       (4) that documentation will be in English, complete and accurate and suitable and sufficient for GRC and GRC’s Staff to operate, make full use of and maintain the Deliverables as required; and
       (5) that the Supplier and the Supplier’s Staff do not have any conflict of interest and will not place themselves into a position that may give rise to a conflict of interest, with their obligations under the Contract.

7.2 The Supplier will do all things and sign all documents necessary to assign to GRC the benefit of any manufacturer’s warranties for the Goods.

7.3 Without limiting any other terms or warranty contained in the Contract or implied by law, the Supplier warrants that the Deliverables will perform their function without fault during the Warranty Period.

7.4 If at any time during the Warranty Period GRC notifies the Supplier of any Defect in the Deliverables, the Supplier must at the Supplier’s cost promptly rectify that Defect by way of repair, replacement, rectification or reperformance of the Deliverables (as applicable).

8 Workplace Health & Safety & Environment

8.1 The Supplier must:
   (1) prior to commencement of the Services, if required by GRC, submit a Safe Work Method Statement (“SWMS”) to GRC, and if necessary amend that SWMS until satisfactory to GRC;
(2) amend and resubmit the SWMS to GRC each time the contents of the SWMS change or as reasonably required by GRC;

(3) prior to commencement of the Services ensure the Supplier’s Staff performing services at the Site undergo any induction training and prestart meetings required by GRC;

(4) provide the Supplier’s Staff with personal protective equipment, information, instruction, training and supervision to ensure their own health and safety, and to ensure their acts or omissions do not adversely affect the safety of others;

(5) provide copies of any licences, tickets or qualifications required to be held by the Supplier’s Staff for performance of the Services promptly on request by GRC; and

(6) notify GRC of any work related illness, injury, safety incident or near miss as soon as possible and within not more than 12 hours of occurrence and co-operate with GRC in any investigation.

8.2 The Supplier must ensure that the persons carrying out the Services comply with:

(1) Work Health & Safety Act 2011 and Work Health & Safety Regulation 2011,

(2) Environmental Protection Act 1994 and regulations;

(3) GRC’s policies, corporate standards and procedures relating to Workplace Health and Safety and Environment and any directions given by GRC managers for the Site;

to the extent they apply to the work being performed under this Contract.

9 Payment

9.1 The Supplier will invoice GRC for the Price within the timing specified in the Purchase Order or, absent such specification, on or after:

(1) delivery of the Goods

(2) completion of the Services;

and GRC will pay the Price within 30 days of receipt of a Valid Tax Invoice for that amount.

9.2 The invoice must be addressed to Gladstone Regional Council at the address shown on the Purchase Order and must specify the Purchase Order number.

9.3 GRC is not obliged to pay any invoice that does not contain the Purchase Order number and any such invoice will be returned to the Supplier for correction before payment is made.

9.4 If any invoice or any part of an invoice is disputed, GRC will not be obliged to pay the disputed amount pending resolution of the Dispute under clause 17 or court order.

10 GST

10.1 All payments under the Contract are GST exclusive unless expressly stated.

10.2 If a party is required to pay GST in respect of any Supply, then the consideration payable for the Supply is increased by the GST payable by the Supplier on that Supply (allowing for any input tax credits).

10.3 The recipient must, subject to the party making the supply providing the recipient with a Tax Invoice, pay to the party making the supply an amount equivalent to the GST at the time the recipient is required to make the payment.

11 Insurance

11.1 The Supplier must take out and maintain for the duration of the Contract:

(a) workers’ compensation insurance in accordance with the Workers’ Compensation and Rehabilitation Act 2003 (or equivalent) for any of the Supplier’s Staff providing the Deliverables;

(b) public liability insurance for the sum of $20,000,000.00 per claim; and
12 Risk and Indemnity

12.1 The Goods shall be at the risk of the Supplier until Acceptance.

12.2 Except where transport is arranged by GRC, any damage sustained by the Goods during transit to the Site will be rectified by the Supplier at the Supplier’s expense, to the reasonable satisfaction of GRC.

