



PART - 1 & 2: REQUEST FOR TENDER

**Water Truck Hire 2025 – 2027 (Preferred Supplier
Arrangement)**

CONTRACT NO: T2526.11

Request for Tender



PART 1 – PREAMBLE				
<p>Banana Shire Council invites tenders from suitably qualified tenderers for the hire of water trucks to work with Council's various maintenance graders and the Taroom Construction Crew for the maintenance of sealed and unsealed roads within Council's road network as described in more detail in Part 5 – Scope and the Technical Specifications.</p> <p>Contracts will be awarded for each grader patrol area individually, and it will be valid until 30 June 2027, with a possible 1-year extension.</p>				
PART 2 – GENERAL INFORMATION				
1. Contract details:	T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement)			
2. Communications by Tenderers:	Communications regarding the Procurement Process must be submitted to tenders@banana.qld.gov.au no later than five (5) calendar days prior to the time stated in Item 4			
3. Briefing or site inspection:	Details Tender Briefing, to be held on the 21 st of August 2025, at 8.00 am 62 Valentines Plains Road, Biloela Qld 4715 – A teams link will be made available for those who cannot attend in person	Maximum attendees n/a	Mandatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RSVP RSVP to tenders@banana.qld.gov.au by the 20 th of August 2025, at 11.00 am
4. Submission of Tender:	Tenders must be submitted electronically only at tenders@banana.qld.gov.au or VendorPanel no later than 11:00 am on 12th September 2025 . <i>Note// Adequate time must be allowed for the Tender and all supporting documents to be uploaded or received by this time.</i>			
5. Evaluation Criteria:	Evaluation Criteria			Weighting (%) (Optional)
	Price			40
	Compliance with Specifications Required			30
	Previous Experience			10
	Quality, Environmental, Safety and Other Management Processes			10
	Local Content			10
6. Tenders should not be longer than:	N/A			
7. Tenders to be valid for:	90 calendar days after the time stated in Item 4 (as extended if at all, pursuant to the Procurement Process Conditions)			
8. Complaints:	Complaints regarding Procurement Process to be directed to: tenders@banana.qld.gov.au			
PART 3 – PROCUREMENT PROCESS CONDITIONS				

The Procurement Process is governed by the Local Government Act (2009), Local Government Regulation (2012) and the current Council's Procurement Policy.

The Request for Tender is to be read in conjunction with, the Procurement Process Conditions attached to or provided with this Request for Tender and identified as **T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) - Procurement Process Conditions.**

PART 4 – CONTRACT

Council will provide a contract document at its discretion or unless it is a large contractual arrangement as required by the Local Government Regulation (2012) and shall be substantially in the form fit for purpose for the **T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – Contract.**

PART 5 – SCOPE

The Scope is described in the document(s) attached to or provided with this Request for Tender and identified as **T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – Scope**
T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – General Specification
T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – Technical Specification
T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – Locality Maps - Appendix A
T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – Pricing Schedule - Appendix B

PART 6 – RESPONSE SCHEDULES

The Tender must be submitted in the form provided in the response schedules attached to or provided with this Request for Tender and identified as **T2526.11 Water Truck Hire 2025 – 2027 (Preferred Supplier Arrangement) – Response Schedules.**



Part 3: Procurement Process Conditions

Water Truck Hire 2025-2027 (Preferred Supplier Arrangement)

CONTRACT NO.: T2526.11

Contents



Page No.

1. GENERAL	2
2. BRIEFINGS AND SITE INSPECTIONS (RFT ONLY)	3
3. COMMUNICATIONS DURING PROCUREMENT PROCESS.....	3
4. THE RESPONSE (RFT ONLY)	3
5. RESPONDENT'S GENERAL WARRANTIES AND REPRESENTATIONS.....	4
6. RESPONDENT'S FURTHER WARRANTIES AND REPRESENTATIONS (RFT ONLY).....	5
7. LODGEMENT AND OPENING OF RESPONSES.....	6
8. ASSESSMENT OF RESPONSES.....	7
9. SHORTLISTING (RFT).....	8
10. ACCEPTANCE (RFT ONLY)	8
11. DOCUMENTS AND INFORMATION	9
12. DEFINITIONS	11
13. GENERAL PROVISIONS.....	16

1. GENERAL

- 1.1 **(Conduct of the Procurement Process)** The Principal will endeavour to conduct the Procurement Process in a manner which is consistent with these Procurement Process Conditions.
- 1.2 **(Rights of the Principal)** The Principal may do anything which it considers to be prudent or necessary for the proper conduct of the Procurement Process, including:
- (a) **(alteration of Procurement Documents)** amend, add to or delete any part of the Procurement Documents including:
 - (i) the procedures and timeframes provided in the Procurement Process Conditions;
 - (ii) the Evaluation Criteria (including weightings);
 - (iii) the Scope; and
 - (iv) where one is included in the Procurement Documents, the Contract;
 - (b) **(suspension or termination)** suspend or terminate the Procurement Process;
 - (c) **(attendances)** request any one or more Respondents to attend a briefing, site inspection or other meeting or to make a presentation of their Response in person at the Principal's office at no cost to the Principal;
 - (d) **(change or error in Procurement Documents)** request any one or more Respondents to change their Response to take account of a change in the Procurement Documents or any error in such documents;
 - (e) **(clarification or alteration)** request any one or more Respondents to clarify or alter any aspect of the Respondent's Response;
 - (f) **(additional information)** request additional information from one or more Respondents relating to a Response, the Procurement Process, the Respondent's compliance with the Procurement Process Conditions or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the Respondent's Response);
 - (g) **(negotiation)** negotiate amendments to any aspect of a Response with any one or more Respondents and suspend or terminate such negotiations at any time;
 - (h) **(revised Responses)** invite one or more Respondents to provide a revised Response or best and final offer; and/or
 - (i) **(shortlisting)** create a shortlist of one or more Respondents and exercise any of its rights only in respect of one or more of the shortlisted Respondents.
- 1.3 **(Conduct of Respondents)** The Respondent must not, and must ensure that its Personnel do not, engage in any Improper Conduct. The Respondent must immediately notify the Principal in the event that it becomes aware that it, or any of its Personnel, have engaged in Improper Conduct. Where appropriate, the Principal may report Improper Conduct by the Respondent to the appropriate Authority and provide that Authority with any relevant information related to that conduct.
- 1.4 **(Complaints in relation to the Procurement Process)** The Respondent must make any complaint in relation to the Procurement Process using the Communication Method immediately upon the cause of the complaint arising or upon the Respondent becoming aware of the cause.

Procurement Process Conditions

The complaint must be made in writing to the Complaints Manager and must contain adequate detail to allow the Complaints Manager to properly investigate the complaint.

- 1.5 **(No warranty)** The Principal gives no warranty and makes no representation that the Procurement Documents or any other information provided to the Respondent in connection with the Procurement Process is accurate, adequate or complete.
- 1.6 **(No liability)** Neither the Principal nor its Personnel shall be liable upon any Claim for any Specified Loss in connection with the Procurement Process.

2. BRIEFINGS AND SITE INSPECTIONS (RFT ONLY)

- 2.1 **(Attendance)** The Respondent must attend any briefing or a site inspection which is identified in the General Information as mandatory. Respondents are encouraged to attend any briefing or site inspection which is not described as mandatory.
- 2.2 **(RSVP)** The Respondent must confirm that it intends to attend the briefing or site inspection to the email address and by the time and date stated in the General Information and may only bring a maximum of the number of Personnel stated in the General Information.
- 2.3 **(Safety)** The Respondent must inform itself of risks to health and safety arising from attendance at the briefing or site inspection and take all reasonable steps to ensure that such risks are eliminated or, if it is not possible to eliminate them, to minimise them so far as is practicable.
- 2.4 **(Obligation to inspect)** Where no site inspection is identified in the General Information, the Respondent must make its own arrangements to inspect the site prior to lodging its Response.

3. COMMUNICATIONS DURING PROCUREMENT PROCESS

- 3.1 **(Communication Method)** All communications by the Principal to the Respondent shall at first instance be made using the Communication Method. Except where expressly permitted by these Procurement Process Conditions, all communications by the Respondent to the Principal in connection with the Procurement Process shall at first instance be directed to the Principal using the Communication Method. No other communication method may be utilised by the Respondent unless expressly permitted by the Principal or where technical difficulties prevent the Respondent from utilising the Communication Method or the Principal expressly agrees to an alternative method.
- 3.2 **(Respondent's responsibility)** The Respondent must ensure that it is capable of receiving and does receive all communications to the Respondent in connection with the Procurement Process. Where the Communication Method is email, it is the Respondent's responsibility to ensure that it notifies the Principal of the correct email address for receiving communications. Where the Communication Method is through a website, the Respondent must ensure that it is properly registered with and capable of receiving communications through the website.
- 3.3 **(Confidentiality of communications)** The Principal may notify any or all Respondents of a request for further information made by a Respondent and the Principal's response to it without identifying the submitting Respondent or may keep a request for information confidential and respond only to the Respondent if it considers that it is appropriate to do so.
- 3.4 **(No reliance)** The Respondent must not rely upon any information (including information provided at a briefing or site inspection) unless it is confirmed by the Principal through the Communication Method.
- 3.5 **(Communication Closing Time)** The Principal will not respond to any request for information received after the Communication Closing Time.

4. THE RESPONSE (RFT ONLY)

- 4.1 **(Application of clause)** This clause 4 only applies in respect of an RFT .

Procurement Process Conditions

- 4.2 **(Acceptance of Contract and Scope)** If one has not been provided, the Respondent must obtain a copy of the Contract from the Principal by requesting a copy through the Communication Method. Except to the extent that the Respondent has detailed a proposed alternative, amendment, qualification or departure in a Response, the Respondent will be taken to have unconditionally accepted and agreed to:
- (a) be bound by the terms and conditions of the Contract; and
 - (b) carry out and complete the whole of the obligations described in or to be reasonably inferred from the Procurement Documents.
- 4.3 **(Price)** The Price must be submitted exclusive of GST and in Australian dollars.
- 4.4 **(Discrepancy in Price)** Where the Response Form requires the Respondent to provide a Price and there is a discrepancy between the amount stated in the Response Form as the Respondent's Price and the sum total of the items in any Price Schedule then:
- (a) if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Respondent's Price; or
 - (b) if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.
- 4.5 **(Response Validity Period)** The Respondent's Response will remain valid and open for acceptance by the Principal until the end of the Response Validity Period and thereafter until it is withdrawn in writing by the Respondent or the Procurement Process is finalised. The Principal may consent to the Respondent withdrawing its Response before the end of the Response Validity Period. The Principal may request an extension of the Response Validity Period at any time by giving written notice to the Respondent. If the Respondent does not agree to the requested extension then the Principal may exclude the Respondent's Response from assessment or further assessment as the case may be.
- 4.6 **(Alternative Responses)** If the Respondent wishes to submit an Alternative Response, then the Respondent is encouraged to:
- (a) also submit a Conforming Response; and
 - (b) submit the Alternative Response on a separate Response Form to the Conforming Response, clearly marked, "ALTERNATIVE RESPONSE" accompanied by a clear summary of all points of difference between the Alternative Response and the Conforming Response.

