Kowanyama Aboriginal Shire Council

Expression of Interest (EOI)

Council Approved Contractor List

Reference:	KASC-2026-062
Date of Issue:	11 November 2026
Closing Date:	7 December 2026

Expression of Interest (EOI)

This EOI comprises:

- Part A: EOI Information
- Part B: Conditions of Tendering
- Part C: General Conditions of Contract
- Part D: EOI Response

Council:	Kowanyama Aboriginal Shire Council (KASC)
Council Address:	Lot 30 Chapman Road, Kowanyama 4892
Contact (Principal):	Mark Crawley – Interim Chief Executive Officer
Contact number:	07 4083 7100
Expression of Interest (EOI):	For suitably qualified and experienced Contractors for Council's Approved Contractor List for a period of two (2) years.
EOI Number:	KASC-2026-062
Closing date and time:	**4:00PM, Monday 7 December 2026**

Instructions for completing this EOI:

- Contractors should ensure they read all parts of this EOI fully to ascertain the services to be performed and the terms on which the services are to be performed.
- Contractors must respond to all sections of the EOI Response.
- Contractors may provide supplementary material to support their offer. All supplementary material must be cross referenced to the relevant section of this EOI.
- The Council will confirm in writing to suppliers, to advise if their EOI has been accepted or unsuccessful.
- Notification by letter to the successful Contractor will create a contract between the parties, based on the documents presented.
- Responses are to be submitted via email to tenders@kowanyama.qld.gov.au and must include the EOI number in the subject line (i.e., KASC-2026-062). Council reserves the right to not consider submissions sent to any other email address.

1. Overview

Kowanyama Aboriginal Shire Council (Council) is seeking Suppliers across various trade and professional services for inclusion on Council's Approved Contractor List for a period of two (2) years.

1.1. Kowanyama Geography

The Kowanyama Aboriginal Shire Council lies 25 km (as the crow flies) from the east coast of the Gulf of Carpentaria in the south-western region of the Cape York Peninsula, and 600 km northwest of Cairns. The total area equals approximately 4,120 square kilometres. The community has a population of approximately 1200 people.

The community is based on the banks of Magnificent Creek, which joins the South Mitchell River, which in turn forms part of the Mitchell River Delta. Road access is only available four to five months of the year in the dry season. Weekday flights to and from Cairns service the community throughout the year.

1.2. Our Nature and Environment

Kowanyama has a rich abundance of nature and wildlife. Kowanyama consists mainly of wetlands and delta mangroves in the north, extending to forest country of the central peninsula. These unique natural environments are home to a vast array of bird and animal species.

1.3. Community History

In 1903 the Queensland Government declared the Mitchell River an Aboriginal Reserve for the benefit of the Aboriginal peoples of the State. In 1905 the Anglican Trubanamen Mission was established inland on Topsy Creek - this is now known as the old mission.

Aboriginal peoples of the region were gradually drawn from their ancestral lands into the mission settlement.

In 1916 the headquarters of the Anglican Mission moved to Kowanyama and formed the Mitchell River Mission and the Trubanamen site was abandoned.

Some peoples continued to occupy their traditional lands, moving into Kowanyama as late as the 1940s.

In 1964 a cyclone destroyed the mission; however the Queensland government funded its rebuilding.

In 1967 the Anglican church were no longer able to sustain their activities in the area as a Church Mission and the Department of Aboriginal and Islander Affairs took over the administration of the Mitchell River Mission and Reserve.

In 1987 the State transferred control to the Kowanyama Aboriginal Shire Council via a Deed of Grant in Trust (DOGIT).

Kowanyama is now one of the largest communities in Cape York with approximately 1200 residents.

1.4. Culture

Kowanyama means "place of many waters" in the Yir Yoront language. The Indigenous inhabitants are the direct descendants of Aboriginal groups who inhabited the Lower Mitchell and Alice Rivers and neighbouring areas. The community includes the Kokoberra, Yir Yoront (or Kokomnjen) and Kunjen clans.

Kowanyama's Aboriginal people continue to identify strongly with their ancestral countries and with the languages, stories, songs, dances, and histories associated with those countries. Language groups associated with countries in the Kowanyama region are Yir Yoront, Yirrk Thangalkl, Koko Bera, Uw Oykangand, and Olkola.