12.3 The Supplier releases, discharges and indemnifies GRC against any Claim for damages, loss, injury or death which may be brought against or made upon or incurred by GRC arising from:

(1) any unlawful or negligent act or omission of the Supplier or the Supplier’s Staff, in the course of the performance or attempted or purported performance of its obligations under this Contract;

(2) any breach of contract or statutory duty or any fraud of wilful misconduct by the Supplier or the Supplier’s Employees; or

(3) any Defect in the Deliverables;

but the indemnity will be reduced proportionally to the extent that any act or omission by GRC or GRC’s Staff caused or contributed to the Claim.

12.4 The Supplier’s liability for property damage under clause 12.3 is limited to $10,000,000.00 unless otherwise agreed in writing.

13 Delays

13.1 If the Supplier is unable to supply any or all of the Deliverables by the Delivery Date, it must advise GRC immediately upon becoming aware. The Supplier must advise as to the proposed amended Delivery Date and GRC must advise whether this amended date is acceptable or, if not acceptable, GRC may give notice of termination of the Contract.

14 Force Majeure

14.1 Neither party will be held liable for breach of contract or any losses, damage or injury incurred by the other when performance of the Contract is prevented by Force Majeure Circumstances.

14.2 If either party is unable wholly or in part to perform its obligations under the Contract as a result of the occurrence of Force Majeure Circumstances, that party (“the Affected Party”) will immediately give notice to the other of the details of the Force Majeure Circumstances and the impact on the Affected Party meeting its obligations under the Contract and the parties will seek to agree arrangements and adjustments to the Contract as necessary.

14.3 If agreement is unable to be reached the matter will be referred to resolution of the dispute under clause 17.

14.4 Unless otherwise agreed in writing, upon cessation of the Force Majeure Circumstances, both parties shall as far as practicable complete performance of their respective obligations under the Contract.

15 Termination for Convenience

15.1 Without prejudice to any of its other rights or remedies under the Contract or otherwise, GRC may at any time by written notice to the Supplier terminate the Contract.

15.2 If the Contract is terminated under clause 15.1 GRC is liable only for:
(1) payments under clause 9.1 for accepted Deliverables provided in accordance with the Contract before the effective date of termination; and

(2) reasonable costs actually incurred by the Supplier and directly attributable to the termination.

15.3 Council is not liable to pay compensation under clause 15.2 for any amount which would, in addition to any payments already made, exceed the Price.

15.4 The Supplier is not entitled to compensation for loss of prospective profits.

16 Default and Termination

16.1 GRC may immediately terminate the Contract by notice in writing to the Supplier if:

(1) the Supplier has failed to remedy a breach of this Contract within 30 days after a notice to remedy has been given by GRC specifying the breach;

(2) the Supplier:

(a) becomes insolvent;

(b) becomes subject to any form of external administration;

(c) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(d) is wound up, voluntarily or involuntarily.

16.2 The Supplier may terminate the Contract immediately by notice in writing if GRC has failed to remedy a breach of the Contract within 30 days after a notice to remedy has been given by the Supplier specifying the breach.

16.3 Termination of the Contract will not affect any claim or action either party may have against the other by reason of any prior breach of the Contract and will not relieve either party of any obligation under the Contract which is expressed to continue after termination.

16.4 If the Supplier fails to comply with its obligations under clause 6.3, GRC may have the Goods and/or Services re-supplied or re-performed by others and the Supplier shall pay GRC on demand any costs incurred by GRC in doing so.

16.5 Clauses 6, 7, 8, 12, 17, 20, 21, 22 and 23 survive termination of expiration of the Contract.

17 Dispute Resolution

17.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of the Contract (“a Dispute”) unless that party has complied with this clause.

17.2 In this clause:

“Complainant” means the party who alleges there is a Dispute;

“Respondent” means the party with whom the Complainant has the Dispute.

17.3 If a Dispute arises under the Contract, the Complainant must tell the Respondent in writing:

(1) the nature of the Dispute; and

(2) the outcome the Complainant wants; and

(3) what action the Complainant proposes will settle the Dispute.

17.4 The parties must then try to reach an agreement which will resolve the Dispute.

17.5 If an agreement is not reached within 2 weeks of notice under clause 17.3 the parties shall attend mediation with a mediator appointed by agreement between the parties or, failing agreement, appointed by the President of the Queensland Law Society.