5. RESPONDENT'S GENERAL WARRANTIES AND REPRESENTATIONS

- 5.1 **(Warranties and Representations)** By lodging a Response, the Respondent warrants and represents that:
- (a) **(conduct of Respondent)** neither the Respondent nor any of its employees or agents has engaged in any Improper Conduct;
 - (b) **(authority)** the Response has been signed and lodged by a person with authority to do so on behalf of the Respondent;
 - (c) **(basis of Response)** the Respondent:
 - (i) has received or obtained copies of all of the Procurement Documents and all information or documents referred to in the Procurement Documents; and

Procurement Process Conditions



- (ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided or any representation made by or on behalf of the Principal in connection with the Procurement Process in preparing its Response;
- (d) **(accuracy of Response)** all information provided in or with the Response is accurate;
- (e) **(ability)** the Respondent and its relevant Personnel:
 - (i) hold (and are compliant with all requirements of) all necessary competencies, licences (including if necessary, a licence under the *Queensland Building and Construction Commission Act 1991* (Qld)), accreditations, certifications, permits, clearances and other authorisations which will be required for the Respondent to carry out the Scope if it is ultimately engaged to carry out that Scope; and
 - (ii) are not excluded from submitting a tender under any applicable Queensland or Federal Government scheme, code or policy;
- (f) **(suitability etc. of works, goods or services)** where the Principal has stated in the Procurement Documents the purpose(s) for which the works, goods or services must be suitable, appropriate, adequate or fit, the works, goods or services shall be suitable, appropriate, adequate and fit for those purposes (but this warranty and representation will not apply to the extent (if any) that the Respondent has expressly excluded or limited it in the Respondent's Response);
- (g) **(Effect of implied warranties)** neither clause 5 nor clause 6 shall operate in any way to limit, exclude or otherwise restrict the operation of any warranty implied by law.

6. RESPONDENT'S FURTHER WARRANTIES AND REPRESENTATIONS (RFT ONLY)

- 6.1 **(Application of clause)** This clause 6 only applies in respect of an RFT .
- 6.2 **(Warranties and Representations)** By lodging a Response, the Respondent warrants and represents that:
 - (a) **(investigations)** the Respondent has undertaken its own enquiries and investigations to satisfy itself of:
 - (i) the nature and extent of the Scope, its contractual obligations and all other risks, contingencies and other circumstances which could have an impact on its ability to carry out and complete the obligations it will have under the Contract if its Response is accepted for the Price; and
 - (ii) the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful Respondent is required to design works, any preliminary design included in the Scope) for the purposes stated in or to be reasonably inferred from the Scope;
 - (b) **(ability)** the Respondent and its relevant Personnel:
 - (i) have and will maintain the necessary experience, expertise and skill to perform its obligations under the Contract in accordance with the requirements of the Contract in the event that its Response is accepted; and
 - (ii) have and will maintain the resources necessary to comply with the timeframes for the performance of the Contract stated in the Procurement Documents (as amended if at all, pursuant to these Procurement Process Conditions);
 - (c) **(price)** the Price, and all rates, sums and prices included in the Response allow for:

- (i) all of the risks, contingencies and other circumstances which could have an effect on the Respondent's ability to carry out and complete the obligations it will have under the Contract if its Response is accepted for the Price, except to the extent that the Contract expressly allows an adjustment;
 - (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the obligations it will have under the Contract if its Response is accepted, whether or not those items are expressly mentioned in the Contract; and
 - (iii) unless the Contract expressly allows an adjustment, rise and fall in costs;
- (d) **(competitive neutrality)** if the Respondent is required by law to comply with principles of competitive neutrality, the Respondent has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Procurement Process and the acceptance by the Principal of the Respondent's Response will not breach those principles;
- (e) **(notice)** the Respondent has notified the Principal in its Response of any:
- (i) ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from the Procurement Documents;
 - (ii) any assumptions that it has made in determining its Price;
 - (iii) further information or investigations which it considers that it requires to enable it to give the warranties and make the representations in this clause 6,

and otherwise gives all warranties and makes all representations which the Contract requires to be given or made by the successful Respondent. The Respondent acknowledges that the Principal will rely on these warranties and representations in entering into a contract with the successful Respondent.

7. LODGEMENT AND OPENING OF RESPONSES

7.1 (Method of lodgement) A Response must be lodged:

- (a) if the Tender Box is a website, by uploading it to the Tender Box;
- (b) if the Tender Box is an email address, by sending it as an attachment to an email to the Tender Box; or
- (c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Principal may direct or allow the Response to be lodged by an alternative method.

7.2 (Time of lodgement) A document forming part of a Response shall be deemed to have been lodged:

- (a) where the Tender Box is a website, at the time that the document is successfully uploaded to the Tender Box, as indicated on the electronic receipt issued to the Respondent;
- (b) where the Tender Box is an email address, at the time that an email attaching the document is successfully delivered to the Tender Box, as indicated on the email system on which the Tender Box is hosted;
- (c) where the Tender Box is a physical address, at the time that the document is physically received at the Tender Box; or

Procurement Process Conditions



- (d) where the Response is lodged by an alternative method allowed by the Principal, when it is received by the Principal by that method.

7.3 **(Response opening)** Responses will not be opened publicly and the Respondent will not be permitted to attend the opening of Responses.

8. ASSESSMENT OF RESPONSES

8.1 **(Evaluation Criteria)** In determining which Response(s) are most advantageous to the Principal, each Response evaluated in accordance with these Procurement Process Conditions will be assessed, but not necessarily exclusively, against the Evaluation Criteria (if any).

8.2 **(Considerations)** In assessing Responses, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:

- (a) information contained in the Response or any amendment to or clarification of a Response;
- (b) information provided at a meeting with or presentation by the Respondent;
- (c) outcomes from discussions with a Respondent's referees (if any);
- (d) information obtained pursuant to clause 8.5;
- (e) the Respondent's past performance under other contracts with the Principal or third parties; and
- (f) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate Responses or any advisor to such persons.

8.3 **(Uncertainties)** The Principal may ignore any part of a Response which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Respondent and may assess the balance of the Response.

8.4 **(Right to exclude)** The Principal may, but shall not be obliged to, reject or exclude from assessment any Response including:

- (a) a Non-Conforming Response, an Alternative Response or a Late Response;
- (b) a Response, in respect of which the Principal reasonably believes that the Respondent has:
 - (i) failed to comply with these Procurement Process Conditions or any request made by or on behalf of the Principal pursuant to them within the time required; or
 - (ii) breached a warranty given or representation made pursuant to these Procurement Process Conditions or that a warranty, declaration or representation in the Respondent's Response is false or misleading in any material respect;
- (c) a Response in respect of which the Principal reasonably believes that the Respondent cannot reasonably comply with the obligations which it will have under the Contract (in the event that its Response is successful) for the Price; or
- (d) a Response which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the Response is satisfactory;

Procurement Process Conditions

- 8.5 **(Other information or assistance)** The Principal may undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a Response (including verifying any warranty, representation or declaration made or given in the Response or pursuant to these Procurement Process Conditions) or any other matter which it considers relevant to the conduct of the Procurement Process. The Respondent must cooperate with such investigations and provide all information and assistance reasonably requested by or on behalf of the Principal in connection with the investigation.

9. SHORTLISTING (RFT)

- 9.1 **(Application of clause)** This clause 9 only applies in respect of an RFT.
- 9.2 **(Shortlisting)** The Principal intends, but is not bound, to create a shortlist of Respondents and invite tenders from the shortlisted Respondents.
- 9.3 **(No obligation)** The Principal is not bound to shortlist or invite a tender from any Respondent, including the Respondents with the highest scores against the Evaluation Criteria. The Principal may shortlist and invite tenders from as many or as few Respondents as the Principal sees fit and may choose not to shortlist any Responses or invite any tenders.
- 9.4 **(Local preference- Not used)** The Principal may shortlist an EOI that is from a Local Supplier in preference to comparable EOIs from Non-Local Suppliers even if the EOIs from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria.
- 9.5 **(RFT)** A Respondent shall not be entitled to submit a tender unless and until the Principal expressly invites the Respondent to submit a tender in writing.
- 9.6 **(Unsuccessful Respondents)** Unsuccessful Respondents will be notified after the Procurement Process is concluded. The Principal may provide feedback to unsuccessful Respondents if requested to do so, but such feedback may be general in nature, will be limited to the Respondent's EOI only and may be postponed until after any related Request for Tender process is finalised.

10. ACCEPTANCE (RFT ONLY)

- 10.1 **(Application of clause)** This clause 10 only applies in respect of an RFT.
- 10.2 **(Ability to accept)** The Principal is not bound to accept the Response with the lowest Price or the Response with the highest score against the Evaluation Criteria, or any Response. The Principal will, if it accepts a Response, accept the Response(s) which it reasonably believes are the most advantageous to it having regard to the Sound Contracting Principles and the requirements of the *Local Government Regulation 2012* (Qld) to the extent that they are applicable and relevant to the Procurement Process.
- 10.3 **(Local preference)** The Principal may accept a Response lodged by a Local Supplier in preference to comparable Responses from Non-Local Suppliers even if the Responses from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria, so long as the overall differences are not substantial, and so long as it is clear that the Local Supplier can meet the Principal's requirements at an acceptable standard which is generally comparable to that of the Non-Local Suppliers.
- 10.4 **(Acceptance of more than one Response and acceptance of part of a Response)** The Principal may accept a Response in whole or in part. Without limiting this, where the Scope comprises distinct portions of works, goods or services, the Principal may accept a Response from one or more Respondents in relation to different portions of the works, goods or services as if those portions had been the subject of separate Procurement Processes.

Procurement Process Conditions

10.5 **(No contract or appointment until formal acceptance)** Unless and until the Principal expressly notifies the Respondent in writing that the Respondent's Response (as amended by any post-Response negotiation, if any) has been successful or the parties execute a contract:

- (a) no binding contract for the provision of any work, services and/or goods by the Respondent will exist between the parties; and
- (b) in respect of an RFT for appointment as a Pre-qualified Supplier or Preferred Supplier, the Respondent will not be considered to be appointed as a Pre-qualified Supplier or Preferred Supplier.

For clarity, a statement published by the Principal but not specifically notified to the Respondent (including a record of a council resolution) to the effect that a Response has been accepted or a contract has been awarded does not, of itself, constitute an acceptance of the Response or notice that the Response has been successful or constitute a rejection of any other Response.

10.6 **(Form of Contract)** Unless the RFT stated that the Respondent would not be required to enter into a contract until it is separately engaged by the Principal to provide works, goods or services, if a Response is accepted, the successful Respondent will be required to enter into a contract in the form of the Contract, as amended by agreement between the parties.

10.7 **(Unsuccessful Respondents)** Unsuccessful Respondents will be notified after a Response has been accepted. The Principal may, at its discretion, notify unsuccessful Respondents of the name of, and Price submitted by, the successful Respondent. The Principal may provide feedback to unsuccessful Respondents if requested to do so, but such feedback may be general in nature and will be limited to the Respondent's Response only.

10.8 **(Arrangement with other local governments)** The Respondent acknowledges that if, pursuant to the Procurement Process, the Respondent is selected to be a Preferred Supplier or Pre-qualified Supplier for goods and/or services then any Related Local Government may make a contract with the Respondent for the supply of those goods and/or services, as if that Related Local Government had itself selected the Respondent to be a Preferred Supplier or Pre-qualified Supplier of those goods and/or services.

11. DOCUMENTS AND INFORMATION

11.1 **(Ownership)** The Procurement Documents remain the property of the Principal. The Response will become the property of the Principal upon lodgement.

11.2 **(Intellectual Property Rights)** Intellectual Property Rights in documents and information provided on behalf of a party in connection with the Procurement Process remain, as between the parties, with the party on whose behalf they were provided. The Principal and the Respondent grant each other a perpetual, non-exclusive, royalty free licence to do the things contemplated by clause 11.9. The licence so granted by the Respondent is irrevocable. The licence granted by the Principal may be revoked at any time on the giving of written notice.

11.3 **(Warranty and representation)** The Respondent warrants and represents that:

- (a) it owns or has a right to use the Intellectual Property Rights in its Response for the purpose of lodging a Response and undertaking the obligations which it will have under a contract with the Principal in the event that the Respondent's Response is accepted; and
- (b) it has the right and authority to grant the licence in clause 11.2 and the Principal's exercise of the rights so granted will not infringe the Intellectual Property Rights of a third party.

