



PART – 1 & 2: REQUEST FOR TENDER

Mowing, Whipper Snipping and Poisoning Services
within Moura (Preferred Supplier Arrangement)

CONTRACT NO: T2526.13

PART 1 – PREAMBLE				
Banana Shire Council invites tenders from suitably qualified tenderers for appointment as a preferred supplier of Mowing, Whipper Snipping and Poisoning Services within Moura as described in more detail in Part 5 – Scope and Technical Specifications. Preferred supplier status will be awarded and valid until 30 June 2027, with a possible 1-year extension.				
PART 2 – GENERAL INFORMATION				
1. Contract details:	T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (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	Maximum attendees	Mandatory	RSVP
	Tender Briefing, to be held on the 21 st of August 2025, 9.00 am 62 Valentines Plains Road, Biloela Qld 4715 – A teams link will be made available for those who cannot attend in person	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RSVP to tenders@banana.qld.gov.au by the 20 th of August 2025 11:00am
4. Submission of Tender:	Tenders must be submitted electronically only at tenders@banana.qld.gov.au or VendorPanel by no later than 11:00 am on 10 th September 2025 Note// Adequate time must be allowed for the Tender and all supporting documents to be uploaded or received by this time.			
5. Evaluation Criteria:	Evaluation Criteria			Weighting (%) (Optional)
	Price			40
	Condition and Availability of Equipment			20
	Previous Experience			20
	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 **T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (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 **T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (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 **T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – Scope**

T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – General Specifications

T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – Technical Specifications

T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – Map of Shire Towns and Work Areas – Appendix A

T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – Schedule of Rates – Appendix B

T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – Level of Service Schedule – Appendix C

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 **T2526.13 Mowing, Whipper Snipping and Poisoning Services within Moura (Preferred Supplier Arrangement) – Response Schedules**



Part 3: Procurement Process Conditions

Mowing, Whipper Snipping and Poisoning Services
within Moura (Preferred Supplier Arrangement)

CONTRACT NO: T2526.13

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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.

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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 .

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- 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

- (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

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- (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;

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- 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.

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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

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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;

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- (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;

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- (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 RFEOI 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);

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- (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.

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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

Mowing, Whipper Snipping and Poisoning Services
within Moura (Preferred Supplier Arrangement)

CONTRACT NO: T2526.13

1. INTERPRETATION AND DEFINITIONS

- 1.1 **(Relationship to Terms and Conditions)** This document is to be read subject to and in conjunction with the Principal's General Conditions.
- 1.2 **(Definitions)** In this Scope, except to the extent that the context requires otherwise, capitalised terms which are defined in the General Conditions and which are not separately defined in this Scope have the meaning assigned to them in the General Conditions. Otherwise the following terms have the meaning assigned below:
- (a) **After Hours Rates** means the rates identified as such in the Schedule of Rates;
 - (b) **Chargeable Attachments** means the attachments identified as such in the Schedule of Rates;
 - (c) **Chargeable Attachment Rates** means the rates identified as such in the Schedule of Rates;
 - (d) **Code of Practice 2021** means the 'Managing the risk of plant in the workplace Code of Practice 2021' as may be amended or replaced from time to time;
 - (e) **Contract** has the same meaning as in the General Conditions;
 - (f) **Daily Docket** means the dockets required to be provided by clause 8.19;
 - (g) **Day Rates** means the rates identified as such in the Schedule of Rates;
 - (h) **Dry Hire** means the hire of Plant and Equipment by the Supplier to the Principal for which the Supplier does not provide an Operator;
 - (i) **Dry Hire Rates** means the rates identified as such in the Schedule of Rates and (unless the Principal, in its absolute discretion agrees otherwise in writing) are deemed to include:
 - (i) Servicing and Maintenance;
 - (ii) Plant and Equipment and all attachments (other than Chargeable Attachments) unless otherwise stated in the Contract and Relevant Work Order or directed by the Principal;
 - (iii) except to the extent that the Supplier is entitled to be paid Floating Rates pursuant to clause **Error! Reference source not found.** the costs of transporting Plant and Equipment (including to and from the Site, storage sites, depots, accommodation or the Supplier's premises);
 - (iv) travel time for Plant and Equipment (including for travel to and from the Site, storage sites, depots, accommodation or the Supplier's premises);
 - (v) the cost of effecting and maintaining insurances, registrations and permits and the payment of all other costs, expenses, fees and levies (including environmental levies) required for the proper and lawful use and operation of the Plant and Equipment;
 - (vi) costs associated with installing and maintaining global positioning system monitoring system and the provision of data;
 - (j) **Extra Personnel** means the labour types identified as such in the Schedule of Rates;
 - (k) **Floating Rates** means the rates identified as such in the Schedule of Rates and are deemed to include:

- (i) all travel time for the Plant and Equipment, drivers and Operators; and
- (ii) all costs incurred in connection with the transportation of the Plant and Equipment, including escort vehicles and traffic management;
- (l) **General Conditions** means the general conditions of contract which form part of the Contract into which this Scope is incorporated;
- (m) **Good Industry Practice** has the same meaning as in the General Conditions;
- (n) **GVM** means gross vehicle mass;
- (o) **Hire Charges** means the rates and charges described in the Schedule of Rates;
- (p) **Hire Period** means the period commencing and ending at the times determined under clause 3.1;
- (q) **Labour Rates** means the rates identified as such in the Schedule of Rates;
- (r) **Maintenance** means the carrying out of activities (other than Servicing and pre-operation inspections) on the Plant and Equipment for the purpose of maintaining the Plant and Equipment in good working condition or restoring the Plant and Equipment to good working condition after wear and tear, breakdown or accident and includes replacement of ground engagement parts (other than where the Plant or Equipment is provided on a Dry Hire basis and the Supplier establishes that the replacement is only required at that time because of a breach by the Principal of clause **Error! Reference source not found.**) and tyres;
- (s) **Operator** means any Personnel provided or to be provided by the Supplier under the Contract to operate Plant and Equipment or any plant or equipment supplied by the Principal (and includes Operators that are employees or subcontractors of the Supplier's subcontractors);
- (t) **Personal Protective Equipment** means anything used or worn by a person to minimise risk to the person's health and safety, including air supplied respiratory equipment;
- (u) **Personnel** has the same meaning as in the General Conditions;
- (v) **Plant and Equipment** means the items of plant and/or equipment described in the Schedule of Rates, including any attachments (including Chargeable Attachments), accessories, tools, consumable items and any other equipment to be supplied along with the Plant and Equipment;
- (w) **Powered Mobile Plant and Equipment** means Plant and Equipment that is provided with some form of self-propulsion that is ordinarily under the direct control of an operator;
- (x) **Safe Work Method Statement** or **SWMS** means in relation to construction work and has the same meaning as per section 299 of the *Work Health and Safety Regulation 2011* (Qld);
- (y) **Schedule of Rates** means the document setting out the rates agreed between the Principal and Supplier for the provision of the Services included at Schedule 1 of the Contract as amended by agreement in writing between the Parties (including in a Work Order);
- (z) **Scope** means this document and any other documents incorporated into it.
- (aa) **Services** has the same meaning as in the General Conditions and includes the Wet Hire and Dry Hire of Plant and Equipment as described in this Scope;