1.5. Council Services

The Kowanyama Aboriginal Shire Council is responsible for local government services such as road construction and maintenance, water infrastructure, sewerage infrastructure and maintenance, environmental health, and parks & gardens.

In addition to these primary functions, Council also provides the following services and facilities:

- Enterprises:
  - Post Office and Bank
  - Residential and Commercial Rentals
  - Training Centre Offices
  - Airport
  - Centrelink Agency
- Housing
- Local radio station
- Operation and management of the Purchasing Store
- Management of leasehold cattle properties (Oriners and Sefton), including Carbon Farming
- Operation and management of the Aged Care Centre
- Operation and management of the Child Care Centre and Play Group
- Operation and management of the Land & Natural Resources Office (Rangers)
- Aboriginal Community Police Officers, in collaboration with Queensland Police Service
- Sport & Recreation programs and services, including those for young people
- Swimming Pool
- Women's Shelter
- Women's and Men's Groups

Part A: EOI Information

2. EOI Information

Principal:	Kowanyama Aboriginal Shire Council	
Project Name:	Approved Contractors List	
Scope:	The provision of qualified and experience Suppliers for Council's Approved Contractor List	
Proposed timetable:	**Action**	**Proposed Date**
	Issue of EOI Documents	11 November 2026
	EOI Close Date	7 December 2026
	EOI Assessment Completed	11 December 2026
	Issue Letter of Confirmation	December 2026
Communication method:	☐ via email: tenders@kowanyama.qld.gov.au	
Evaluation criteria:	**Criteria**	**Weighting (%)**
	Pricing schedule	30
	Insurance & Qaulity Requirements	20
	Experience & Capcity Requirements	20
	Local Supplier*	30
EOI box:	EOI must be lodged directly to Council via email: tenders@kowanyama.qld.gov.au	
EOI format:	EOI's must consist of: • 1x complete copy of the response in a single PDF document; • 1x set of the Response Schedules in the format provided by the Principal File names must include the contract number and a brief description of the document	
Page limit:	No limit	
EOI validity period:	90 calendar days from the Tender Closing Time	
Procurement administrator:	Procurement Team tenders@kowanyama.qld.gov.au	
Principal complaints Manager:	Name: Danae Maltby, Governance Officer Contact: 07 4040 4500 Email: governance@kowanayama.qld.gov.au	

***Local Supplier** *means a supplier which is beneficially owned by persons who are residents in the Local Government Area of Council or has its principal place of business within the Local Government Area of Council.*

3. Specifications

Kowanyama Aboriginal Shire Council (Council) is seeking Suppliers across various trade and professional services for inclusion on Council's Approved Contractor List for a period of two (2) years.

3.1. Establishing an Approved Contractors List facilitates Council's procurement of goods and/or services that have a medium to high value in total over the course of a financial year or longer. The List assists in ensuring compliance with Council's obligations under the *LGA* and Regulations.

3.2. This Approved Contractors List ensures Council has rapid access to quality labour, trade and associated services, professional consultants in a timely manner. It will also make it easier for businesses and Council to do business, reducing duplication of effort and evaluation processes. Contractors for this List will be selected based on compliance with all requirements outlined in the Expression of Interest documentation, and selection of a Contractor or Contractors to perform available work will be based on a value for money assessment and availability for urgent works where applicable.

3.3. After the Closing Time, the Council may prepare a short list from the persons who responded to the Expression of Interest to be included on the Approved Contractor List.

3.4. The issue of the EOI does not commit the Council to:

- preparing a short list from the persons who responded to the EOI; or
- including any Contractor or organisation on the short list.

3.5. Contractors accepted onto the List must carry out the Services outlined in the documents in accordance with all relevant Australian Standards and Statutory requirements.

3.6. Pre-qualification is not to be considered a guarantee to receive work. Pre-qualification only determines a contractor's eligibility to receive invitations to submit a price for any available work. Council will make a value for money assessment for each package of work.

3.7. Contractors evaluated and selected on the Approved Contractor List are deemed to have read and are able to comply with all the documents that constitute the EOI process. Successful Contractors will be bound by the General Conditions of Contract.