11.4 **(Confidentiality)** Except to the extent otherwise provided in these Procurement Process Conditions, each party shall keep Confidential Information of the other party confidential. The Respondent must inform each of its Personnel and any other person to whom Confidential

Procurement Process Conditions



Information of the Principal is disclosed of the Respondent's obligations under this clause 11.4. Subject to clause 11.9(b), the Respondent must return any and all Confidential Information when requested to do so by the Principal.

- 11.5 **(Information Privacy Act)** If the Respondent collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the Procurement Process, the Respondent must comply with Parts 1 and 3 of Chapter 2 of that Act as if the Respondent was the Principal. The Principal collects and uses personal information and non-personal information in the Response so that it can properly conduct the Procurement Process and otherwise carry out its functions as a Local Government. The Principal is authorised to collect this information under the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld) and other law. The information in the Respondent's Response will be accessible by employees of the Principal and third party personnel engaged to assist the Principal in conducting the Procurement Process or otherwise carrying out the functions of the Principal. Information in the Response may also be disclosed as required by the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld) as described below.
- 11.6 **(Local Government Regulation)** The *Local Government Regulation 2012* (Qld) provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display those details in a conspicuous place in the Principal's public office. The relevant details must be published or displayed in this manner for a period of at least 12 months.
- 11.7 The *Local Government Regulation 2012* (Qld) may also require the Principal to make documentation and information contained in, or provided by the Respondent in connection with, a Response (including documentation and information identified by the Respondent as confidential) publicly available where that documentation or information is:
- (a) discussed in a Local Government Meeting;
 - (b) included in a report or other document that:
 - (i) relates to an item on the agenda for a Local Government Meeting and is made available to Councillors or committee members for the purposes of the meeting;
 - (ii) is directly relevant to a matter considered or voted on at a Local Government Meeting; or
 - (iii) is presented at a Local Government Meeting for the consideration or information of the Local Government or committee; or
 - (c) otherwise required to be disclosed pursuant to a provision of the *Local Government Act 2009* (Qld) or the *Local Government Regulation 2012* (Qld).
- 11.8 **(Right to Information)** The *Right to Information Act 2009* (Qld) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by the Respondent in connection with a Response is potentially subject to disclosure to third parties, including documentation and information identified by the Respondent as confidential. Any application for disclosure will be assessed in accordance with the terms of the Act. Notwithstanding any other provision of the Procurement Documents or a Response, if a Response is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:
- (a) the name and address of the Principal and the successful Respondent;

Procurement Process Conditions

- (b) a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;
- (c) the date of award of the contract (including the relevant stages if the contract involves more than one stage);
- (d) the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of Responses);
- (e) the procurement method used; and
- (f) for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between the Principal and the Respondent.

11.9 **(Use of documents and information)** Documents and information provided on behalf of a party to the other party in connection with the Procurement Process (including documentation and information identified by the Respondent as confidential) may be used, copied, modified or disclosed as required by any law and otherwise:

- (a) by the Principal, as the Principal considers to be reasonably necessary to:
 - (i) properly conduct the Procurement Process;
 - (ii) exercise the rights granted to it in these Procurement Process Conditions;
 - (iii) obtain legal, accounting or other professional advice in connection with the Response;
 - (iv) report any actual or suspected Improper Conduct to the appropriate Authority; and/or;
 - (v) to otherwise properly carry out its functions as a Local Government;
- (b) by the Respondent, as is reasonably necessary to enable the Respondent to:
 - (i) prepare the Response;
 - (ii) obtain legal, accounting or other professional advice in connection with the Response; or
 - (iii) comply with the Respondent's corporate governance requirements.

If the Respondent is required by law to disclose Confidential Information of the Principal, the Respondent must notify the Principal of this prior to making such disclosure and must only disclose the minimum amount of information required to meet its obligation to disclose.

11.10 **(Media)** The Respondent must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, in connection with the Procurement Process in any media without the prior approval of the Principal.

12. DEFINITIONS

12.1 **(Definitions)** In these Procurement Process Conditions, unless the context otherwise requires:

- (a) **Addenda and Addendum** means any communication issued to Respondents in accordance with these Procurement Process Conditions which is identified as an Addendum;

Procurement Process Conditions



- (b) **Alternative Response** means a Response which is otherwise a Conforming Response but which in the opinion of the Principal, contains significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
- (c) **Authority** means a local government, the State of Queensland, the Commonwealth or other any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality having jurisdiction over the project;
- (d) **Business Day** means a day that is not a Saturday, Sunday or public holiday at Biloela;
- (e) **Claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including at law (including a breach of an express or implied term of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the Procurement Process;
- (f) **Communication Closing Time** means the time identified in the General Information as the time by which communications by Respondents must be submitted;
- (g) **Communication Method** means submitting an enquiry through the website forum or sending an email to the email address nominated for communications by Respondents in the General Information;
- (h) **Complaints Manager** means the person identified in the General Information as the person to whom complaints regarding the Procurement Process should be directed;
- (i) **Confidential Information** means documents and information provided or made available by or on behalf of one party to the other party in connection with the Procurement Process which are of their nature confidential (including copies of such documents and information) but not including documents and information which are in the public domain other than through a breach of clause 11.4;
- (j) **Conforming Response** means a Response which, in the opinion of the Principal:
 - (i) is substantially in the form and contains substantially all of the documentation, information, acknowledgements, warranties, declarations and undertakings required by the Response Schedules;
 - (ii) contains no significant alternatives, qualifications or amendments to or departures from the Contract or the Scope; and
 - (iii) in respect of Tenders or EOIs only, does not substantially exceed the Maximum Page Limit (if any);
- (k) **Contract** means:
 - (i) a contract which may be entered into between the Principal and a Respondent pursuant to an RFT and which will be in the form referenced in Part 4 – Contract of the RFT , as amended (if at all) by the express written agreement of the Principal; and
 - (ii) where an RFT is for appointment as a Preferred Supplier or Pre-qualified Supplier, also includes a contract which may be entered into during the term of the appointment unless the context requires otherwise;
- (l) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);

Procurement Process Conditions

- (m) **EOI (Expression of Interest)** means a Response lodged by a Respondent in response to an RFEI and includes all documents and information lodged with or as part of the expression of interest;
- (n) **Evaluation Criteria** means:
 - (i) for an RFT , the evaluation criteria (if any) set out in the General Information;
- (o) **General Information** means Part 2 – General Information of the RFT (as the case may be);
- (p) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (q) **Improper Conduct** means:
 - (i) engaging in any activity or obtaining any interest which results in or is likely to result in any actual, potential or perceived conflict between the interests of the Respondent and the Respondent's obligations to the Principal in connection with the Procurement Process;
 - (ii) engaging in misleading or deceptive conduct in connection with the Procurement Process;
 - (iii) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the Procurement Process;
 - (iv) canvassing, attempting to improperly influence, offering any inducement to or accepting or inviting improper assistance from any Councillor or other Personnel (or former Personnel) of the Principal in connection with the Procurement Process;
 - (v) using any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Respondent's Response;
 - (vi) breaching any law in connection with the Procurement Process;
 - (vii) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
 - (viii) engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld);
- (r) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (s) **Late Response** means any Response that is not received in the Tender Box (or otherwise received by the Principal by an alternative method permitted under the Procurement Process Conditions) by the Response Closing Time;
- (t) **Local Government** has the same meaning as in the *Local Government Act 2009* (Qld);
- (u) **Local Government Meeting** has the has the same meaning as in the *Local Government Act 2009* (Qld);

Procurement Process Conditions



- (v) **Local Supplier:**
 - (i) where the Principal's procurement policy provides a meaning of local supplier, has the meaning given in the Principal's procurement policy, a copy of which can be obtained from the Principal upon request; or
 - (ii) where the Principal does not have a procurement policy, or the procurement policy does not provide a meaning of local supplier, means a supplier that:
 - (A) is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal as determined under the *Local Government Regulation 2012* (Qld); or
 - (B) has its principal place of business within that local government area; or
 - (C) otherwise has a place of business within that local government area that solely or primarily employs persons who are residents or ratepayers of that local government area;
- (w) **Maximum Page Limit** means the number of pages which may be lodged as, with or in relation to the Response (including, unless otherwise indicated, all attachments, annexures, supplements, parts, schedules or appendices), which the General Information states a Response should not be longer than;
- (x) **Non-Conforming Response** means a Response which is not a Conforming Response or an Alternative Response;
- (y) **Non-Local Supplier** means a supplier (including a Respondent) that is not a Local Supplier;
- (z) **Personnel** includes the officers, employees, agents, representatives, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable;
- (aa) **Preamble** means Part 1 – Preamble of the RFT (as the case may be);
- (bb) **Preferred Supplier** means a supplier that has been selected as a preferred supplier pursuant to section 233 of the *Local Government Regulation 2012* (Qld);
- (cc) **Pre-qualified Supplier** means a supplier that has been selected as a pre-qualified supplier pursuant to section 232 of the *Local Government Regulation 2012* (Qld);
- (dd) **Price** means:
 - (i) where the Procurement Process is for appointment as a Preferred Supplier or Pre-qualified Supplier, the rates, sums or prices stated in the Response;
 - (ii) otherwise, subject to clause 4.4, the total price stated in the Response;
- (ee) **Price Schedule** means a Response Schedule which provides a breakdown of the Price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;
- (ff) **Principal or Purchaser** means Banana Shire Council;
- (gg) **Procurement Documents** means:
 - (i) the RFT (as the case may be); and
 - (ii) any Addenda issued pursuant to these Procurement Process Conditions,

Procurement Process Conditions



and includes all documents included in or incorporated by reference into these documents;

- (hh) **Procurement Process** means the process by which the Principal intends to, or does, invite, assess and where applicable, accept or reject Responses in respect of the Scope;
- (ii) **Procurement Process Conditions** means these procurement process conditions;
- (jj) **Quotation** means a Response lodged by a Respondent in response to an RFQ and includes all documents and information lodged with or as part of the quotation;
- (kk) **Related Local Government** means a local government that has entered into an arrangement with the Principal, as contemplated in section 235(f) of the *Local Government Regulation 2012* (Qld), to the effect that the local government may make a contract with a supplier that has been selected by the Principal to be a Preferred Supplier or Pre-qualified Supplier of goods and/or services, as if that local government had itself selected that supplier to be a Preferred Supplier or Pre-qualified Supplier of those goods and/or services.
- (ll) **Respondent** means:
 - (i) any person who lodges a Response; and
 - (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Procurement Documents during the Procurement Process, also includes such other persons,and includes a Tenderer;
- (mm) **Response** means, where these Procurement Process Conditions are incorporated into an:
 - (i) RFT, a Tender; or
- (nn) **Response Closing Time** means the time identified in the General Information as the time by which Responses must be submitted as varied (if at all) pursuant to these Procurement Process Conditions;
- (oo) **Response Form** means in respect of an:
 - (i) RFT :
 - (A) the document identified as the tender form or the quotation form (as the case may be) in the Response Schedules; or
 - (B) otherwise where there is no document identified as the tender form or quotation form, any document (other than a Price Schedule) which states the total price offered by the Respondent in the Response;
- (pp) **Response Schedules** means the schedules identified in Part 6 – Response Schedules of the RFT (as the case may be);
- (qq) **Response Validity Period** means the period stated in the General Information as the time for which Responses are to be valid as extended (if at all) pursuant to clause 4.5;
- (rr) **RFT (or Request for Tender)** means the request for tenders issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions, the Contract and the Scope);

Procurement Process Conditions

- (ss) **Scope** means the scope described in Part 5 – Scope of the RFT (as the case may be) and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in an Addendum;
- (tt) **Sound Contracting Principles** has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);
- (uu) **Specified Loss** means:
 - (i) any loss of, or loss of anticipated, profit, income, revenue, saving, production; business, contract or opportunity; increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; any other financial or economic loss; and
 - (ii) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;
- (vv) **Tender** means a Response lodged by a Tenderer in response to an RFT and includes all documents and information lodged with or as part of the tender;
- (ww) **Tender Box** means the website, email address or physical location at which the General Information states that Responses are to be submitted;
- (xx) **Tenderer** means:
 - (i) any person who lodges a Tender; and
 - (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Procurement Documents during the Procurement Process, also includes such other persons,

and words or terms not defined in these Procurement Process Conditions but defined in a Contract have the same meaning as in the Contract, except where the context otherwise requires.