- (bb) **Servicing** means the carrying out of specific daily activities on the Plant and Equipment as recommended by the manufacturer or required by Good Industry Practice on a planned or routine basis in order to keep the Plant and Equipment operating safely and efficiently. Servicing includes:
 - (i) fuelling, oiling and greasing;
 - (ii) checking and adjusting fluid levels;
 - (iii) checking and adjusting tyre pressures;
 - (iv) checking and adjusting normal operating functions;
- (cc) **Site** has the same meaning as in the General Conditions ;
- (dd) **Stand-Down Payment** means an amount equal to two hours at the Day Rates which would have been applicable had the Plant and Equipment not been stood-down;
- (ee) **Standard Working Hours** means the hours during which the Schedule of Rates provides that Day Rates are payable;
- (ff) **Supporting Documents** means documents evidencing that the Supplier's Personnel and Plant and Equipment comply with the requirements of the Contract, including:
 - (i) licenses, verification of competencies and evidence of training courses successfully completed by the Supplier's Personnel relating to the part of the Services to be performed by those Personnel (and in respect of Operators relating to the specific type of Plant and Equipment to be operated);
 - (ii) certificates of registration for Plant and Equipment, permits, clearances or other authorisations required for the use of the Plant and Equipment;
 - (iii) Servicing, Maintenance, operating and safety manuals, inspection reports and other documentation relating to the use of Plant and Equipment;
 - (iv) evidence of that the requirements of the *Work Health and Safety Regulation 2011* (Qld) for the registration of Plant and Equipment, the registration of plant designs, and for high risk work, licences for operation of the Plant and Equipment;
 - (v) completed pre-start checklists; and
 - (vi) current photographs of all Plant and Equipment;
- (gg) **Tonne** means a unit of mass equal to 1000kg (metric);
- (hh) **Wet Hire** means the hire of Plant and Equipment by the Supplier to the Principal for which the Supplier provides an Operator;
- (ii) **Wet Hire Rates** means the rates identified as such in the Schedule of Rates and (unless the Principal, in its absolute discretion agrees otherwise in writing) are deemed to include all of the following:
 - (i) Servicing and Maintenance;
 - (ii) Plant and Equipment and all attachments (other than Chargeable Attachments) unless otherwise stated in the Supplier or directed by the Principal;
 - (iii) except to the extent that the Supplier is entitled to be paid Floating Rates pursuant to clause 8.17(c) the costs of transporting Plant and Equipment

(including to and from the Site, storage sites, depots, accommodation or the Supplier's premises);

- (iv) travel time for Plant and Equipment (including for travel to and from the Site, storage sites, depots, accommodation or the Supplier's premises); and
- (v) all costs associated with the Operators and any other Personnel necessary for the efficient operation of the Plant and Equipment, including:
 - (A) the cost of and time spent in training or inductions; and
 - (B) the payment of overtime and accommodation allowances, travelling time, travelling expenses and all other payments or entitlements which the Supplier is required to make to the Personnel, including those outlined in clause 8.11;
- (vi) costs associated with installing and maintaining global positioning system monitoring system and the provision of data.

2. THE SERVICES

- 2.1 The Supplier must hire the Plant and Equipment, Operators and Extra Personnel identified in the relevant Work Order at the times required by the Contract and relevant Work Order and in accordance with the Contract.

3. HIRE PERIOD, DELIVERY AND COLLECTION

- 3.1 **(Hire Period)** The Hire Period shall:
- (a) commence on the later of:
 - (i) the start time stated in or determined under the relevant Work Order; and
 - (ii) the time at which the Plant and Equipment is delivered in accordance with clause 3.2;
 - (b) end at the end time stated in or determined under the relevant Work Order (if any) but if:
 - (i) the Principal notifies the Supplier of an alternative end time, the Hire Period shall end at the time stated in the notice; or
 - (ii) the relevant Work Order is cancelled or deemed cancelled pursuant to termination of the Contract, the Hire Period shall end at the time notified to the Supplier by the Principal on cancellation of the relevant Work Order.
- 3.2 **(Minimum Hire Period)** Notwithstanding clause 3.1 the Hire Period shall not be less than 2 hours.
- 3.3 **(Delivery)** The Supplier must, at its expense, deliver the Plant and Equipment (and, if applicable the relevant Operators and Extra Personnel) to the Site on or before the Hire Period. Unless otherwise directed by the Principal, the Supplier must, at the same time that the Plant and Equipment is delivered to the Principal, also provide or make reasonably available, copies of all Supporting Documents.
- 3.4 **(Collection)** The Supplier must, at its expense, collect the Plant and Equipment from the Site within 1 Business Day after being directed in writing to do so by the Principal. If the Supplier does not do so, then the Principal may take such steps as it considers necessary to store the Plant and Equipment and the cost incurred in doing so shall be a debt due and owing by the Supplier to the Principal. The Plant and Equipment shall remain at the risk of the Supplier

notwithstanding such steps and the costs reasonably incurred by the Principal in taking such steps shall be a debt due and owing by the Supplier to the Principal.

4. REQUIREMENTS OF PLANT AND EQUIPMENT

- 4.1 **(Approval)** The Supplier must only supply Plant and Equipment to the Principal which complies with the requirements of the Contract and the relevant Work Order and which has been approved by the Principal for use under the register of pre-qualified suppliers of plant hire pursuant to which the Contract is formed.
- 4.2 **(General)** The Supplier must ensure that at all times during the Hire Period the Plant and Equipment is in proper working order, well maintained to a safe and efficient operating standard, and complies with:
- (a) the requirements of the Contract and the relevant Work Order;
 - (b) relevant Australian Standards; and
 - (c) all requirements of law for the use of the Plant and Equipment for the purpose for which it is supplied and all other requirements of law which are applicable to the Plant and Equipment; and
 - (d) where specific requirements are stated in the individual Schedule of Rates relating to each type of Plant and Equipment, those specific requirements.
- 4.3 **(Mobile Plant and Equipment)** Where required by law or directed by the Principal, all mobile Plant and Equipment supplied under this arrangement that is able to be used in civil construction (except for road trucks and hydraulic excavators) which requires the operator of the Plant and Equipment to be positioned upon the Plant and Equipment to operate it, must:
- (a) be fitted with manufacturer's approved protective structures (AS 2294) and seat belts (AS 2664);
 - (b) where appropriate, be fitted with an automatically adjustable broad band reversing alarm that is engaged automatically when reverse gear is selected. The alarm must be capable of emitting noise levels between 87 and 112 decibels and capable of operating between 12 and 24 volts; and
 - (c) be fitted with a rotating warning light;
 - (d) be fitted with weight scales to ensure maximum gross vehicle weights are not exceeded.
- 4.4 **(Lifting Equipment)** End loaders, pneumatic tyred and tracked excavators and cranes may be required to lift and lay pipes. All such Plant and Equipment must be fitted with lifting hooks and marked with the approved Safe Working Load (SWL) in accordance with the requirements of the *Work Health and Safety Regulation 2011* (Qld).
- 4.5 **(Global Positioning System (GPS))** The Supplier must:
- (a) fit nominated Plant and Equipment with a GPS monitoring system capable of:
 - (i) recording minute by minute data of the Plant and Equipment;
 - (ii) transmitting data via a mobile phone or alternative wireless network.
 - (b) provide:
 - (i) access to the data; and/or