17.6 The parties shall each pay one half of the mediator’s costs.
18 **Notices**

18.1 Notices under the Contract must be in writing and may be signed by a party or its solicitor.

18.2 Notices are effectively given if delivered, posted or emailed to the other party at the addresses as may be notified from time to time and when posted will be deemed to have been received on the second business day after posting.

19 **Assignment and Subcontracting**

19.1 Neither party may assign its rights under the Contract without the prior written approval of the other.

19.2 The Supplier must not, without the prior written approval of GRC, subcontract any part of the works under the Contract.

19.3 Approval to any subcontract shall not relieve the Supplier of its obligations under the Contract.

19.4 The Supplier shall be liable for the acts, defaults or omissions of any subcontractor, employee or agent of the Supplier as if they were those of the Supplier.

20 **Local Government Act**

The Supplier acknowledges and accepts that the Supplier and any person performing the Services on behalf of the Supplier are bound by the provisions of sections 199 and 200 of the Local Government Act 2009 and breach of either section will constitute a breach of the Contract.

21 **Confidentiality**

21.1 Each party agrees not to disclose any confidential information of the other party without the prior written consent of the other party except:

1. to its officers, employees and advisers requiring that information for the conduct of duties of a party under the Contract;

2. in respect to GRC to its auditors, elected councillors, Minister, or otherwise as required for local government purposes;

3. as required under the Right to Information Act 2009; and

4. as otherwise required or permitted by law.

21.2 Except as expressly permitted in writing by GRC, the Supplier must not issue any statement or release any information relating to the Contract.

22 **Protection of Personal Information**

22.1 If the Supplier collects or has access to any Personal Information in order to perform the Contract, the Supplier must when performing the Contract comply with the provisions of the Information Privacy Act 2009 as if it were an agency, and with the Australian Privacy Principles under the Privacy Act 1988 which are applicable to GRC as an agency.

22.2 GRC may need to collect personal information about the Supplier or the Supplier’s Staff, including details to establish a supplier account before invoices can be paid. The capture and retention of that information will be in accordance with GRC’s Privacy Policy.

23 **Intellectual Property**

The Supplier grants (and must where applicable procure that relevant third parties grant) GRC an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and
transferable licence to exercise all Intellectual Property Rights in the Deliverables for any purpose.
The Supplier warrants that it is authorised to grant the rights under this clause.

24 Waiver
The non-exercise or delay in exercising any power or right of a party does not operate as a waiver of
that power or right, unless this is expressly agreed in writing.

25 No partnership
The Contract does not create any partnership, joint venture or agency relationship between the
parties.

26 No authority
Neither party may incur any liability on behalf of the other party except with that other party's prior
written consent.
## SECTION 4.  Tenderer’s Offer
### 4.1  Business Information

<table>
<thead>
<tr>
<th>Registered Business Name</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsidiary/Holding</td>
<td></td>
</tr>
<tr>
<td>Company/Parent Company</td>
<td></td>
</tr>
<tr>
<td>and any related entities</td>
<td></td>
</tr>
<tr>
<td>including ACN</td>
<td></td>
</tr>
<tr>
<td>Registered Business ABN</td>
<td></td>
</tr>
<tr>
<td>Registered Business Address</td>
<td></td>
</tr>
<tr>
<td>Phone Number/s</td>
<td></td>
</tr>
<tr>
<td>email Address</td>
<td></td>
</tr>
<tr>
<td>Director of Company</td>
<td></td>
</tr>
<tr>
<td>Partner/Manager</td>
<td></td>
</tr>
<tr>
<td>Company Secretary</td>
<td></td>
</tr>
</tbody>
</table>

**Person Responsible for Tender**

| Responsible Person Position |            |
|                             |            |
| Responsible Person Phone #  |            |
| Responsible Person email    |            |

**Other Key Personnel Involved (if applicable)**

<table>
<thead>
<tr>
<th>Name &amp; Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Page 24 of 33  COMMERCIAL IN-CONFIDENCE  Released Date: 11 May 2019
### 4.2 Local Content