13. GENERAL PROVISIONS

- 13.1 **(Interpretation of Procurement Documents)** The Procurement Documents must be read and construed together and are intended to be mutually explanatory.
- 13.2 **(Joint and several obligations)** An obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally.
- 13.3 **(Headings)** Clause headings are for reference purposes only and must not be used in interpretation.
- 13.4 **(No limitation)** The words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 13.5 **(Grammatical Forms)** Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning. Words importing the singular number include the plural number and words importing the plural number include the singular number.
- 13.6 **(Time)** References to time are to local time in Queensland. Where time is to be reckoned from a day or event, the day or the day of the event must be excluded. If any time period specified in the Procurement Documents expires on a day which is not a Business Day, the period will expire at the end of the next Business Day.

Procurement Process Conditions

13.7 **(Discretion)** Unless expressly provided otherwise:

- (a) any right of the Principal pursuant to these Procurement Process Conditions may be exercised; and
- (b) any consent of the Principal required under these Procurement Process Conditions may be given, withheld or given subject to conditions,

in the absolute discretion of the Principal without giving reasons and without reference to the Respondent unless, and then only to the extent that the Procurement Process Conditions provide otherwise.

13.8 **(Law)** A reference to 'law' includes:

- (a) legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of an Authority having jurisdiction and any related fees and charges; and
- (b) certificates, licences, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges,

which are applicable to the Procurement Documents, the Procurement Process or the Contract or which are otherwise in force at any place where an obligation under the Contract is to be carried out.

13.9 **(Governing Law)** The Procurement Process is governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland. The Principal and the Respondent submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

13.10 **(Contra proferentem)** The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

13.11 **(Rights Cumulative)** The rights and remedies of the Principal and the Respondent provided in the Procurement Process Conditions are cumulative on each other and on any rights or remedies conferred at law or in equity.

13.12 **(Severance)** If a provision of the Procurement Process Conditions is void or unenforceable it must be severed and the provisions that are not void or unenforceable are unaffected by the severance.

13.13 **(No waiver)** No waiver by the Principal of a provision of these Procurement Process Conditions is binding unless made in writing.

13.14 **(Other references)** A reference to:

- (a) a person includes any other legal entity and a reference to a legal entity includes a person;
- (b) the Respondent or the Principal includes their respective heirs, executors, successors and permitted assigns;
- (c) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile;
- (d) a monetary amount is a reference to an Australian currency amount; and
- (e) a measurement or quantity is a reference to an Australian legal unit of measurement as defined under the *National Measurement Act 1960* (Cth).



PART – 5: SCOPE

Water Truck Hire 2025-2027 (Preferred Supplier Arrangement)

CONTRACT NO: T2526.11

1. INTERPRETATION AND DEFINITIONS

- 1.1 **(Documents comprising this Scope)** The Scope comprises the following documents:
- (a) General Specifications
 - (b) Technical Specifications;
 - (c) Locality Maps - Appendix A;
 - (d) Pricing Schedule - Appendix B.
- 1.2 **(Precedence)** If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1, then the document which contains the higher standard or more onerous obligation will prevail. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the documents will take precedence in the order set out in clause 1.1 with the document listed at 1.1(a) being the highest in the order.

2. APPROVALS AND OTHER LAW

- 2.1 **(Identifying, obtaining and maintaining Approvals)** The Supplier must identify and notify the Principal of all Approvals which are necessary for the proper performance of the Services (other than Approvals which the Principal has advised the Supplier it has already obtained). The Supplier must obtain and maintain all such Approvals until all of the Supplier's other obligations under the Contract are complete. The cost of obtaining and maintaining all such Approvals shall be borne by the Supplier.
- 2.2 **(Compliance)** The Supplier must and must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to the Services, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.
- 2.3 **(Obtaining or granting of Approvals by Principal)** The Principal gives no warranty and makes no representation that:
- (a) it will be able to obtain, or obtain within any particular time; or
 - (b) where the Principal is the relevant Authority, that it will grant,
- any Approval required for the Supplier to perform the Services.
- 2.4 **(No fetter)** Nothing in the Contract shall be taken to fetter the power, rights or authority of the Principal as the sublessor under the *Land Act 1994* (Qld) or an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other law.
- 2.5 **(Obligation to report breach)** The Supplier must notify the Principal immediately if it becomes aware of or reasonably suspects in the course of carrying out its obligations under the Contract, that the Supplier has breached an obligation under clauses 2.1, 2.2 or 2.3. Unless otherwise directed by the Principal, the Supplier must take immediate steps to remedy such a breach at its expense.

3. SERVICE LEVELS

- 3.1 In this clause:
- (a) **Review Period** means the period stated in clause 3.9 below in which the performance of the Supplier against a Service Level is to be reviewed;

- (b) **Service Levels** means the service level(s) or key performance indicator(s) (if any) described as such in clause 3.9 below.
- 3.2 **(Guarantee)** The Supplier must, and guarantees that it will, in providing the Services and carrying out its other obligations under the Contract, achieve or exceed all Service Levels in every Review Period.
- 3.3 **(Measuring performance)** The Principal will review the performance of the Supplier against the Service Levels at the times in clause 3.9 below, and otherwise on the giving of reasonable notice. The Principal may direct the Supplier to provide a written explanation for its performance against any Service Level.
- 3.4 **(Performance liquidated damages)** If the Supplier has failed to meet any Service Level, the Supplier shall be indebted to the Principal for performance liquidated damages calculated in accordance with clause 3.9.
- 3.5 **(Recovery of liquidated damages)** The Principal may deduct such performance liquidated damages from moneys otherwise owing to the Supplier to recover the performance liquidated damages. The Parties agree that the performance liquidated damages are an agreed genuine pre-estimate of the Principal's loss if the Supplier breaches its obligations under the Contract.
- 3.6 **(General damages)** If, for any reason, the Principal's entitlement to performance liquidated damages is found to be void, voidable or otherwise unenforceable (in whole or part), or the Principal is otherwise unable to recover the whole of the performance liquidated damages from the Supplier, the Supplier shall be liable to the Principal for any loss, damage, cost or expense suffered or incurred by the Principal as a result of the Supplier failing to achieve the Service Levels.
- 3.7 **(Review of Service Levels)** The representatives of the Parties may review the Service Levels from time to time and amend them in any way including by adding additional Service Levels, removing or amending Service Levels, amending the method of measuring performance or the consequence of achieving or failing to achieve a Service Level.
- 3.8 **(Substantial breach)** Failing to achieve or exceed:
- (a) the same Service Level for three consecutive Review Periods, even though the Supplier may have achieved or exceeded some or all of the other Service Levels for those same Review Periods; or
- (b) any two Service Levels for two consecutive Review Periods,
- shall constitute a substantial breach of the Contract.
- 3.9 **(Service Levels)** The Service Levels are

Service Levels			
Service Level	Requirement	Review Period	Performance Liquidated Damages
Maintenance of plant	Plant must be well maintained and in a condition suitable for the completion of the works.	Reviewed annually	Should the poor condition of the plant interfere with the continued operations of Council works no payment for hire during the period required for the

			repair of the plant will be made by Council and the cost of any damages caused by the plant will be paid by the contractor
Plant Operations	The plant operator will operate the plant with a level of skill suitable for this task required to be undertaken as part of this contract	Reviewed Monthly	Should the poor operation of the plant result in a delay the Council operations or be the direct cause to Council or other assets the cost for the repair of the damages will be paid by the contractor

4. PROCUREMENT SERVICES

4.1 Where the Services require the Supplier to manage, conduct or otherwise participate in a Procurement Process for the engagement of a contractor or other supplier by the Principal, then the Supplier must, and must ensure that its Personnel, to the extent that it is within the control of the Supplier or its Personnel ensure that the procurement process is conducted consistently with:

- (a) the Principal's procurement policy;
- (b) the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld);
- (c) the requirements of the request for tender or request for quotation documentation issued to tenderers;
- (d) any probity plan or evaluation plan implemented for the Procurement Process;
- (e) principles of probity; and
- (f) Good Industry Practice,

with a view to ensuring that the selected contractor or supplier is the most advantageous to the Principal having regard to the sound contracting principles in section 104 of the *Local Government Act 2009* (Qld).

5. QLEAVE

5.1 (**QLeave**) The Supplier must comply with obligations under the *Contract Cleaning Industry (Portable Long Service Leave) Act 2005* (Qld) including by paying all levies payable pursuant to that Act and registering with QLeave.

6. PRINCIPAL SUPPLIED INFORMATION AND OTHER INVESTIGATIONS

- 6.1 **(Definitions)** In this clause “**Principal Supplied Information**” means any information relating to the Contract which does not form part of the Contract but which is or has been provided or made available by or on behalf of the Principal to the Supplier in any form, whether such information is made available before or after the date of the Contract.
- 6.2 **(Acknowledgement and agreement by Supplier)** The Supplier acknowledges and agrees that:
- (a) the Principal gives no warranty and makes no representation in respect of this Contract. Without limiting this, the Principal gives no warranty and makes no representation:
 - (i) that the Principal Supplied Information is accurate, adequate or complete; and
 - (ii) as to the physical condition, suitability or other characteristics of the Site;
 - (b) the Supplier has not relied and will not rely on the Principal Supplied Information unless and until the Supplier has independently verified the adequacy, accuracy and completeness of that information;
 - (c) the Supplier:
 - (i) has carefully, thoroughly and critically reviewed, examined, investigated, inspected and checked the Principal Supplied Information and the Site and undertaken all other necessary enquiries and investigations to satisfy itself of the suitability of the Site to enable the Supplier to comply with its obligations under this Contract and of any other logistical considerations, risks, contingencies and other circumstances which could have an effect on the cost of carrying out and completing Services or compliance with the Supplier's other obligations under the Contract;
 - (ii) the Supplier has made its own interpretations, deductions and conclusions from such enquiries and investigations and accepts full responsibility for those interpretations, deductions and conclusions; and
 - (iii) the Supplier, having undertaken those enquiries and investigations, accepts the risk of any inadequacy, inefficiency, deficiency or fault in the Site and that it can and will carry out and complete the Services in accordance with the Contract and comply with its other obligations under the Contract for the Price (as adjusted pursuant to the Contract); and
- 6.3 **(No liability)** The Principal shall not be liable upon any Claim by the Supplier in connection with the Principal Supplied Information or the physical condition, suitability or other characteristics of the Site.

7. SUPPLIER'S PERSONNEL

- 7.1 **(Minimum Personnel levels)** The Supplier must ensure that at all times during the Term, the minimum number of each type of Personnel identified in the Contract perform the roles identified in the Contract for the periods indicated in the Contract (**Minimum Personnel Levels**). The Minimum Personnel Levels must be maintained notwithstanding any planned or unplanned absences, personal breaks, attendance at training or performance of other duties by any Personnel. Provision of the Minimum Personnel Levels does not relieve the Supplier of any obligation under the Contract. If further Personnel are required in addition to the Minimum Personnel Levels for the Supplier to comply with its obligations under the Contract, then the Supplier must provide such additional Personnel at its expense.
- 7.2 **(Further requirements on Personnel)** In addition to any other requirement in the Contract, the Supplier must ensure that its Personnel:

- (a) are familiar with and properly trained for their allocated role;
- (b) perform their allocated role competently and safely and where the role involves the operation of plant or equipment, in accordance with all manufacturer's recommendations;
- (c) do not either directly or indirectly cause any unreasonable nuisance or interference to the owners, tenants or occupiers of properties on or adjacent to the places where the Services are to be carried out (including Personnel of the Principal) or to the public generally;
- (d) are not affected by alcohol or drugs whilst performing any part of the Supplier's obligations under the Contract (other than prescription medication which does not affect the ability of the person to perform the relevant obligations under the Contract).