3.8. Local Supplier Preference

In accordance with section 104(3)(c) of the Act, Council wishes to pursue the principle and objectives of enhancing the capabilities of local business and industry, and supporting the local economy, as part of the process of making its purchasing decisions.

For this purpose, Council considers the capabilities of local business industry to supply Council, where the nature of the contract permits.

Awarding contracts in favour of local business will be based on the following criteria:

- The quality of the goods or services to be performed is to a high standard.

Where the above criteria are met, the following areas may also be considered when evaluating offers;

- Creation of local employment opportunities;
- More readily available servicing support;
- More convenient communications for contract management;
- Economic growth within the local area;
- Benefit to Council of associated local commercial transaction.

3.9. **Note to Existing Local Buy Prequalified Suppliers**

Suppliers that are currently on a Local Buy Prequalified Supplier List for the services they intend to apply for on the Approved Contractors List, do not need to apply for this EOI.

Council can engage you using the Local Buy Prequalified Supplier Arrangement.

3.10. **Note to Existing Council Approved Contractors**

Suppliers already approved on the Council's Approved Contractor List do not need to reapply unless they are seeking approval for additional categories or wish to vary their current approved pricing.

3.11. Services

Council is seeking suppliers to join its Approved Contractor List for the following services:

Parent category	First subcategory
Trades and Associated Services	Asbestos Removal Class A
Trades and Associated Services	Asbestos Removal Class B
Trades and Associated Services	Block Laying
Trades and Associated Services	Building and Construction
Trades and Associated Services	Cabinet marker
Trades and Associated Services	Carpenter
Trades and Associated Services	Concreter
Trades and Associated Services	Demolition
Trades and Associated Services	Fencing
Trades and Associated Services	Floor laying
Trades and Associated Services	Gas fitter
Trades and Associated Services	Plumber / irrigation
Trades and Associated Services	Lock smith
Trades and Associated Services	Painter
Trades and Associated Services	Plasterer
Trades and Associated Services	Roofer
Trades and Associated Services	Tiler
Trades and Associated Services	Electrical works
Trades and Associated Services	Cleaning services
Trades and Associated Services	Lawn mowing
Trades and Associated Services	Pest control
Trades and Associated Services	Removalist
Trades and Associated Services	Tree lopping / arborist
Trades and Associated Services	Waste removalist
Trades and Associated Services	Water cart / pressure
Trades and Associated Services	Traffic control
Trades and Associated Services	Automotive detailing
Professional Services	Accommodation
Professional Services	Car Hire
Professional Services	Security Services
Professional Services	Cultural Monitoring
Professional Services	Catering
Professional Services	Veterinary services
Professional services	Architects & Designers
Professional services	Media and graphic design

Professional services	Engineering Civil
Professional services	Engineering general
Professional services	Engineering, Water, Sewerage and Waste
Professional services	Financial services
Professional services	Human Resources
Professional services	IT Management
Professional services	Legal Services
Professional services	Project Management
Professional service	Town planning and Surveying

3.12. Scope of work

Below represents examples of scope of works, but is not limited to:

Service	Scope of works (description)
Builder	A general building work contractor who can put your whole project together. The builder will assume complete responsibility for the work contracted in a remote community environment
Block Layers	To deliver block laying works on residential housing, large community infrastructure and other works as required from to time.
Carpenters/ Cabinet Makers/ Joiners	1. To provide and install kitchens, vanities, and wardrobes to housing stocks in Kowanyama. 2. Carry out general building repairs including easing and adjusting joinery, repairs to steps, handrails, verandas etc. 3. Supply and fit fixtures and fittings such as soap dispensers, toilet roll holders, towel rails, doorstops, curtain rod holders etc. 4. Repair or supply and fit various door and window locks, screen doors and windows. 5. Carry out repairs to property facilities including bathrooms, kitchens laundries etc. 6. Internal or external wall cladding as required. 7. Internal/external doors and windows 8. Clothes hoist, fencing etc 9. Weathered or rotten timber members as required including building elements such as fascia, soffits, internal and external linings, etc.
Fencing Contractors	Installation of appropriate fencing materials for the relevant structure to be secured. A knowledge and capacity to use all fencing materials to provide safe and approved fencing works for the Kowanyama community
Floor Laying	Installation of floor covering (including vinyl flooring) to properties including all preparation and installation.
Plumbers/Irrigation Plumbing/Gas fitter	1. Clean debris from roof, gutters and downpipes; 2. External and internal hot and cold water services; 3. Re-washer and reseating of all types of taps; 4. All types of sanitary pipe works; 5. Unblocking and cleaning sanitary and stormwater pipe work; 6. Water pressure pump systems; 7. Rain water tanks; 8. Corrugated and colour bond metal roofing; 9. All types of gutters, down pipes and flashings;