- (ii) reports which contain, as a minimum, minute by minute reporting including operating status, ground speed, location details (such as street address and suburb) and times (based on AEST) for the Plant and Equipment.
- 4.6 **(Site Communications)** All Plant and Equipment working on designated construction sites must have operational UHF radios installed for the purpose of site communications. The Principal's Representative will advise the Supplier of the channel of operation for the specific Site prior to commencement of the Hire Period. The conduct of site communications over the UHF will be managed by the Principal's Representative.
- 4.7 **(Replacement of Plant and Equipment during the Term)** The Supplier may at any time during the Term seek approval from the Principal to replace an item of Plant and Equipment with an item of the same type, and similar capacity and capability. The costs associated with providing the replacement shall be borne by the Supplier and the item of replacement plant or equipment shall be provided at the same Hire Charge as the item of Plant and Equipment being replaced.

5. COMPLIANCE OF PLANT AND EQUIPMENT

- 5.1 **(Inspections and tests)** At any time prior to or during the Hire Period the Principal's Representative may inspect and test any item of Plant and Equipment provided pursuant to the Contract to ensure compliance with all obligations of the Supplier and all warranties given and representations made by the Supplier in the Contract. The Supplier must make the Plant and Equipment available for inspection when requested. The inspection of any Plant and Equipment by the Principal or a third party engaged by the Principal, or the failure of the Principal to inspect or engage a third party to inspect, any Plant and Equipment will not relieve the Supplier of any of its obligations or liability under the Contract or at law.
- 5.2 **(Evidence of compliance)** The Supplier must, within 24 hours of a request by the Principal to do so, provide current copies of all Supporting Documents and any other evidence requested by the Principal to ensure that Supplier's Plant and Equipment complies with the requirements of the Contract.
- 5.3 **(Principal's rights on failure to comply)** If at any time during a Hire Period the Principal is of the opinion (acting reasonably) that any Plant and Equipment does not comply with the requirements of the Contract (irrespective of the cause of the non-compliance) or the Supplier fails to comply with a request by the Principal under clause 5.2, then the Principal may (without limiting its other rights) at its absolute discretion do any one or more of the following:
 - (a) direct that the Plant and Equipment cease operating (be stood down) until the Plant and Equipment becomes compliant or the Supporting Documentation is provided (as the case may be);
 - (b) direct a Variation omitting the Plant and Equipment and, in the Principal's absolute discretion:
 - (i) direct the Supplier to provide equivalent replacement Plant and Equipment at the Supplier's expense (if the Supplier has replacement Plant and Equipment available) which Plant and Equipment shall be provided at the lesser of the Hire Charges applicable to the non-conforming Plant and Equipment or the Hire Charges applicable to the replacement Plant and Equipment;
 - (ii) supply replacement Plant and Equipment itself; or
 - (iii) engage another supplier to supply replacement Plant and Equipment.
- 5.4 **(Costs)** Unless the non-compliance of particular Plant and Equipment is caused by the negligent act or omission or Wilful Misconduct of the Principal or its Personnel, the Supplier shall not be entitled to any payment:
 - (a) in connection with the Supplier's compliance with clause 5.3;

- (b) of any Hire Charges in respect of any period for which the Plant and Equipment is stood down pursuant to clause 5.3; or
 - (c) of any Hire Charges in respect of any day during which that Plant and Equipment was inoperable, unable to be used, or was stood down pursuant to clause 5.3, for more than four hours.
- 5.5 **(Details of replacement Plant and Equipment)** The Principal may direct the Supplier to provide full written details of any proposed replacement Plant and Equipment. A direction under clause 5.3(a) or 5.3(b) may also include a requirement that the original Plant and Equipment and Equipment will be reinstated once the non-compliance is rectified. All provisions of the Contract and relevant Work Order shall apply to any replacement Plant and Equipment provided pursuant to this clause 5.
- 5.6 **(Non-compliant procedure)** Without limiting the Principal's other rights pursuant to this clause 5 or elsewhere in the Contract, the Principal may develop and provide to the Supplier a non-compliance procedure to which the Principal will have regard in determining the appropriate action to take in the event that any Plant and Equipment breaks down or does not otherwise comply with the requirements of the Contract or the relevant Work Order.

6. SERVICING AND MAINTENANCE

- 6.1 **(Obligation to service and maintain)** The Supplier must, at the Supplier's expense undertake all Servicing and Maintenance of the Plant and Equipment. Without limiting this, the Supplier must:
- (a) carry out such Servicing and Maintenance in accordance with section 213 of the *Work Health and Safety Regulation 2011* (Qld);
 - (b) unless, and then only to the extent, otherwise expressly agreed in writing by the Principal, supply all fuels, oils, consumables and spare parts to keep the Plant and Equipment operational and ready to commence works at the times required by the Principal; and
 - (c) maintain all Plant and Equipment in a safe and (where Plant and Equipment is to be used on a road) roadworthy condition.
- 6.2 **(Servicing and Maintenance Program)** The Supplier must ensure that it has, and complies with, a regular preventative maintenance and inspection program.
- 6.3 **(Servicing and Maintenance records)** The Supplier must, promptly on request by the Principal provide any Servicing, Maintenance or inspection records for the Plant and Equipment. The Principal may direct that any Plant and Equipment be stood down until the records are provided, in which case the Supplier will not be entitled to claim any payment in respect of such Plant and Equipment until the records are provided.
- 6.4 **(Location and timing of Servicing and Maintenance)** The Supplier must undertake any planned Servicing, Maintenance and refuelling:
- (a) outside of Standard Working Hours or when the Plant and Equipment is otherwise not required by the Principal;
 - (b) at a suitable premises away from the Site.

Where, notwithstanding this clause 6.4, the Supplier considers that planned Servicing, Maintenance or refuelling is required within Standard Working Hours, the Supplier must immediately notify the Principal's Representative.