7.3 **(Police checks)** If the Principal directs the Supplier to obtain police checks on particular Personnel of the Supplier ("Nominated Persons") then the Supplier must not permit a Nominated Person to perform any part of the Services or to have access to any part of the Site unless and until 5 Business Days after the Supplier has given the Principal a written copy of a criminal history check produced by the Queensland Police Service for that Nominated Person. If the criminal history check contains any entries, the Principal may, in its absolute discretion, notify the Supplier that the Nominated Person is not permitted to perform the Services or may otherwise place conditions upon that person's role in performing the Services.

8. MEETINGS

8.1 **(Meetings)** The Supplier must, at the following times:

- (a) the Supplier's performance of its obligations under this Contract, including the Service Level(s) (if any) identified in the Contract;
- (b) to promote safer and quieter work practices; and
- (c) improvements to efficiency of the Supplier's obligations under the Contract.

8.2 **(Recommendations or directions)** The Supplier must comply with any reasonable recommendations or directions given by the Principal in relation to the performance of the Supplier's obligations under the Contract. Such compliance will not release or discharge the Supplier from any liability or obligation under the Contract.

9. SERVICE RECORDS AND AUDITING

9.1 **(Creation)** The Supplier must:

- (a) create and maintain the following:
 - (i) Daily record of works completed – including start and end time, break times and location of works (to be signed by Council Grader Operator or Project Supervisor);
- (b) create and maintain the records, reports and other documents required by the Contract and any other records, reports or documents reasonably required by the Principal in connection with the Contract.

(‘Service Records’).

9.2 **(Audit)** The Principal may at any time during the Term, on the giving of reasonable notice, audit the Supplier's compliance with the Contract or any obligation under it. The Supplier shall facilitate the audit by:

- (a) allowing the auditors to undertake any inspections or tests;

- (b) providing such assistance, information and access to the Site, systems and equipment and other cooperation;
- (c) providing to the auditor with copies of, facilitating the copying by the auditor of, the Services Records and all other records, information and documentation,

reasonably required by the auditor.

If the audit reveals any non-compliance by the Supplier with its obligations under the Contract, then the costs reasonably and necessarily incurred by the Principal in conducting the audit shall be a debt due and payable by the Supplier. Otherwise, the Principal shall bear the cost of the audit.

10. PERSONAL PROPERTY SECURITIES

- 10.1 **(Definitions)** In this clause, PPS Act means the *Personal Property Securities Act 2009* (Cth). Terms used in this clause which are defined in the PPS Act have the meanings given in that Act.
- 10.2 **(Disclosure)** If this Contract contains a security interest, then each Party agrees for the purposes of section 275(6) of the PPS Act that it will not disclose information of the type referred to in section 275(1) of the PPS Act where a request is made under section 275(1) of the PPS Act in relation to this Contract or any part of it, except in circumstances where the Party is compelled by law (other than section 275(1) of the PPS Act) to make that disclosure.
- 10.3 **(Supplier's obligations)** If the Principal determines that any clause of this Contract, or a transaction contemplated by this Contract or in connection with the performance of its obligations under this Contract constitutes, or is likely to give rise to a security interest in respect of which the Principal is the security holder, then:
 - (a) the Supplier must, within the time required by the Principal, provide all assistance and cooperation requested by the Principal that the Principal determines is reasonably required to:
 - (i) register and maintain the registration of its security interest on the personal property securities register within any applicable time limits relevant to the effectiveness of the security interest;
 - (ii) ensure that the Principal's security interest is enforceable against third parties, perfected or otherwise effective;
 - (iii) ensure that the security interest has the appropriate priority required by the Principal (including where applicable as a purchase money security interest);
 - (iv) ensure that any security interest granted temporary perfection under the PPS Act is perfected by registration or other appropriate means prior to any applicable expiry of that temporary perfection; and
 - (v) enable the Principal to register financing statements or financing change statements under the PPS Act with respect to any such security interest;
 - (vi) the Supplier waives the right to receive notice of a verification statement in relation to the registration of that security interest;
 - (vii) the Supplier shall not register or permit to be registered any other security interest in respect of the personal property that comprises the collateral in respect of that security interest other than one that has been consented to or granted by the Principal
 - (viii) the Supplier shall not cause or allow any of the Supplier's personal property to become an accession to the Principal's personal property or cause or allow the

Principal's personal property to become an Accession to the Supplier's personal property without the prior consent of the Principal, and

- (ix) the Supplier must immediately notify the Principal if any other person claims or attempts to enforce a security interest:
 - (A) in the Principal's personal property, or
 - (B) in the Supplier's personal property to the extent that that purported enforcement affects or has the potential to affect the Supplier's ability to carry out its obligations in accordance with the terms of the Contract.



GENERAL SPECIFICATION (STANDARD RISK)

**Water Truck Hire 2025 – 2027 (Preferred Supplier
Arrangement)**

CONTRACT NO.: T2526.11

Contents



1.	THE SPECIFICATION.....	3
2.	DEFINITIONS.....	3
3.	CONTRACTOR WARRANTIES	4
4.	CONTRACT MANAGEMENT	5
5.	PRINCIPAL SUPPLIED INFORMATION	6
6.	PRINCIPAL SUPPLIED MATERIALS	7
7.	APPROVALS AND OTHER LAW	7
8.	SITE.....	8
9.	QUALITY MANAGEMENT SYSTEM.....	10
10.	REPORTS, MEETINGS AND RECORD KEEPING	10
11.	PAYMENT CLAIMS	11
12.	ENVIRONMENTAL PROTECTION	11
13.	CULTURAL HERITAGE	12
14.	TRAFFIC MANAGEMENT	13
15.	HEAVY VEHICLE NATIONAL LAW.....	13

1. THE SPECIFICATION

- 1.1 **(Documents comprising this Specification)** The Specification comprises the following documents:
- (a) This General Specification;
 - (b) other documents to the extent that they are incorporated (whether physically or by reference) into the Specification, namely:
 - (i) relevant Australian Standards;
 - (ii) Principal's Policies and Procedures;
 - (iii) Capricorn Municipal Development Guidelines;
 - (iv) TMR Standard Specifications.
- 1.2 **(Precedence of documents comprising Specification)** The documents comprising the Specification shall be taken to be mutually explanatory. If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 then the documents will take precedence in the order set out in clause 1.1, with the document listed at 1.1(a) being the highest in the order.
- 1.3 **(Documents incorporated by reference into Specification)** The Contractor is deemed to have obtained copies of, read, understood, and allowed for compliance with the Specification (including any documents which are incorporated into it by reference only).

2. DEFINITIONS

- 2.1 **(Definitions)** Capitalised terms used in the Specification have the meanings assigned to them in the General Conditions of Contract (if any) unless the context otherwise requires. Terms which are separately defined in a specific clause have the meanings assigned in those clauses. Otherwise, in the Specification:
- (a) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations, and permissions from any Authority and any related fees and charges;
 - (b) **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality, or any other person having jurisdiction over the project;
 - (c) **Contractor Documents** means those records, reports, designs, specifications, certificates, plans (including management plans), procedures, manuals and other documents, whether electronic documents or hard copy format, required by the Contract to be handed over to the Principal by the Contractor (and all information advice, designs, calculations and recommendations in those documents) (but does not include those that are incomplete at the time at which the Principal exercises its rights under subclause 39.4 of the General Conditions of Contract or the Contractor exercises its rights under subclause 39.9 of the General Conditions of Contract);
 - (d) **General Conditions of Contract** means the General Conditions of Contract referred to in the formal instrument of agreement to which this General Specification is attached;
 - (e) **Good Industry Practice** means:
 - (i) the standard of skill, care, and diligence; and
 - (ii) the practices, methods, techniques, and acts,

of a skilled, competent, and experienced contractor engaged in the business of carrying out Work similar to the WUC;

- (f) **Policies and Procedures** means the policies, procedures, codes, plans, guidelines, and the like provided or made available by or on behalf of the Principal to the Contractor from time to time, including those published on the Principal's website;
- (g) **Principal** has the same meaning as given to the term "Principal" or "Purchaser" in the General Conditions of Contract (as the case may be):
- (h) **Program** has the same meaning as given to the term "construction program" or "program" in the General Conditions of Contract (as the case may be):
- (i) **Specification** means this document and all attachments to it which forms part of the Contract;

3. CONTRACTOR WARRANTIES

3.1 **(Ability)** The Contractor must ensure, and warrants and represents that the Contractor and, to the extent applicable to them, its Personnel:

- (a) have the experience, skills, expertise, and resources;
- (b) hold all necessary competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations,

which are required for the Contractor to comply with its obligations under the Contract and will maintain such competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations at all times until the Contractor has completed its obligations under the Contract.

3.2 **(Standard)** The Contractor must, and warrants and represents that it will, and to the extent applicable to them will ensure that its Personnel, carry out WUC and Contractor's other obligations in connection with the Contract in accordance with Good Industry Practice.

3.3 **(Methodology)** The *Contractor*:

- (a) warrants and represents that the methodology for carrying out and completing *WUC* stated in the *Contract* is suitable, appropriate and adequate; and
- (b) must, and warrants and represents that it will, carry out and complete *WUC* in accordance with that methodology (if any) unless otherwise directed by the *Superintendent* or permitted or required under the *Contract*.

3.4 **(Equipment)** The Contractor warrants and represents that the Equipment and all materials comprising the Equipment shall, at the time at which the Equipment is Delivered:

- (a) be new, free from defects, and of merchantable quality;
- (b) comply in all respects with the Contract including as to quality, quantity, performance, functionality, and description;
- (c) conform to any sample goods approved by the Principal or Superintendent;
- (d) comply with any applicable requirement, code, guideline, policy, drawing, or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian standards applicable to the Equipment and any applicable Legislative Requirements; and
- (e) be fit for:

- (i) the purpose of the construction of the extension of the boat ramps at Theodore and Moura and the construction of the approach to the Theodore boat ramp; and
- (ii) any other purpose stated in or to be reasonably inferred from the Contract.

3.5 **(Investigations)** The Contractor warrants and represents that the Contractor has:

- (a) carefully reviewed the Contract and all other information provided by the Principal to the Contractor for the purpose of WUC, and is satisfied that the Contract and other information is appropriate and adequate to enable the Contractor to comply with its obligations under the Contract;
- (b) inspected the Site;
- (c) familiarised itself with factors that could affect the ability of the Contractor to carry out WUC for the Contract Sum, including weather conditions and the availability of temporary access, temporary lighting, power, telephone services, water supply, waste disposal facilities and local labour.

3.6 **(Construction Plant)** The Contractor warrants and represents that all Construction Plant utilised in carrying out WUC shall be in good working condition, suitable and appropriate for the Work for which it is used, and compliant with all applicable Legislative Requirements.

3.7 **(Contractor Documents)** The Contractor warrants and represents that all Contractor Documents will:

- (a) comply with the requirements of the Contract and applicable law;
- (b) be consistent with or exceed applicable industry standards;
- (c) be of a standard and quality expected of a consultant using Good Industry Practice;
- (d) be fit for:
 - (i) the purpose of the construction of the extension of the boat ramps at Theodore and Moura and the construction of the approach to the Theodore boat ramp; and
 - (ii) any other purpose stated in or to be reasonably inferred from the Contract.

3.8 **(Code of Conduct)** In this clause, Code of Conduct means the Principal's code of conduct which is available on the Principal's website. The Code of Conduct identifies the standards and behaviours expected from all workers, including contractors, in delivering services to the local community. The Contractor must:

- (a) communicate the Code of Conduct to all of the Contractor's Personnel;
- (b) comply with, and ensure that its Personnel comply with, all requirements of the Code of Conduct, including all standards contained within the Code of Conduct; and
- (c) if directed to do so by the Superintendent, obtain and provide to the Superintendent a signed form from all Personnel engaged by the Contractor to perform any part of WUC which states that the person has read, understood and agrees to comply with the Code of Conduct.