	10. Gas Fitter a. Install, maintain and repair gas appliances and piping 11. Irrigation Plumbing b. Design, install, maintain and repair services c. Residential and commercial 12. Compliance with plumbing industry council requirements for the submission of Form 4A's; 13. All internal plumbing including: a. WC and cisterns; b. Vanity, hand and wash basins; c. Bath and showers d. Kitchen sinks e. Laundry tubs and cleaner sinks f. Hot water systems internal and external.
Roofers	1. Corrugated and colour bond metal roofing; 2. All types of gutters, down pipes and flashings;
Concreters	Installation and repairs of concrete slabs, driveways, paths, or walls.
Tilers	Installation of tiles into all properties, including preparation, grouting and clean up
Electricians	1. Switchboards and associated faults; 2. Power distribution equipment (excluding owned by the power service provider eg Ergon. 3. Lighting, power outlets and fans; 4. Hot water systems; 5. Electrical equipment/appliances, including electric hot water systems, electric water pumps, but excluding audio/visual equipment and tenant owned property; 6. Smoke alarms; 7. Television aerials, co-axial cables and outlets; 8. Electric motors; 9. Electric ranges and stovettes.
Painting	1. Preparation of surfaces as per standard of Workmanship Materials Finishes required in Building and Asset Services Standard Painting Specifications. 2. Painting of the following surfaces as per standard of Workmanship Materials Finishes in Building and Asset Services Standard Painting Specifications. 3. Internal one coat painting of previously painted surfaces of any surface material. 4. Internal two coats painting of previously painted surfaced material 5. Internal three coats complete paint system for new or bare surfaces. 6. External one coat painting of previously painted surfaces of any surface type 7. External two coats painting of previously painted surfaces of any surface type 8. External three coasts complete paint system for new or bare surfaces 9. External paving painting 10. Application of epoxy finishes

Tree Loppers / Arborists	Trim trees and shrubs away from pathways, roof gutters and fence lines and remove tree debris;
Lawn Mowing	Mowing and tidy yard and remove grass clippings Line trimming including fence lines, edges or paths and driveways; Weed and tidy garden beds; Filling holes and depressions in the yard with suitable fill; Sweep all dust and debris from all pathways, entrances, driveways etc.
Cleaning Services	Washing down all painted surfaces but not limited to ceilings, walls, inclusive of exposed timber, concrete or masonry surfaces; Sweep/Wash/mop all floor surfaces including tiles, vinyl, or concrete surfaces; Clean external and internal areas of cupboards, robes, and storerooms;
Mural and Painting Artists	Local artists for commissioned art pieces – including murals and paintings
Smoke Alarm Installation	Installation of smoke alarms meeting building code requirements, legislation and Australian standards. Removal and disposal of replaced or redundant alarms
Fire Equipment & Maintenance	Equipment maintenance of fire hose reels, pressure testing of extinguishes, compliance testing, recharging of extinguishes
Waste Removal	Remove and dispose of refuse including car bodies, car parts and other abandoned goods;
Pest Control	Pest control services for buildings
Water cart / pressure cleaning	Residential exterior cleaning, driveway & pavements, vehicle cleaning, surface preparation, graffiti removal
Traffic control	Traffic flow management, traffic control set up, safety and quality assurance management, equipment maintenance and emergency response.
Automotive detailing	Interior and exterior in-depth cleaning, restoration and protection, including washing, vacuuming, waxing, steaming and polishing.
Security services	Security guards, technical surveillance (CCTV), access control, risk management, patrol services, security consultation
Cultural monitoring	Preservation of knowledge and culture, supporting cultural centre facilities and community development.
Accommodation	Accommodation providers / facilities such as hotel, hostel, cabins etc
Air Conditioning & Refrigeration Services	Installation & Maintenance of Air conditioning and refrigeration systems for Council facilities.
Catering	Private parties, functions and events, corporate events
Removalist	Provide removal services including packing, transporting, and unpacking. Storage service may also be required.
CCTV and Air Bridge Installation	Installation and Maintenance activities for CCTV and Air bridge applications
Vehicle and building signage	Printing and preparation of signage for application to Vehicles and buildings, Installation of signage on vehicle and buildings
Engineering Consultant – Civil	provide expert advice on the design, planning and management of civil construction projects, covering all types of residential and commercial construction, particularly in public infrastructure projects.