7. RISK AND TITLE IN PLANT AND EQUIPMENT

- 7.1 **(Title)** Title and ownership in the Plant and Equipment will at all times remain with the Supplier, notwithstanding that possession passes to the Principal for or during the Hire Period.
- 7.2 **(No liability)** Subject to clause 7.3, the Principal shall not be liable upon any Claim in connection with any:
- (a) loss (including by theft) or destruction of the Plant and Equipment;
 - (b) damage to the Plant and Equipment; or
 - (c) diminution in value of the Plant and Equipment.
- 7.3 **(Exceptions)** Subclause 7.2 does not apply to the extent that the loss, damage or destruction:
- (a) is caused or contributed to by:
 - (i) the Wilful Misconduct of the Principal or the Principal's Personnel; or
 - (ii) the Principal's breach of the Contract; or
 - (b) occurs whilst the Plant and Equipment is at the risk of the Principal and is not caused or contributed to by:
 - (i) the Wilful Misconduct of the Supplier or the Supplier's Personnel; or
 - (ii) the Supplier's breach of the Contract.

8. WET HIRE (WITH OPERATOR) AND SUPPLY OF EXTRA PERSONNEL

- 8.1 **(Application of clause)** This clause only applies to the extent that Plant and Equipment is supplied on a Wet Hire Basis or the Supplier provides an Operator for plant and/or equipment provided by the Principal.
- 8.2 **(Approval of Operators)** The Supplier must only engage Operators that have been approved by the Principal, whether at the time of the Supplier's appointment to a register of pre-qualified suppliers of plant hire or otherwise. Operators that have been approved by the Principal are taken to be Key Personnel for the purposes of clause 12.3 of the General Conditions.
- 8.3 **(General obligations)** In addition to the Supplier's obligations in respect of its Personnel under clause 11.1 of the General Conditions, the Supplier must ensure that each Operator:
- (a) is fully trained in the safe operation of the Plant and Equipment and at all times whilst operating the Plant and Equipment is competent and fit to do so;
 - (b) operates the Plant and Equipment:
 - (i) competently;
 - (ii) in accordance with all applicable law and with the manufacturer's recommendations; and
 - (iii) in a manner that minimises environmental impact;
 - (iv) in accordance with the requirements of the Contract and relevant Work Order;
 - (c) complies with the reasonable directions of the Principal in connection with the Services;
 - (d) has and maintains at all times during the Hire Period the necessary competencies, licences, registrations, accreditations, qualifications, permits, clearances and other

authorisations which are required for the Operator to lawfully operate the Plant and Equipment;

- (e) is aware of its obligations under the *Transport Operations (Road Use Management) Act 1995* (Qld);
 - (f) does not exceed the maximum driving or operating hours without a break, as outlined in the *National Transport Commission (Road Transport Legislation – Driving Hours Regulations) Regulation 2006* (Cth) and *Transport Operations (Road Use Management—Fatigue Management) Regulation 1998* (Qld) and any superseding regulations;
 - (g) has appropriate Personal Protective Equipment such as safety boots, safety helmet, hearing protection and other appropriate safety clothing and equipment as required;
 - (h) does not operate any Equipment unless and until all pre-start checks have been undertaken on the Plant and Equipment and no non-compliance with the requirements of the Contract has been identified.
- 8.4 **(Council Inductions)** A Council induction card does not replace the requirement for a general construction induction training card. A Council induction card will not be issued until all required evidence for the particular member of Supplier Personnel has been received, including and not limited to, drivers licences, equipment competencies and plant inductions. The Principal induction is valid for a 3 year period and must be renewed after this time.
- 8.5 **(Supplier's duty)** The Supplier and its Personnel have a duty to ensure the health and safety of workers, so far as reasonably practicable, and is required to comply with all additional work health and safety requirements. As a minimum, the Supplier must ensure that:
- (a) all Personnel attending at the Site carry on their person a current general construction induction training card (white card) and Council induction card, issued in the name of that member of Personnel;
 - (b) appropriate Personal Protective Equipment is worn at all times;
 - (c) all Plant and Equipment is in sound mechanical condition and, complies with all relevant safety requirements;
 - (d) the Supplier and the Supplier's Personnel have Safe Work Method Statements (SWMS) for relevant parts of the Services, specifically:
 - (i) risk of falls and appropriate height safety gear;
 - (ii) work on or adjacent to a road; and
 - (iii) work in an area or around Powered Mobile Plant and Equipment;
 - (e) all Personnel working on, or adjacent to, a road, have training or certification in the MUTCD Part 3, specifically Working in Proximity to Traffic (formerly Level 1 Traffic Management);
 - (f) it has in place, and that its Personnel are aware of and comply with, process and procedures for reporting of any accidents, incidents or near misses incurred as a result of performing works on the Site;
 - (g) all Plant and Equipment, where required, is fitted with appropriate roof mounted amber flashing lights and other relevant safety Equipment; and
 - (h) the Supplier's Personnel use only safe working methods and utilise Personal Protective Equipment, flashing lights and traffic control devices as necessary..

- 8.6 **(Risk)** For the purpose of clause 7, the Plant and Equipment shall be at the risk of the Supplier at all times before, during and after the Hire Period.
- 8.7 **(Plant and Equipment not in use)** The Supplier or its relevant Personnel with management or control of Plant and Equipment at the Site must ensure that Plant and Equipment not in use is left in a state that does not create a risk to the health and safety of any person, as per section 207 of the *Work Health and Safety Regulation 2011* (Qld).
- 8.8 **(Extra Personnel)** The Supplier must not provide any Extra Personnel to the *Principal* unless it is appropriately registered under the *Labour Hire Licensing Act 2017* (Qld). The Supplier must not engage any supplier, or permit any person to, provide labour hire unless that person is registered under the *Labour Hire Licensing Act 2017* (Qld).
- 8.9 **(Subcontractors)** The Supplier must ensure that all subcontractors engaged by the Supplier to provide any Services under the Contract, to the extent relevant to their part of the Services, comply with all requirements of the Contract, relevant Work Order and the Scope, including by effecting and maintaining all of the insurances which the Contract or the relevant Work Order requires the Supplier to effect and maintain.
- 8.10 **(Suitability of Personnel)** The Supplier must, within 24 hours of a request by the Principal, provide current copies of all Supporting Documents and any other evidence requested by the Principal to ensure that Supplier's Personnel complies with the requirements of the Contract and relevant Work Order. The Principal may also, at any time during the Hire Period assess the performance of any Personnel, including the timeliness of attendance, skills and productivity of the Personnel, attention to work place health and safety, documentation completion and ability to work effectively with others. In addition to the Principal's rights under clause 12.6 of the General Conditions, the Principal may direct the removal of any Personnel that the Principal reasonably considers does not meet the Principal's reasonable expectations. The Supplier is not entitled to claim any Hire Charges for any Personnel during any time for which that Personnel does not comply with the requirements of the Contract.
- 8.11 **(Relationship between Principal and Supplier's Personnel)** No contractual relationship will exist between the Principal and any Personnel provided by the Supplier and such Personnel are not entitled to any benefit from the Principal that is usually attributable to an employee. In respect of the Personnel provided by the Supplier, the Supplier is solely responsible for, must solely bear and indemnifies the Principal against:
- (a) the cost of payment to the Personnel of remuneration benefits including salaries and wages, annual leave, sick leave, superannuation, worker's compensation insurance premiums, long service leave and all other benefits to which any of them may be entitled under any contract of service, or contract for service with the Supplier or under any award, industrial instrument, statute or common law;
 - (b) the payment of taxes and duties in respect of such remuneration and benefit;
 - (c) compliance with, and costs of compliance with requirements of law with respect to the Supplier's employees or agents; and
 - (d) the maintenance, and the cost, of obtaining appropriate workers' compensation policies to provide coverage for the Personnel.
- Nothing in the Contract shall be taken to prevent the Principal from making an offer of employment to, and employing, any Personnel provided by the Supplier under the Contract and the Principal shall not be liable upon any Claim by the Supplier in connection with such employment.
- 8.12 **(Leaving Plant and Equipment)** All Plant and Equipment must when unattended, be left in a safe condition and in a manner which does not present a risk to the health and safety of any person.
- 8.13 **(Load limits)** The Supplier must comply with all applicable load limits required by law or otherwise recommended by the manufacturer of any Plant and Equipment.