4. **CONTRACT MANAGEMENT**

4.1 **(Contractor's Superintendence)** The Contractor shall provide all superintendence necessary for the proper fulfilment of the Contractor's obligations under the Contract, including, unless the Superintendent directs otherwise, a competent site manager and site foreman approved by the

Superintendent (with such approval not to be unreasonably withheld). Unless otherwise agreed by the Superintendent, the site manager shall be the Contractor's representative under clause 22 of the General Conditions of Contract.

- 4.2 **(Requests for review and information)** The Superintendent will endeavor to provide a response and/or Direction in relation to a written request for information from the Contractor within 5 Business Days of receipt of such request. The response time will be dependent on the complex nature and or quantity of clarifications per information request submitted. The Contractor is encouraged to make recommendations and or suggestions for the Superintendent's consideration when submitting such requests.
- 4.3 **(Design drawings)** The Contractor is deemed to have allowed for the time permitted by subclause 8.3 of the General Conditions for examination of the design drawings included in the Appendices of this tender. The Contractor must review and incorporate any comments received from the Principal or the Principal's nominated Personnel in relation to the design drawings. Unless otherwise directed, the Contractor is not required to (and must not) resubmit revised design drawings to the Principal or its Personnel.
- 4.4 **(Direction by Principal or Superintendent)** The Principal shall not be bound by any verbal advice given or information furnished by any Personnel of the Principal or Superintendent in respect of the Contract. The Contractor must not accept instructions from any person other than the Superintendent and/or the Superintendent's Representative. The Contractor acknowledges and agrees that its obligations and liabilities in connection with the Contract are not affected by any:
- (a) receipt or review of, or comment or Direction on, a document submitted by the Contractor;
 - (b) failure by the Principal or Superintendent to review, comment on, or give a Direction on any document submitted by the Contractor; or
 - (c) failure by the Superintendent to give its approval pursuant to clause 8.3.

'Before relying on the receipt, review, or comment by the Superintendent, or Principal, or complying with a Direction in relation to a document, the Contractor must notify the Superintendent in writing, if doing so will affect a warranty, representation or obligation of the Contractor under the Contract.

5. **PRINCIPAL SUPPLIED INFORMATION**

- 5.1 **(Definitions)** In this clause, Principal Supplied Information means any information relating to the Contract which either:
- (a) does not form part of the Contract but which is or has been provided or made available by or on behalf of the Principal to the Contractor; or
 - (b) does form part of the Contract, but which is expressly identified as Principal Supplied Information or otherwise as information on which the Contractor should not or must not rely,
- and includes information in any form and information which is made available before or after the Date Of Acceptance Of Tender.
- 5.2 **(No warranty or representation by Principal)** The Principal gives no warranty and makes no representation that the Principal Supplied Information is accurate, adequate, or complete.
- 5.3 **(No reliance)** The Contractor:
- (a) acknowledges and agrees that the Contractor has not relied; and
 - (b) must not rely on the Principal Supplied Information,

unless and until the Contractor has independently verified the adequacy, accuracy, and completeness of that information.

6. PRINCIPAL SUPPLIED MATERIALS

6.1 **(Definitions)** In this clause, 'Principal Supplied Materials' means materials which the Principal is required under the Contract to supply, or which the Principal otherwise agrees in writing to supply, to the Contractor free of charge for use in WUC.

6.2 **(Principal's obligation to provide)** The Principal must:

- (a) deliver Principal Supplied Materials to the Site; or
- (b) make the Principal Supplied Materials available at the location (if any) stated in the Contract,

at the time at which the Program required the materials to be provided or made available, or such other time as the Principal agrees in writing.

6.3 **(Inspection by Contractor)** Upon any Principal Supplied Materials being delivered or made available, the Contractor must immediately inspect the materials and ensure that the specified quantity has been delivered and that the materials are in a condition which complies with the requirements of the Specification.

6.4 **(Notice of deficiencies)** If, within 5 Business Days of the materials being delivered or made available, the Contractor does not notify the Superintendent in writing of any deficiencies, then it shall be deemed that the specified quantity of Principal Supplied Materials has been delivered or made available to the Contractor in a condition that complies with the Specification.

6.5 **(Risk)** Any Principal Supplied Materials which, after it is delivered or made available to the Contractor, is lost, destroyed, contaminated, or altered in any way such that the materials no longer comply with the Specification, shall be immediately removed, disposed of, and replaced by the Contractor, at the Contractor's expense, with material which complies with the Specification, unless the Superintendent expressly directs otherwise. The Contractor must notify the Superintendent in writing of any lost, destroyed, contaminated, or altered materials within 5 Business Days of becoming aware of such events.

6.6 **(Excess)** Unless otherwise directed by the Superintendent, the Contractor must return any excess Principal Supplied Materials to the Principal at the place required by the Superintendent.

6.7 **(Ownership)** Principal Supplied Materials, other than destroyed, contaminated or altered material which is disposed of by the Contractor pursuant to clause 6.5 shall, notwithstanding anything else in this clause 6, remain the property of the Principal at all times.

7. APPROVALS AND OTHER LAW

7.1 **(Approvals obtained by the Principal)** The Principal has obtained the following Approvals:

- (a) Water extraction permits – various locations

The Contractor must comply with those Approvals to the extent that they are applicable to WUC.

7.2 **(Identifying, obtaining and maintaining Approvals)** The Contractor must identify and notify the Principal of all Approvals which are necessary for the proper performance of WUC (other than Approvals which the Principal has advised the Contractor it has already obtained). The Contractor must obtain and maintain all such Approvals until the end of the last Defects Liability Period to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the Contractor.

7.3 **(Final certificates)** The Contractor must:

- (a) obtain all final certificates; and
 - (b) provide a list of all inspections and forms required for the final certificate before commencing any WUC.
- 7.4 **(Compliance)** The Contractor must ensure that its Personnel comply with all Approvals and other laws which are in anyway applicable to WUC, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes, or duties.
- 7.5 **(Obtaining or granting of Approvals by Principal)** The Principal gives no warranty and makes no representation that:
- (a) it will be able to obtain, or obtain within any particular time; or
 - (b) where the Principal is the relevant Authority, that it will grant,
- any Approvals required for the Contractor to perform WUC.
- 7.6 **(Timing)** The Contractor is deemed to have allowed a reasonable time in its Program for all required Approvals to be applied for and obtained.
- 7.7 **(No fetter)** Nothing in the Contract shall be taken to fetter the power, rights, or authority of the Principal as an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld), or any other law.

8. SITE

- 8.1 **(Location)** The Sites are identified in **Appendix A**.
- 8.2 **(Requirements of possession)** The Contractor's attention is drawn to clause 24 of the General Conditions of Contract. The following documentation and information must be provided to the Superintendent as a requirement of the Principal giving access to or possession of the Site and within the earlier of:
- (a) 20 Business Days after the Date Of Acceptance Of Tender; and
 - (b) 5 Business Days prior to any scheduled pre-start meeting.

Item	Description	Relevant clause
A.	Work health and safety documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing Contractor as principal contractor)	Clause 11A of the General Conditions of Contract
B.	Evidence of insurance	Clause 19 of the General Conditions of Contract

- 8.3 **(Site specific induction)** The Contractor must ensure that:
- (a) each of the Contractor's Personnel working on or visiting the Site receives a site-specific induction;
- 8.4 **(Site specific requirements)** The Contractor must comply with the reasonable requirements of the Principal in relation to the Contractor's access to or conduct on the Site.

- 8.5 **(Locations within Site)** The Contractor must ensure that all plants, equipment, materials, temporary workshops, stores, and offices are kept within the confines of the Site at locations approved by the Superintendent.
- 8.6 **(Unauthorised entry to site)** The Contractor must use all reasonable endeavours to prevent any unauthorised entry to the Site.
- 8.7 **(Signage)** No signage is to be placed on the Site or the perimeter (other than safety signage) without the prior written consent of the Superintendent.
- 8.8 **(Deliveries)** The Contractor is responsible for delivery and unloading of all goods, equipment and other materials they require for the completion of their obligations under this contract (including any such materials used by subcontractors), providing space for the storage of the materials, handling the materials, and checking that the materials comply with the requirements of the Contract.
- 8.9 **(Interference)** The Contractor must use all reasonable endeavours to minimise interference with existing amenities, whether natural or man-made, and the amount of noise caused by the carrying out of WUC.
- 8.10 **(Services)** Except to the extent that the Contract expressly provides otherwise, the Contractor must, at its expense, connect and otherwise provide all required services, including water, sewerage, drainage, electricity, and communications, and obtain all required Approvals for connection.
- 8.11 **(Public utilities and other assets)** Without limiting the Contractor's obligations under clause 15 of the General Conditions of Contract, the Contractor must use all reasonable endeavours to identify, locate, and prevent damage to overhead public utility lines, surface drainage works, underground pipes, conduits, and cables in the vicinity of The Works. If the Contractor or any of its Personnel damage any such assets, then:
- (a) the Contractor must immediately report such damage to the owner of the asset and the Superintendent; and
 - (b) comply with the requirements of the owner of the asset (including by paying for any required repairs or renewals).

The Contractor must notify the Superintendent immediately if the Contractor considers that it is necessary to alter the location or level of any existing assets to conform with the requirements of the Contract. If directed to do so by the Superintendent, the Contractor must arrange for the relocation Work to be carried out by the appropriate Authority. Subject to clause 25 of the General Conditions of Contract, the Contractor shall bear the cost of such relocation.

- 8.12 **(Other property)** The Contractor must:
- (a) arrange for any other land (in addition to land made available by the Principal) required by the Contractor to carry out WUC, whether for the storage of materials, plant, or equipment, or for any other purposes;
 - (b) obtain the Principal's permission in writing to enter any private property (as that term is defined in the *Local Government Act 2009* (Qld) ('Private Property')) before entering the Private Property for the purpose of carrying out WUC or fulfilling any other obligation of the Contractor under the Contract;
 - (c) comply with all Legislative Requirements, including the *Local Government Act 2009* (Qld) in relation to entering Private Property;
 - (d) not unreasonably obstruct, destroy, or damage any Private Property, other land or other property, and ensure that all roadways, drains, watercourses, buildings, fences, gardens, walls, concrete surfaces and paths, grass and trees, and other property are left in a condition equivalent or better than that in which the property was found, unless

the Contractor provides written evidence that the owner of the property agrees otherwise;

- (e) take over control of any approval, permit, or license that the Principal has in place, in relation to the Site or other land made available by the Principal, prior to commencing any WUC on the Site or using or occupying the other land.

The Contractor must ensure that all Personnel of the Contractor that enter Private Property in connection with WUC:

- (i) have all appropriate qualifications, skills, and training to exercise a power or perform a responsibility under Chapter 5, Part 2, Division 2 of the *Local Government Act 2009* (Qld);
- (ii) do not exercise any power or perform a responsibility under Division 2, Chapter 5 of the *Local Government Act 2009* (Qld) unless the Contractor's Personnel are authorised as local government workers (as that term is defined in the *Local Government Act 2009* (Qld)) ('Local Government Worker') by the Principal; and
- (iii) comply with all obligations of a Local Government Worker imposed under the *Local Government Act 2009* (Qld).

9. QUALITY MANAGEMENT SYSTEM

- 9.1 **(Quality management system)** The Contractor must comply with the requirements of the Principal's quality management system which accords with the requirements of ISO 9001 for WUC. The Contractor must ensure that all of the Contractor's Personnel comply with the system.
- 9.2 **(Inspections)** The Principal and the Superintendent may carry out inspections of the Site at any time. During inspections, the Contractor shall provide the Principal and the Superintendent with all documents, access and assistance reasonably requested by either.