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where is the ‘Head Office’ of your business located? (please provide the address)</td>
<td></td>
</tr>
<tr>
<td>Branch office address if applicable (if in the Gladstone Region)</td>
<td></td>
</tr>
<tr>
<td>How long has your business been established in the Gladstone Region?</td>
<td></td>
</tr>
<tr>
<td>In relation to this quote, what percentage of services will be sourced from the Gladstone Region? (Please provide a statement/explanation to support the quoted percentage included here.)</td>
<td></td>
</tr>
<tr>
<td>Number of full-time employees in the business (Currently)</td>
<td></td>
</tr>
<tr>
<td>Number of full-time employees in the business (currently) who are from the Gladstone Region</td>
<td></td>
</tr>
<tr>
<td>Will your business be hiring new employees to complete any portion of this work? If yes, please provide details, including how many new employees are intended to be from the Gladstone Region.</td>
<td></td>
</tr>
<tr>
<td>If applicable, please provide details of any proposed sub-contractors to be used from the Gladstone Region.</td>
<td></td>
</tr>
</tbody>
</table>
### Insurances & Accreditation

<table>
<thead>
<tr>
<th>Public Liability Insurance (Minimum $20 Million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurer</td>
</tr>
<tr>
<td>Sum Insured</td>
</tr>
<tr>
<td>Policy Expiry</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers Compensation Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Expiry</td>
</tr>
<tr>
<td>Certificate Included?</td>
</tr>
<tr>
<td>Policy Expiry</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ISO Accreditations Held (not mandatory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISO 9001 Quality Management – Accredited?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>ISO 14001 Environmental Management Systems –</td>
</tr>
<tr>
<td>Accredited?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>AS/NZS 4801 Safety Management System –</td>
</tr>
<tr>
<td>Accredited?</td>
</tr>
<tr>
<td>Yes/No</td>
</tr>
</tbody>
</table>

*Please provide copies of all accreditation certificates*
### 4.4 Fee Proposal

The Tenderer acknowledges and agrees that:

1) Price details must not be included anywhere else in the Tender unless stated below;
2) This Proposal must set out the various components of cost included in the Tender;
3) All prices quoted by the Tenderer must exclude GST payable unless otherwise stated;
4) This Proposal must include details about any assumption or other caveats on which Tenders are based, their price and effect, and information or events required to remove caveats;
5) In fixed Australian dollar terms, with the description of how adjustments will be calculated.

Tenderer must complete the attachment ‘127-19 - Attachment 4.1 - Schedule of Rates.xlsx’ in full.

<table>
<thead>
<tr>
<th>Exclusions and/or Recommended additional work</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Potential cost savings identified by Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use this space to describe and estimate any identified potential cost savings if applicable</td>
</tr>
</tbody>
</table>


### Relative Experience and Past Performance

#### Core Business
Provide a description of your Core Business, services provided, as well as information relating to your organisation’s experience with similar Contracts/Projects.

<table>
<thead>
<tr>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
</tr>
<tr>
<td>Project Address</td>
</tr>
<tr>
<td>Period of Performance</td>
</tr>
<tr>
<td>Cost/Budget $</td>
</tr>
<tr>
<td>Company Contact Person</td>
</tr>
<tr>
<td>Contact Person Role</td>
</tr>
<tr>
<td>Contact Phone / Email</td>
</tr>
</tbody>
</table>

**Details of Scope Performed relevant to this Tender submission**
(Skills required, lessons learned relevant to this Scope of Works)

<p>| Nominated Key Personnel who worked on this project |</p>
<table>
<thead>
<tr>
<th>Demonstrated Past Performance and Reference #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Project Description</td>
</tr>
<tr>
<td>Project Address</td>
</tr>
<tr>
<td>Period of Performance</td>
</tr>
<tr>
<td>Cost/Budget $</td>
</tr>
<tr>
<td>Company Contact Person</td>
</tr>
<tr>
<td>Contact Person Role</td>
</tr>
<tr>
<td>Contact Phone / Email</td>
</tr>
</tbody>
</table>

Details of Scope Performed relevant to this Tender submission
(Skills required, lessons learned relevant to this Scope of Works)

Nominated Key Personnel who worked on this project
4.6 Tenderer’s Key Personnel

The Tenderer must complete one table for each of the Key Personnel who will be allocated to this Project. The Tenderer shall copy and add extra tables as required in order to provide this information for all personnel allocated to the Project.