- 8.14 **(Water Stand Pipes)** Water stand pipe serial number must be supplied to the Principal before work is commenced on the first day of the Hire Period and any time during the Hire Period that the stand pipe has been charged out. Stand Pipe hire and water charges are deemed to be included in the Hire Charges.
- 8.15 **(Waste Disposal)** If instructed by the Principal to deliver waste to a waste disposal site, all related fees and charges for waste disposal will be paid by the Principal. The Supplier must provide the relevant Work Order number and/or project number, including payment receipt or docket, as issued by Principal's Representative to the controller of the waste facility. The Principal shall not be liable upon any Claim by the Supplier for waste disposal fees unless the Supplier has provided an approved Work Order number.
- 8.16 **(Emergency call outs)** Where the Supplier agrees to attend an emergency call out, the Supplier must comply with the request within two hours. Where the Supplier is required to attend an emergency call out outside of the Standard Working Hours then the Supplier shall be entitled to charge for a minimum of two hours at the applicable Schedule of Rates.
- 8.17 **(Entitlement to payment – General)** Subject to the Contract, and except to the extent that the relevant Work Order provide otherwise, the Supplier is entitled to be paid the following rates or payments as applicable:
- (a) Day Rates for Plant and Equipment (other than Chargeable Attachments) for time during which an Operator is operating the Plant and Equipment during the Standard Working Hours in accordance with the Contract and the relevant Work Order; and,
 - (b) After Hours Rates for Plant and Equipment (other than Chargeable Attachments) for time during which an Operator is directed by the Principal to, and is, operating the Plant and Equipment outside of the Standard Working Hours in accordance with the Contract and the relevant Work Order; and,
 - (c) Floating Rates, for Plant and Equipment which is either non-driveable or which has a GVM of greater than 12 tonnes (including related attachments which are essential for the performance of the Services):
 - (i) once for the mobilisation of the Plant and Equipment to the Site on the first day of the Hire Period; and
 - (ii) once for the demobilisation of the Plant and Equipment on the last day of the Hire Period; and,
 - (d) Chargeable Attachment Rates for time during which an Operator is operating Plant and Equipment fitted with one or more Chargeable Attachments (whether or not within the Standard Working Hours) in accordance with the Contract and the relevant Work Order; and,
 - (e) Stand-Down Payment for Plant and Equipment:
 - (i) for each day during the Hire Period that the Plant and Equipment is both:
 - (A) stood down by the Principal in accordance with clause 8.22; and
 - (B) operated for less than four hours (other than due to a breach of the Contract by the Supplier); and
 - (ii) for each day during the Hire Period on which the hire of the Plant and Equipment is cancelled, unless:
 - (A) the Supplier is already entitled to payment under clause 8.17(e)(i) for that day; or
 - (B) the Principal gave notice of the cancellation:

I at least 30 minutes prior to the time at which the Operator would otherwise have been required to commence operating the Plant and Equipment on that day; and

II before the Plant and Equipment was mobilised to Site; or

(C) the Plant and Equipment was operated for four hours or more on the day that the notice of cancellation was given,

in which case, the Stand-Down Payment is not payable;

- (f) Day Rates for labour for time during which the labourer is providing services at the direction of the Principal during the Standard Working Hours in accordance with the Contract and the relevant Work Order;
- (g) After Hours Rates for labour for time during which the labourer is directed by the Principal to, and is, providing services outside of the Standard Working Hours in accordance with the Contract and the relevant Work Order.

8.18 **(No entitlement to payment)** For clarity, notwithstanding anything to the contrary in clause 8.17 or elsewhere in the Contract or the relevant Work Order, the Supplier is not entitled to payment:

- (a) where the Contract or the relevant Work Order elsewhere provides that the Supplier is not entitled to payment;
- (b) for time during which the Plant and Equipment is not operated (other than due to a breach of the Contract by the Principal) including:
 - (i) meal and other rest breaks;
 - (ii) any time that the Plant and Equipment is not required to be operated because the Principal's Personnel are on rostered days off;
 - (iii) where the Equipment is stood-down pursuant to clause 5.3(a);
 - (iv) where the Supplier is required to cease work pursuant to any law or to ensure compliance with its obligations under any law;
- (c) for time spent or costs incurred in compliance with a direction under clause 29.2(b) of the General Conditions;
- (d) for any time or cost incurred in transporting driveable Plant and Equipment which has a GVM of less than 12 tonnes;
- (e) for time during which the Plant and Equipment is non-compliant with the requirements of the Contract or the relevant Work Order;
- (f) subject to clause 30.2 of the Standard Terms and Conditions, for time during which the Principal has suspended the Contract pursuant to clause 30.1 of the General Conditions.

8.19 **(Daily Dockets)** The Supplier **must at the end of EACH DAY**, supply the Principal with Daily Dockets counter-signed by the Principal's Representative. The Daily Dockets must accurately, clearly and legibly identify the following:

- (a) Supplier name;
- (b) Operator name;
- (c) type of Plant and Equipment;

- (d) the Principal's unique Plant and Equipment identification number for that Plant and Equipment (as advised to the Supplier by the Principal);
- (e) the times of operation (in 24 hour time format) of the following (which must be shown separately):
 - (i) the Plant and Equipment;
 - (ii) Chargeable Attachments;
 - (iii) Extra Personnel (on a separate Daily Docket);
- (f) the times for which meal or other rest breaks were taken which, shall be shown as either:
 - (i) a deduction from the total hours; or
 - (ii) if the Principal directed the Personnel to, and the Personnel did, work through a meal or other rest break, as 'No break – required to work through';

For clarity, if the Daily Docket does not detail a break or contain the notation under clause 8.19(f)(ii) above then the Principal shall deduct half an hour from the times shown in clause 8.19(e).