10. REPORTS, MEETINGS AND RECORD KEEPING

- 10.1 **(Progress reports)** The Contractor must:
 - (a) keep the Principal fully informed of the progress and performance of WUC;
 - (b) at the times stated in the Contract and when otherwise reasonably required by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract; and
 - (c) comply with any recommendations or directions given by the Principal in relation to the performance of the Contractor's obligations under the Contract (but such compliance will not release or discharge the Contractor from any liability or obligation under the Contract).
- 10.2 **(Meetings - General)** The Contractor must, if requested by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract.
- 10.3 **(Meetings – Specific)** The Contractor personnel must attend the following meetings:

Item	Meeting description	Topics for discussion	Time for meetings	Required attendees
(a)	Daily Pre-start meeting	Discussion of the schedule and safety	Prior to commencement of works on site	Contractor staff performing WUC

		requirements of the site/s for the day		
--	--	--	--	--

- 10.4 **(Record of compliance)** The Superintendent may direct the Contractor to provide reasonable evidence of its compliance with the requirements of the Contract, within the time reasonably required by the Superintendent. The Superintendent and the Principal shall be entitled to rely on any failure by the Contractor to provide reasonable evidence of compliance, with a particular requirement of the Contract as *prima facie* evidence that the Contractor has not complied with that requirement.

11. PAYMENT CLAIMS

- 11.1 **(Additional documentation)** In addition to the requirements stated in the General Conditions of Contract, the Contractor must provide the following documentation with each claim for payment submitted under the Contract:
- (a) Evidence of the completion of the works being claimed (including copies of all signed daily work sheets);
 - (b) Full breakdown (as per the supplied day labour rates) of any variation claims with a copy of the written instruction from the principal for the undertaking of the additional works.

12. ENVIRONMENTAL PROTECTION

- 12.1 **(Environmental Management Plan)** The Contractor must comply with all requirements of the Principal's Environmental Management Plan (EMP) for the WUC. The Contractor must ensure that all of the Contractor's Personnel comply, with the EMP at all times until during completion of WUC.
- 12.2 **(Protection of Fauna)** The Contractor must:
- (a) use all reasonable endeavours to minimise disruption to any fauna at or in the vicinity of the Site;
 - (b) ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site:
 - (i) is appropriately trained in relation to the protection of fauna prior to carrying out any part of WUC;
 - (ii) aware of the potential for impacts on fauna and the need to minimise these impacts,
 prior to that person carrying out any WUC; and
 - (c) use all reasonable endeavours to ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site minimises disruption to any fauna in the vicinity of the Site; and
 - (d) Comply with any Directions issued by the Superintendent to address any excessive or avoidable adverse impact on fauna at or in the vicinity of the Site.

12.3 **(Protection of Flora)** The Contractor must:

- (a) use all reasonable endeavours to minimise disruption to any flora at or in the vicinity of the Site;
- (b) ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site is appropriately trained in relation to the protection of fauna prior to that person carrying out any part of WUC;
- (c) use all reasonable endeavours to ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site minimises disruption to existing flora at or in the vicinity of the Site;
- (d) make good any damage to flora caused by the Contractor or its Personnel, other than damage which is the unavoidable consequence of carrying out WUC; and
- (e) Comply with any Directions issued by the Superintendent to address any excessive or avoidable adverse impact on flora at or in the vicinity of the Site.

13. **CULTURAL HERITAGE**

13.1 **(Definitions)** In this clause:

- (a) **Aboriginal Cultural Heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (b) **Aboriginal Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (c) **Cultural Heritage** includes Aboriginal Cultural Heritage, Torres Strait Islander Cultural Heritage and Commonwealth Cultural Heritage;
- (d) **Commonwealth Cultural Heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
- (e) **Torres Strait Islander Cultural Heritage** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld); and
- (f) **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld).

13.2 **(Cultural Heritage plan)** The Contractor must comply with any direction given by the Principal regarding the Cultural Heritage arrangements of the site. The Contractor must ensure that all of the Contractor's Personnel comply with the Principal's directions

13.3 **(Training)** The Contractor must ensure that each of Contractor's Personnel, and every other person carrying out WUC at the Site, is appropriately trained to be aware of Cultural Heritage prior to that person carrying out any part of WUC.

13.4 **(General Obligations)** Without limiting any other clause in this Contract, the Contractor must, and must ensure that its Personnel, in carrying out and completing WUC:

- (a) comply with its duty of care under section 23 of the *Aboriginal Cultural Heritage Act 2003* (Qld) and the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) requiring the Contractor to take all reasonable and practicable measures not to harm or damage Aboriginal Cultural Heritage and Torres Strait Islander Cultural Heritage;
- (b) act diligently to protect the Cultural Heritage of the Site, the area surrounding the Site, and any other land used by the Contractor in connection with WUC;

- (c) comply with and discharge (and ensure that the Contractor's Personnel comply with and discharge) all obligations imposed on the Contractor under:
- (i) the requirements of, the *Aboriginal Cultural Heritage Act 2003* (Qld), *Torres Strait Islander Cultural Heritage Act 2003* (Qld), and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), and any other law relating to the protection of Cultural Heritage which is applicable to WUC;
 - (ii) a Cultural Heritage management plan (if any) approved pursuant to the *Aboriginal Cultural Heritage Act 2003* (Qld), or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld), and applicable to WUC
 - (iii) any consent, permission, or clearance provided by an Aboriginal Party or Torres Strait Islander Party;
 - (iv) any extent to which they are not inconsistent with the obligation in clause 13.4(c)(i), 13.4(c)(ii) or 13.4(c)(iii):
 - A. the Cultural Heritage plan prepared under clause 13.2;
 - B. directions of the Superintendent in relation to the protection of Cultural Heritage;
 - C. the Principal's Cultural Heritage management policies and plans; and
 - D. other standards, plans, requirements, codes, guidelines, policies, consents, and permissions relating to the protection of the Cultural Heritage which are applicable to WUC; and
 - (d) notify the Superintendent immediately of any communication with the Contractor by an Aboriginal Party or Torres Strait Islander Party (or a person claiming to be an Aboriginal Party or Torres Strait Islander Party) which may affect WUC.

13.5 **(Discovery of assets)** Without limiting anything else in this clause 13, if Cultural Heritage assets are encountered at the Site, the Contractor must immediately:

- (a) cease all Work in the area surrounding the asset;
- (b) notify the Superintendent,

and take appropriate actions as outlined in the Cultural Heritage plan or as otherwise directed by the Superintendent.

14. **TRAFFIC MANAGEMENT**

14.1 **(Traffic management plan)** The Contractor must comply with the requirements of the Principal's Traffic Management Plan for the WUC. The Contractor must ensure that all of the Contractor's Personnel have the training to comply, with the requirements of the Traffic Management Plan at all times.

15. **HEAVY VEHICLE NATIONAL LAW**

15.1 **(Meaning of terms)** Terms used in this clause which are defined in the Heavy Vehicle National Law (Queensland) (the 'National Law') have the same meaning as in that law.

15.2 **(General obligations)** The Contractor must ensure, so far as is reasonably practicable, the safety of the Contractor's transport activities. Without limiting this, the Contractor must, so far as is reasonably practicable:

- (a) eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and

- (b) ensure the party's conduct does not directly or indirectly cause or encourage:
 - (i) the driver of the heavy vehicle to contravene the National Law; or
 - (ii) the driver of the heavy vehicle to exceed a speed limit applying to the driver; or
 - (iii) another person, including another party in the chain of responsibility, to contravene the National Law.

15.3 **(Notice)** The Contractor must immediately:

- (a) notify the Superintendent if the Contractor considers that anything in this Contract, or any act or omission of the Principal or its respective officers, employees, agents or representatives, has or is likely to, directly or indirectly, cause or encourage the Contractor or any Personnel of the Contractor:
 - (i) being the driver of a heavy vehicle to contravene the National Law; or
 - (ii) being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
 - (iii) being another person, including another party in the chain of responsibility, to contravene the National Law; and
- (b) notify the Principal and the Superintendent in writing in the event that it, or any Personnel, is issued with any warning, request for information or production of documents, notice or fine in respect of any breach of chain of responsibility law in respect of WUC. The Contractor undertakes to provide the Principal and the Superintendent with a copy of any such warning, request, notice or fine, and any response or submissions made by it in relation to the same.

15.4 **(Chain of Responsibility)** In addition to its obligations under the chain of responsibility law, the Contractor must comply with the following chain of responsibility compliance assurance conditions, that:

- (a) the Principal has a policy of compliance for its chain of responsibility obligations under the National Law. The Contractor agrees that it complies with its obligations under the chain of responsibility laws, and has a policy of training and compliance that is subject to periodic review and assessment. The Contractor will require its subcontractors and agents to comply with chain of responsibility obligations in any supply chain arrangement or any arrangement whatsoever in connection with WUC;
- (b) the Principal is committed to taking all reasonable steps to ensure that any carriage of goods by road performed as part of WUC is performed safely and in accordance with the National Law and the chain of responsibility provisions it contains. The Principal will not comply with any instruction or requirement of the Contractor that might have the effect of contributing to a breach of the National Law, or preventing the Principal from taking all steps that it considers necessary to prevent any breach of the National Law;
- (c) upon becoming aware of any breach of mass, dimension, load restraint, fatigue, speed, or maintenance requirement, the Principal may report the breach to the relevant Authority and retain records of the breach; and
- (d) as a requirement of access to the Site, the Contractor must provide copies of any/all:
 - (i) chain of responsibility policy;
 - (ii) mass, dimension, or load restraint policy;
 - (iii) speed management policy;

- (iv) fatigue management policy; and
 - (v) maintenance management policy,
- that is in place in respect of its business.



TECHNICAL SPECIFICATION (STANDARD RISK)

**Water Truck Hire 2025-2027 (Preferred Supply
Arrangement)**

CONTRACT NO.: T2526.11

TABLE OF CONTENTS

TABLE OF CONTENTS

Table of Contents.....	2
TECHNICAL SPECIFICATION	3
1. Introduction	3
2. Available Information.....	3
3. Scope of Works.....	3
4. Non-Exclusivity of Services	6
5. Nature of Tender	6
6. lapsing of Offer.....	6
7. Term of Contract	6
8. Appointment of the Principal Contractor	7
9. Working Hours	7
10. Pricing	7
11. Lodgement of Claims	7
12. Project Variations	8
13. Travel to and from Site	8
14. Third Party Claims.....	8
15. Dealing with the public	9
16. Temporary Services	9
17. Additional Works	9
18. Salvaged Materials.....	9

TECHNICAL SPECIFICATION

1. INTRODUCTION

Banana Shire Council currently has six (6) Maintenance Graders working consistently on the maintenance of shire gravel roads. Each Grader has their own maintenance area and require the services of a Water Truck to ensure that the necessary compaction of the road pavement material can be achieved during the grading of the road. Additional to this due to the scarcity of water in the Taroom area the Taroom Construction crew is regularly in need of the addition of a water truck to allow for the timely completion of their construction projects.

Council is looking for contractors to supply the **wet hire (with Operator)** of water trucks for four (4) of the Maintenance Graders and the Taroom Construction crew as per the maps and Pricing Schedule supplied in the Appendices of this document.

All work undertaken are to meet the requirements of the Capricorn Municipal Development Guidelines (CMDG).

2. AVAILABLE INFORMATION

The following information is available to help with your understanding of existing and intended scope of this project:

- Locality Maps (Appendix A); and
- Pricing Schedule (Appendix B).

The Contractor shall familiarise with the road network of the area/s prior to submitting a tender.

3. SCOPE OF WORKS

The Works Under the Contract (WUC) are located in the following areas of Banana Shire:

- Biloela
- Moura (also covers the Baralaba Area)
- Taroom
- Theodore
- Wowan

The scope of this tender is for the **wet hire (with Operator)** of a water truck for use in the maintenance grading of Council roads as per the above areas as shown in the Locality Maps (Appendix A).