Failure to complete the below personnel details shall render the Tender Submission non-conforming (i.e. Do not write ‘see resume/CV’ and attach separate documents).

<table>
<thead>
<tr>
<th>Tenderer’s Key Personnel #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Allocation to this Project</td>
</tr>
<tr>
<td>(% or hrs)</td>
</tr>
<tr>
<td>Location during Project</td>
</tr>
<tr>
<td>Qualifications (provide copies)</td>
</tr>
<tr>
<td>Years experience (specific to this Project)</td>
</tr>
<tr>
<td>Experience specific to this Tender</td>
</tr>
</tbody>
</table>


## 4.7 Nominated Sub-contractors

The Tenderer must supply the below information for all sub-contractors to be utilised in the completion of the scope.

The Tenderer shall copy and add extra tables as required in order to provide this information for all proposed sub-contractors to be utilised in executing this Project.

Failure to complete the below details shall render the Tender Submission non-conforming.

<table>
<thead>
<tr>
<th>Sub-contractor #1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Sub-Contractor Name</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>ABN/ACN</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Licence or Trade Certificate Number</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Work to be completed for this Tender</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Experience specific to this Tender</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-contractor #2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Sub-Contractor Name</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>ABN/ACN</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Licence or Trade Certificate Number</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Work to be completed for this Tender</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Experience specific to this Tender</strong></td>
</tr>
</tbody>
</table>


4.8 Tenderer’s Acknowledgement

The Tenderer acknowledges and agrees that this Tender:

1) is for the price as set out in the Schedules;
2) is accurate, valid and remains open for acceptance by Gladstone Regional Council until the end of the Validity Period; and
3) has been compiled in accordance with the Conditions of Tender contained herein.

The Tenderer acknowledges and agrees that:

1) it has fully examined the Invitation to Tender and any other documents referenced or referred therein, and any other information made available by Gladstone Regional Council to Tenderers for the purposes of submitting a Tender;
2) it has made its own interpretations, deductions and conclusions from the information made available to it and accepts full responsibility for such;
3) it has considered all information relevant to the risks, contingencies and other circumstances having an influence on the responses in its Tender and which is obtainable by the making of reasonable inquiries;
4) it sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances having effect on its Tender;
5) it has read, taken appropriate advice on and fully understood this Invitation to Tender and its requirements, including the terms of contract detailed in Section 3;
6) in lodging its Tender, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Gladstone Regional Council, or its officers, employees, agents or advisers other than any statement, warranty or representation contained in this Invitation to Tender;
7) it satisfied itself as to the correctness and sufficiency of its Tender;
8) it is responsible for all costs and expenses related to:
9) the preparation and lodgement of its Tender;
10) any subsequent negotiation/interview;
11) any other action or response in relation to this Invitation to Tender.
12) it is not aware of any circumstances or relationships that constitute a conflict or potential conflict of interest in respect of this Invitation to Tender or the Tenderer’s obligations if is selected. The Tenderer must state any circumstances or relationships which constitute a conflict or potential conflict of interest in respect of this Invitation to Tender;
13) grants authority to Gladstone Regional Council to conduct such investigations of the financial standing of the Tenderer as Gladstone Regional Council deems necessary and reasonable for the purposes of conducting its evaluation of this Tender; and
14) in submitting its Tender, the Tenderer agrees to be bound by the Conditions of the Invitation to Tender.
4.9 Tenderers Checklist and Authorisation

Compliant Tender Submissions must include the following components:

☐ Invitation to Tender: Section 4 (this document) completed in full and signed below by an authorised representative of the Tenderer

☐ Completed Fee Proposal (127-19 - Attachment 4.1 - Schedule of Rates.xlsx)

☐ Copies of Licences, Tickets, Qualifications as required in Scope of Works (Section 2.11)

☐ Workplace Health & Safety, Quality and Environment supporting documentation as required in Scope of Works (Section 2.15)

☐ Certificate of Currency: Workers Compensation Insurance

☐ Certificate of Currency: Public Liability Insurance

The individual submitting this Tender warrants that he or she is duly authorised to bind the party for whom he or she signs this Tender.

<table>
<thead>
<tr>
<th>Authorised by (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Signature &amp; date</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Witness (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Witness Signature &amp; date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>