- (g) a subtotal for the amount of hours of operation of each item of Plant and Equipment and/or Extra Personnel, including start time, finish time, time off for breaks and the total time worked (rounded to the nearest quarter hour) in 24 hour time format;
 - (h) the total amount of hours for that day (both Day Rates and After Hour Rates if any);
 - (i) the Principal's approved Work Order number applicable to the Hire Period; and
 - (j) any change to the Hire Period notified by the Principal's Representative under clause 3.1(b).
- 8.20 **(Incomplete or inaccurate Daily Dockets)** If the Supplier or its Personnel provides a daily docket that does not contain the information required by clause 8.19 or which contains information which is inaccurate, the Principal's Representative may refuse to sign the daily docket and direct the employee back to the Supplier to obtain the required and correct information.
- 8.21 **(Variations)** If the Principal directs the Supplier that it no longer requires particular Plant and Equipment prior to the end of the Hire Period, then the Principal shall not be liable upon any Claim for Hire Charges after the time at which the Principal notifies the Supplier that the Plant and Equipment is no longer required.
- 8.22 **(Stand-Down)** In addition to the Principal's rights under clause 5.3(a), the Principal may at any time during the Hire Period and for any reason in the Principal's absolute discretion direct that:
- (a) any Plant and Equipment cease operating (be stood down); or
 - (b) that any Plant and Equipment that has been stood down recommence operating.

9. WORK HEALTH AND SAFETY

- 9.1 **(Acknowledgement and compliance with law)** In addition to the requirements relating to safety stated elsewhere in the Contract, the Supplier must comply with and acknowledges that it is aware of and understands the obligations of the Supplier at law relating to WHS including under:
- (a) the *Work Health and Safety Act 2011* (Qld);

- (b) the *Work Health and Safety Regulation 2011* (Qld) (and in particular the requirements of Chapter 5);
- (c) the Heavy Vehicle National Law (Qld); and
- (d) the Code of Practice 2021,

to the extent that they are relevant to the Services. Nothing in the Contract is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the Supplier's obligations under the Contract.

9.2 **(PPE)** The Supplier must comply with the following Personal Protective Equipment (PPE):

- (a) all employees carrying out work must have undergone a general industry site safety induction;
- (b) high visibility vests that comply with the Australian Standard 'High visibility safety garments - Garments for high risk applications AS4602.1' as may be amended or replaced from time to time, long sleeved shirts, long trousers and broad brim hats must be worn when the Supplier is working outdoors for sun and UV protection.

9.3 **(Safety Audits)** The Principal may also conduct random safety or performance audits of the Supplier's services to ensure ongoing compliance. The Principal may also direct the Supplier to cease work if, in the Principal's opinion, the Services are being conducted in an unsafe or dangerous manner. If the Principal gives such a direction, the Principal is not liable for time lost or any loss or costs incurred by the Supplier.

9.4 **(Prohibited Substances)** The Supplier's Personnel must not be under the influence of or be in possession of, alcohol, drugs or other prohibited substances whilst performing the Services. Alcohol and prohibited substances must not be consumed by the Supplier, on or prior to entering any the Principal facility or when returning from meal breaks.

9.5 **(Random Drug and Alcohol Testing)** All of the Supplier's employees and subcontractors are subject to compulsory random Drug and Alcohol sample testing. Drug and alcohol testing will be performed at the Principal's expense by the Australian Drug Detection Agency ('ADDA'), or an equivalent provider, or by its nominated registered medical practitioner. The Supplier will be informed about the procedures for the test and will be required to complete a consent form. Testing will be done in such a way as to respect the Supplier's privacy and confidentiality. Test results will be treated as highly confidential. The drug testing procedure for random testing includes an initial drug test, which involves the testing of an oral fluid specimen. If this test result is positive and the Supplier disputes the validity of the test, then the Principal may conduct a further test using a urine specimen. At completion of testing, the Supplier will be required to acknowledge the test result and time. The Principal may immediately suspend the Services in whole or part if any of the Supplier's Personnel fails to submit to a test under this clause or returns a positive test result.

9.6 **(Working in Proximity to Traffic)** The Supplier is required to provide technical training and certification for all Operators working on, or adjacent to, a road, specifically as a minimum mandatory requirement - [Working in Proximity to Traffic – Awareness Part 1](#) (formerly Level 1 Traffic Management) and Part 2. This training is required to enhance the worker's ability to identify hazards at work sites, as well as to confirm if personnel responsible for selecting and implementing works protection methods have followed the necessary process to keep workers safe. Depending on the work to be performed the Principal may also require the Supplier to provide additional technical training and certification for Operators to a level higher than of 'Working in Proximity to Traffic - Awareness Part, such requirements shall be identified as part of the relevant Work Order.

10. ENVIRONMENTAL RESPONSIBILITY

10.1 **(General Environmental duty)** Under the *Environmental Protection Act 1994* (Qld), the Supplier and its Personnel have a general environmental duty to take all reasonable steps to

prevent or minimise environmental harm. The Supplier or its Personnel who supply Plant and Equipment with an Operator to the Principal are bound by this duty and are liable to prosecution for failure to meet the requirements of the *Environmental Protection Act 1994* (Qld).

10.2 (Supplier's general obligations) The Supplier must ensure that:

- (a) the Plant and Equipment is regularly maintained and inspected to minimise risk of the Plant and Equipment failure leading to environmental harm, such as oil or fuel leaks, excessive noise or emissions;
- (b) Operators operate the Plant and Equipment in accordance with clauses 8.3(a) and 8.3(b);
- (c) all Personnel are aware of responsibilities under the *Environmental Protection Act 1994* (Qld) and site-specific environmental requirements. This should include:
 - (i) training in environmental awareness;
 - (ii) knowledge of environmental incident reporting procedures;
 - (iii) knowledge of and training in appropriate action to be undertaken to minimise environmental harm; and
 - (iv) provision of equipment to minimise environmental harm, e.g. spill kits (the Supplier must have adequate provision for the clean-up of oil spills).

10.3 (Control of Prohibited and Restricted Matter – Biosecurity Risks) Under the *Biosecurity Act 2014* and the *Biosecurity Regulation 2016* (Qld) the Supplier and its employees and subcontractors have a general biosecurity obligation to take all reasonable and practical measures to prevent or minimise biosecurity risks. A biosecurity risk exists when dealing with any pest, disease or contaminant, or with something that could carry one of these e.g. plants, soils, equipment – known as 'carriers'. The Supplier must comply and cause its Personnel to undertake those obligations to comply with the requirements of the *Biosecurity Act 2014* (Qld) and regulation.