The scope of the works to be undertaken by the water truck may be increased or decreased at any time. Each area under this tender will be awarded separately to a single contractor.

The scope of works includes but is not limited to:

- Provision of a water truck which meets the following requirements:
 - Minimum 12,000ltr capacity tank
 - 3inch pump system
 - Ability to draw from ground level water systems and standpipe arrangements
 - Gravity feed and pressurized spray bars (additionally a centre magnum is desirable)

The water is also to be fitted with a first aid kit and suitable fire extinguisher/s and is to be maintenance as per the manufacturer's requirements.

- All costs associated with the insurance of the plant and operator (supplied by the Contractor and any Sub-Contractors employed by the Contractor), including but not limited to the obtaining and maintaining the following insurance:
 - Public Liability Insurance – not less than twenty million dollars (\$20,000,000)
 - Insurance policy/s pursuant to the Works Compensation and Rehabilitation Act 2003 and Regulations 2033 and any Act/s amending this Act.
 - Insurance policy/s pursuant to the Motor Accident Insurance Act 1994 and Regulations 2004

All excess payments associated with these insurance policies shall be borne solely by the Contractor.

- Provision of a suitably licenced, qualified and experienced operator for the water truck. The operator must be in possession of the following:
 - Current CPCCOSH1001A 'Work safely in the construction industry'
 - Implement Traffic Management Plan qualification - ITMP
 - Suitable Drivers Licence or other licences/certifications needed to operate their plant
 - Construction Blue/White Card

All operator licences/certifications are to be always available onsite and must be produced on demand.

- All costs associated with the provision of the operator with appropriate personal protective equipment (PPE). All PPE is to be worn and maintenance as per Council's requirements.
- All costs associated with ensuring that the following are present within the water truck:
 - A 'fit for purpose' first aid kit
 - Applicable guarding, maintained in accordance with the manufacturer's requirements (or where not defined by the manufacturer, compliant with the associated Australian Standard), as applicable
 - Suitable fire extinguisher/s
 - A current Weed Declaration Certificate (to be obtained no more than 72 hours prior to mobilisation of the plant at the commencement of each hire period) stating that the vehicle is free from contamination.

All equipment is to be available for inspection on request to ensure compliance

- All costs associated with the cleaning of the water truck and obtaining a Weed and Seed Declaration form before arriving to site and the cleaning of the water truck on completion of work, prior to demobilization from site.
- Establishment and disestablishment (Travel) of the Water Truck each site within the maintenance area, except to the extent that establishment and disestablishment are the subject of a separate specific work item in the Pricing Schedule. Travel is based

on the Water Truck attending the site on a Monday and leaving the site on the last day required. Travel time will be paid on the first day of hire and the last day of hire (Monday to Friday) eg.

- 1st day of hire – Monday – Pay travel from depot to site
- Last day of hire – Friday – Pay travel from site to depot

This will be paid when continuous hire is required and will be clarified prior to commencing work.

- All cost associated with the compliance with the requirements of following Council Management Systems for the undertaking of the maintenance/capital works:
 - Maintenance Program
 - Quality Management Plan
 - Environmental Management Plan
 - Workplace Health and Safety Plan
 - Traffic Management Plan
- All costs associated with the maintenance of the water truck (Please note no cost will apply to Council for the hire of the water truck while maintenance is being undertaken payment shall only be made by Council for the period during which the Plant was capable of Operation). The tenderer must have procedures in place for any foreseeable breakdowns which may affect the contract and Council's operational needs.
- All costs associated with the supply of a replacement water truck (or other approved arrangement) to be used during the maintenance/repair of the primary water truck should the loss of the truck affect Council's Maintenance operations
- All costs associated with meals and accommodation (if required) for the water truck operator
- The upfront payment of any water charges that may be incurred from the use of Council's standpipes or the sourcing of water from any other approved location. These charges will be reimbursed by Council on submission and verification of the invoice and receipt of payment.
- Obtain all necessary approvals for completion of works from the relevant authorities, i.e., the Department of Natural Resources and Mines (DNRM) and the Department of Transport and Main Roads (DTMR), if work is adjoining a state-controlled road.
- Obtain all necessary approvals for water extraction (if required). The approval requires completion of paperwork for water extraction records.
- Regular communication with the Council throughout the Project
- All costs incurred by the Contractor in complying with Commonwealth and State legislation and Local Government By-laws

- All costs associated with the hire of the water truck with respect to security, interest, fees, charges, taxes, royalties, insurance and compensation
- Cooperation and coordination, using “best for project” mindset
- All overheads and profit, and
- All other expenses associated with the work not specifically listed above.

Tenderers are to note that Council, may at its sole and unfettered discretion, amend/modify the scope of works at any time during the contract.

If the scope of works is amended/modified, the Contractor is not entitled to any compensation.

4. Non-Exclusivity of Services

Under the agreement:-

- The agreement is not exclusive and Council may, at its sole discretion, engage another entity or use its own staff to provide the Service/s;
- Council is not obliged to procure any or any minimum number of service/s from the Contractor under this arrangement;
- Council reserves the right at its sole discretion, to call tenders or quotes for any other service/s.

5. Nature of Tender

This tender is to be considered a Schedule of Rates Contract under AS4902 - 2000. The submitted price shall be based on a Pricing Schedule (included in Appendix B of this document) and payment shall be made on the basis of:

- a unit rate for those Works Items which have a stated unit of measurement and a stated quantity; or
- a lump sum for those Works Items which do not have a stated unit of measurement and a stated quantity.

Unless stated otherwise in this Document, the Tender shall be for the whole of the Works specified in the Tender Documents and Notices to Contractor (if any) with all rates submitted fixed for the life of the contract.

6. LAPSING OF OFFER

Offers submitted under this tender shall remain valid for a period of three months (90 calendar days) after the closing time and date and may be accepted by Council at any time before the expiry of that period unless otherwise notified, in writing, by Council.

7. TERM OF CONTRACT

The initial term of this Contract shall begin on the issuing of the Letter of Acceptance by the Council.

The contract will be valid until **30 June 2027**, with a possible one-year extension option at the Council's sole discretion.

At the end of each financial year Council will enter into discussions with the successful tenderer regarding the review of the approved hire rates, any reasonable changes to the rates will be considered. Once agreed, all rates will be locked for the applicable financial year.

If the Contractors business is sold or transferred to another entity the submission cannot be transferred and will be null and void.

8. APPOINTMENT OF THE PRINCIPAL CONTRACTOR

The successful tenderer will not be considered Principal Contractor under the terms of this contract.

9. WORKING HOURS

Working hours will be generally between 6:00am and 6:00pm Monday to Friday with a eighth (8) or nine (9) day fortnight. Any hours outside of these will be as per agreement between both parties.

Any downtime required due to the maintenance of Council equipment will be coordinated in advance where possible.

A working day will be based on an eight (8) hour productive day. All operators will be required to attend a daily pre-start meeting and site induction prior to performing any work on site.

Day dockets are to be produced and signed by Council's Grader operator or Project Supervisor daily. The docket is to include a breakdown of the start, finish and break times of the works completed that day along with the location at which the works were performed. A copy of the signed day docket is to be included with any claims lodged, if the docket is not signed and dated by a Council Grader operator or Project Supervisor payment may be withheld until verification can be obtained.

10. PRICING

All rates are to be quoted as GST excl. **Rates are to be fixed and guaranteed for the financial year with negotiations, between Council and the Contractor, for the revision of rates to occur before the start of each financial year.**

11. LODGEMENT OF CLAIMS

Progress Claims are to be submitted by the Contractor by the 21st of each month.

Claims are to be made via the following process:

- A spreadsheet listing the quantity of works completed along with the associated signed daily dockets is to be submitted to Council
- Council will then assess this information
- Council will forward a request for an invoice to be submitted for the approved claim amount by the Contractor

- Payment of the invoice will be made through Council's payment procedures on receipt of the invoice

All claim amounts/quantities (including any variations) are subject to approval by Council before payment is agreed.

A correctly rendered invoice must:

- Specify details of order in sufficient detail to enable Authorised Officer to assess; and
- Specify BSC Purchase Order number and Tender number; and
- Specify the respondent's Invoice number and Invoice date; and
- Specify the Contract Price payable by BSC and particulars of any GST payable in respect of the Contract Price; and
- Otherwise comply with the requirements of a Tax Invoice for the purposes of the GST Act.

12. PROJECT VARIATIONS

Council may, by written notice given to the Contractor, require the Contractor to vary the Works in nature, scope (extent and quantity) or timing.

The Contractor may be directed to:

- Increase, decrease or omit any part of the Works and / or
- Perform additional work.

Where the contractor is given a direction to vary the work under the contract which is not expressly identified in writing as a variation, the contractor must promptly, and where practicable before complying with the direction, give the Council Representative a written notice which identifies the direction and states that the contractor considers that the direction involves a variation. The approved variation number should be noted on the Invoice and be itemised.

All project variations must be approved by Council before a claim can be made. The Contractor is to include a breakdown of the proposed cost of any variation (based on the day labour rates submitted as part of this tender) as part of any variation submission.

13. TRAVEL TO AND FROM SITE

The Contractor is responsible for any costs related to daily travel to and from the site including vehicle, plant, fuel, maintenance, accommodation and any other costs.

14. THIRD PARTY CLAIMS

The Contractor shall be responsible for any damage to any public or private property that occurs as a direct result of the works being performed by the Contractor.

The Contractor shall notify Council of all claims or allegations made against the Contractor or damage that has been inflicted by the Contractor in respect to personal injury and/or

damage to property. Verbal notification is to be received by Council within two (2) hours of the incident and a written report, in the form of an email, is to be received by Council within twenty-four (24) hours of the incident. The written report should include the following details:

- Date and location of the incident
- Description and amount of the claim
- Alleged cause of the damage

15. DEALING WITH THE PUBLIC

Council requires the Contractor and all related employees to conduct themselves professionally and in a socially responsible manner and represent the Council and themselves in a professional, customer focused manner at all times.

The Contractor shall not conduct any work additional to the Contract as a result of requests from residents or other members of the public without written authority or direction from the BSC representative.

If a request is outside the Contractor's area of responsibility, the Contractor shall provide the customer with the contact details of the Council's Customer Service Department who will forward the customer enquiry to a Council representative.

16. TEMPORARY SERVICES

The Contractor shall provide and maintain temporary services (if required) necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant authorities and pay charges in connection with the installation and use of such services. Unless there is a specific reference to the provision of temporary services in the contract scope of works, the cost of providing temporary services shall be considered as being included in the cost of the scope of works, unless otherwise agreed in writing by the Principal.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

17. ADDITIONAL WORKS

Should during the course of the inspection of site or during construction the Contractor identifies complementary works outside the scope of the project they believe would be beneficial to Council, the contractor is to advise the Principal of these observations. Contractors must provide an offer for the complementary scope as detailed on the Pricing Worksheet. Council will evaluate the offers for the complementary scope and determine if any will be included in the contract scope for award.

Council reserves the right to accept or reject any tender offer for complementary/betterment scope.

18. SALVAGED MATERIALS

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed

from the site without the prior approval of the Principal. The Principal is to be immediately consulted when any find is made that is considered of relevant heritage value.

The Contractor is to obtain written approval from the Principal prior to removal from site of any material or material which is or may be suitable for use as fill on the site.

Material which is unsuitable for re-use should be transported and dumped in an approved dump area (for this project the approved dump area is the Industrial waste facility Trap Gully, all fees associated with the use of this facility are to be included in the rates submitted for this tender).

Approval for dumping of materials, not otherwise designated, should be obtained from the Principal.

Council operates a spoil permit system where residents can request approval to access spoil material. Disposal of spoil material to local residents is as by written direction and approval of the Principal. In these circumstances, The Contractor must be a willing participant in assisting with the management of this system

APPENDICIES

A. LOCALITY MAPS

B. PRICING SCHEDULE