10.4 (Preventing spread of biosecurity risks) The Supplier must prevent the transmission or spread of animal and plant diseases and pests by engaging in vehicle hygiene practices that are congruent with the Principal's protocols for the reduction / elimination of biosecurity risk. The Supplier must ensure that all Plant and Equipment is free from matter that may present a biosecurity risk before the Plant enters the Site and on leaving the Site

10.5 (Plant and Equipment wash down) The Supplier must engage in Plant and Equipment clean-down practices, particularly in conditions or sites that contain mud, contaminated soils and weed-infested areas. The Supplier will be responsible for ensuring that all Plant and Equipment is inspected and clean-down practices are implemented before removal of Plant and Equipment from the Site. For a Hire Period of more than four (4) weeks, the Principal may have clean-down procedures and facilities available on Site and water will be supplied to the Supplier at no charge. The Supplier must seek clarification with site supervisors if uncertain.

11. HEAVY VEHICLE NATIONAL LAW

11.1 (Relationship of obligations) The obligations, warranties and representations in this clause 11 are in addition to, and not in substitution for, any other:

- (a) obligation of the Supplier under any CoR Law; or
- (b) obligation, warranty or representation provided for elsewhere in the Contract or a Work Order.

Nothing in this clause 11 is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the Supplier's obligations under this clause 11.

11.2 **(Interpretation)** In this clause 11 the following terms have meanings assigned below:

- (a) **Business Practices** means operating policies and procedures, human resource and contract management arrangements and arrangements for preventing or minimising public risks.
- (b) **CoR Law** means any law in relation to safety concerning the carriage of goods by road, including as to mass, dimension, load restraint, speed, fatigue and vehicle standards, roadworthiness and maintenance and including the HVNL.
- (c) **HVNL** has the same meaning as in the General Conditions.
- (d) **Transport and Journey Documentation** means any Transport Documentation or Journey Documentation as defined in the HVNL.
- (e) **Transport Activities** means activities, including Business Practices and making decisions associated with the use of a vehicle on a road, including driving or maintaining a vehicle, consigning, scheduling, packing, loading, managing the loading or unloading, unloading or receiving goods for transport by road or carried by road or contracting, directing or employing any person to do any of the foregoing.

11.3 **(Chain of Responsibility Compliance)** The Supplier must, and warrants and represents that it will, at all times during the Term:

- (a) develop and implement adequate systems (including policies, practices, procedures, training, monitoring and reporting) to discharge its obligation to eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks arising from the conduct of its Transport Activities;
- (b) not permit or cause any Personnel of the Supplier to perform any aspect of any Transport Activities in connection with the Contract unless it has first satisfied itself that those Personnel have received sufficient information, training and supervision to ensure compliance by those Personnel with all CoR Law;
- (c) comply with any reasonable requirements of the Principal made known to the Supplier from time to time, including any reasonable policy, practices, procedures or direction of Principal in relation to compliance with CoR Law;
- (d) manage and retain copies of all Transport and Journey Documentation as required under the HVNL or any other CoR Law;
- (e) immediately advise the Principal of any facts or circumstances which come to its attention which may give rise to any breach or allegation of breach of a CoR Law by the Supplier, including any communication relating to a potential breach of a CoR Law from any Authority (other than the Principal);
- (f) provide or make available to the Principal all information or documentation reasonably requested by the Principal to enable the Principal to monitor and audit the Supplier's compliance with this clause 11, including Transport and Journey Documentation;
- (g) in respect of any breach or allegation of breach of a CoR Law:
 - (i) within 10 Business Days of becoming aware of the facts or circumstances giving rise to the breach or allegation of breach:
 - (A) conduct an investigation into the cause of the breach or alleged breach;
 - (B) formulate any actions to be implemented in order to avoid or reduce the risk of a similar incident arising again; and

- (ii) within 5 Business Days of being directed to do so by the Principal, provide a copy of any investigation report to the Principal and notify the Principal of any proposed action to be taken by the Supplier to avoid or reduce the risk of a similar incident occurring again.

11.4 (Fatigue management plan) Where requested to do so by the Principal, the Supplier must provide and comply with a fatigue management plan or procedure. Under declared emergencies or in a period of natural disaster, any deviations from break times submitted in fatigue management plans must be agreed by the Principal's Representative, recorded on invoices and written approval from the Principal's Representative must accompany submitted invoice.

11.5 (General Obligations) Without limiting any other clause in the Contract, the Supplier must, and must ensure that its Personnel in performing the Services:

- (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 Supplier 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 Supplier in connection with the Services;
- (c) comply with and discharge (and ensure that the Supplier's Personnel comply with and discharge) all obligations imposed on the Supplier under any:
 - (i) law relating to the protection of Cultural Heritage which are applicable to the Services;
 - (ii) directions of the Principal in relation to the protection of Cultural Heritage; and
 - (iii) other standards, plans, requirements, codes, guidelines, policies, consents and permissions relating to the protection of the Cultural Heritage which are applicable to the Services, including:
 - (A) the cultural heritage plan prepared under clause 11.6;
 - (B) the Principal's Cultural Heritage management policies and plans;
 - (C) any consent, permission or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and
 - (D) 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 the Services;
- (d) notify the Principal immediately of any communication with the Supplier 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 the Services;

11.6 (Cultural Heritage plan) If the Contract or relevant Work Order states that a Supplier must develop a cultural heritage plan, the Supplier must prepare, provide to the Principal for review and comply with a cultural heritage plan for the Services that:

- (a) includes the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the Site;
- (b) describes the steps that the Supplier intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including the details of any communication with the Aboriginal Party or Torres Strait Islander Party about the Services and details of any proposed Site inspections or monitoring of the Services;

- (c) identifies any responsibilities, procedures and processes for dealing with Cultural Heritage.

12. MEETINGS, CONDUCT AND PERFORMANCE

- 12.1 **(Meetings and Communication)** The Supplier's Representative is required to meet with the Principal's Representatives at regular scheduled intervals or other times as requested, for reporting on, but not limited to:
- (a) Performance, quality standards and levels of service;
 - (b) Safety issues and recommendations; and/or
 - (c) Invoicing and payment issues.
- 12.2 **(Performance Monitoring)** The Services are to be carried out in accordance with the Contract, the relevant Work Order and to the complete satisfaction of the Principal. The Supplier's performance may be measured through periodic inspections. At any time during the Supplier's performance of the Contract, the Principal may carry out inspections, monitoring, audits or quality checks on the Supplier's workmanship and performance of services. This monitoring activity may potentially identify any problems with performance, delivery requirements, or any other issues such as non-compliance with terms and conditions of this Scope and Contract.
- 12.3 **(Continuous Improvement Opportunity)** In addition to the Principal's rights under clause 29 of the General Conditions, the Principal may at any time during the Term, record details of any performance issues, quality issues or non-conformance identified by the Principal and provide a Continuous Improvement Opportunity Notice (CION) to the Supplier for a formal response and remedy, where required.

A Continuous Improvement Opportunity Notice shall:

- (a) be in writing;
- (b) identify the performance issue, quality issue or non-conformance;
- (c) require the Supplier to provide, within a reasonable time, a written response to the notice, including details of the actions which the Supplier proposes to take to prevent such issues or non-conformance from occurring in the future.

Responses to any CION will be reviewed by the Principal's Representative, recorded and considered in any future performance review. The Principal may at any time and from time to time, in its absolute discretion, review conduct a review of the Supplier's performance. The Principal's Representative will be responsible for reviewing the standard of the Supplier's work, quality of workmanship and compliance.

13. SERVICE LEVELS

- 13.1 **(Definitions)** In this clause
- (a) **Review Period** means the period stated in clause 13.9 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 13.9 below.
- 13.2 **(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.

- 13.3 **(Measuring performance)** The Principal will review the performance of the Supplier against the Service Levels at the times in clause 13.9 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.
- 13.4 **(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 13.9.
- 13.5 **(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.
- 13.6 **(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.
- 13.7 **(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.
- 13.8 **(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.
- 13.9 **(Service Levels)** The Service Levels are: Refer to appendix C

14. WORK ORDER COMPLETION

- 14.1 **(Additional requirements of Work Order Completion)** In addition to any requirements of Work Order Completion stated elsewhere in the Contract or the relevant Work Order, in order to achieve Work Order Completion the Supplier must complete the following requirements at the times and in the manner stated below:
- (a) the Supplier must provide the Principal with a complete, updated and final copy of the Supplier Documents;
 - (b) where directed by the Principal to do so, the Supplier must provide a properly executed statutory declaration in the form in Schedule 2 of the Contract;
 - (c) unless otherwise directed by the Principal, the Supplier must secure the Site in a safe and proper manner and remove all of its Personnel, plant and equipment from the Site within the timescales reasonably directed by the Principal;



GENERAL SPECIFICATION (STANDARD RISK)

Mowing, Whipper Snipping and Poisoning Services
within Moura (Preferred Supplier Arrangement)

CONTRACT NO: T2526.13

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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		
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- 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

Mowing, Whipper Snipping and Poisoning Services
within Moura (Preferred Supplier Arrangement)

CONTRACT NO: T2526.13

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TECHNICAL SPECIFICATION

1. INTRODUCTION

Banana Shire Council is seeking tenders from suitably qualified and experienced contractors for the mowing of Council Parks, Reserves, Streetscapes and Sports Fields in the Moura township.

Council is looking to engage a preferred supplier for the wet hire of Mowing, Whipper Snipping and Poisoning services to undertake works throughout the shire as per the Pricing Schedule supplied in the Appendices of this document.

2. AVAILABLE INFORMATION

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

- Maps of Moura Parks Area (Appendix A)
- Schedule of Rates (Appendix B)
- Level of Service Schedule (Appendix C).

The Contractor shall familiarise with the shire and each maintenance area prior to submitting a tender.

3. SCOPE OF WORKS

The Works Under the Contract (WUC) are to be located with the Banana Shire Area.

The scope of this tender is for the intermittent short or long term hire, under Council supervision, of contractors able to complete the mowing of various locations within the town limits of Moura and Banana. Activities under this tender may include, but not be limited to;

- Mowing (including removal of grass clippings)
- Whipper Snipping, Removal
- Weed Poisoning

Additional activities may be requested by Council within the capabilities of the contractor.

The work areas for these activities have been broken up geographically over the following areas:

- Moura;

All mowing is to be completed through the use of a ride-on mower. The use of Handmowing may be undertaken by the contractor at no additional cost to council. Handmowing does not include whipper snipping which is covered under its own item in Appendix C

Included in the tender rates submitted is the following:

- All costs associated with the insurance of the plant and staff (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 trained, accredited, competent and experienced vegetation services staff. Staff are to be in possession of the following:
 - Construction Blue/White Card
 - Applicable certifications/licenses for the plant to be used
 - Implement Traffic Management Plan qualification – ITMP

All staff licenses/certifications are to be always available onsite and must be produced on demand.

- All costs associated with the supply and use of the following equipment:
 - Zero Turn Mower
 - Whipper snipper and Hedge Trimmer
 - Basic tools including, blower, garden fork, spade, broom and rake
 - Poison Spray unit (including supply of the glyphosate base herbicide)
 - Other equipment as required
- The Contractor has an obligation under legislation to not contribute to the spread of noxious weeds. All costs associated with the following activities are to be included in the scope of this tender:
 - Noxious weeds (e.g. parthenium) are to be flagged with pink tape and Council notified of the location.
 - Contractors are required to alert Council to any significant growth areas (where it is not practical to tape individual plants), and Council's Rural Services officers will inspect and spray.

The full list of declared noxious weeds can be found at
www.business.qld.gov.au/industries/farms-fishing-forestry/agriculture/biosecurity/plants/invasive/prohibited

- Should it be identified the Contractor is to advise Council of any illegal dumping and large objects that need to be collected;
- Notify Council of any damage to public infrastructure (including signage, guide posts) not caused by the contractor;
- All costs associated with the repair of damaged services and/or property caused by the activities being undertaken as part of this tender are the responsibility of the contractor.

- All costs associated with the completion of Council Safety Induction by all relevant staff members. This can be completed online and is valid for a period of 12 months.
- All costs associated with the provision of staff with appropriate personal protective equipment (PPE). All PPE is to be worn and maintained as per Council's requirements.
- All costs associated with ensuring that the following are present within any vehicles brought to site:
 - A 'fit for purpose' first aid kit
 - Suitable fire extinguisher/s

All vehicles are to be available for inspection on request to ensure compliance.

- All cost associated with the compliance with the requirements of following Council Management Systems for the undertaking of the maintenance works:
 - Quality Management Plan
 - Environmental Management Plan
 - Workplace Health and Safety Plan
 - Traffic Management Plan and/or Traffic Guidance Schemes – TGS's and signs for each site to be supplied by the contractor
- All costs associated with the maintenance of the vehicles and equipment. The tenderer must have procedures in place for any foreseeable breakdowns/maintenance which may affect the contract and Council's operational needs.
- All costs associated with the supply of replacement vehicles and/or equipment to be used during the maintenance/repair of the primary item should the loss affect Council's operations
- All costs associated with the establishment and disestablishment of plant, equipment and staff to and from the site.
- Regular communication with the Council throughout the contract.
- 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 plant 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.

All prices listed in this tender are to be valid 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 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 (PROJECT OWNER/COORDINATOR TO CONFIRM)

The Contractor's core working hours for this Contract is between 7:00am and 6:00pm, five (5) days per week. Supplementary working days include weekends at the discretion of Banana Shire Council responsible representative. Works shall not occur on public holidays.

The contractor shall be permitted to work weekends at the direction of the Banana Shire Council responsible representative.

The Contractor shall not undertake work outside of these times without written authorization from the principal.

10. PRICING

All rates are to be quoted as GST excl. **Rates are to be fixed and guaranteed for the term of the contract.**

11. LODGMENT 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 an 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. 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

13. 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.

APPENDICES

A. MAP OF SHIRE TOWNS/WORKS AREAS

B. SCHEDULE OF RATES

C. LEVEL OF SERVICE SCHEDULE