Engineering Consultant – Water, Sewerage & Waste	Provide expert advice on design, planning and management of Water, Sewerage or Waste projects covering all aspects of Council's water, sewerage, or waste infrastructure.
Engineering Consultant – General	Provide expert advice on design, planning and management for Council's infrastructure or works projects.
Financial Services	Provide financial advice to Council regarding, financial or tax requirements.
Project Management	Provide project management services to assist Council in management of capital works projects across infrastructure and building projects.
Media and Graphic Design	Content writing for biannual newsletter, including photography, interviews, plus design of newsletter and coordination of printing. Preparation of corporate publications for Council.
Architects and Designers	Architects with experience in cost effective design for tropical locations.
Legal Services	Provide Council with Legal advice on various disciplines including Building on Construction law, Employment Law, Town Planning and Property Law, Local Laws etc.
Human & Organisation Change Services	Provide advice and guidance on human resources and organisational change aspects for Council.
Town Planning, Including Development Applications Management	Provide town planning services include development applications management
Engineering Consultant – Water, Sewerage & Waste	Provide expert advice on design, planning and management of Water, Sewerage or Waste projects covering all aspects of Council's water, sewerage, or waste infrastructure.

Part B: Conditions of Tendering

Conditions of tendering

1. BACKGROUND

1.1 (**Invitation to tender**) The Principal invites tenders from suitably qualified contractors for the provision of the work, services and/or goods detailed in the Scope.

1.2 (**Proposed Timetable**) The Principal proposes to adopt the process and timing identified in the Proposed Timetable but may change these in accordance with paragraph 5.1(b).

1.3 (**Acceptance of terms**) By submitting a tender, the tenderer will be taken to have accepted and be bound by these conditions of tendering.

1.4 (**Interpretation**) Unless otherwise separately defined in these conditions of tendering, capitalised terms used in these conditions of tendering have the meanings given in the Tender Information. References to time are to local time in Queensland.

2. COMMUNICATIONS

2.1 (**Communication Method)** Subject to clause 2.5, all communications by the Procurement Administrator to the tenderer or by the tenderer to the Procurement Administrator regarding this tender shall be conducted at first instance using the Communication Method. Where the Communication Method is email, the Procurement Administrator shall direct communications to the email address notified by the tenderer to the Procurement Administrator.

2.2 (**Tenderer's responsibility**) The tenderer must ensure that it is capable of receiving and does receive all communications to the tenderer in connection with the request for tender process.

2.3 (**Communication Closing Time**) The Principal will not respond to any communication received after the Communication Closing Time. In the event of technical difficulties only, the tenderer may contact the Procurement Administrator directly.

2.4 (**No reliance**) The tenderer must not rely on any information which is communicated by a means other than that described in paragraph 2.1 unless and until it is communicated in writing in accordance with paragraph 2.1.

2.5 (**Complaints**) Complaints in relation to this process should be directed to the Principal's Complaints Manager.

3. TENDER BRIEFING AND SITE INSPECTION

3.1 (**Tender briefing and site inspection**) The tenderer must attend any tender briefings and site inspection that is identified in the Tender Information as mandatory. The tenderer must confirm that it intends to attend a tender briefing or site inspection to the email address and by the time and date stated in the Tender Information.

3.2 (**No reliance**) The tenderer must not rely on any verbal statements made during a tender briefing or site inspection unless those statements are confirmed in writing by the Procurement Administrator.

4. LODGEMENT OF TENDER

4.1 (**Method of lodgement**) A tender 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;

(c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Procurement Administrator may, on request by the tenderer, allow a tender to be lodged by an alternative method.

4.2 (**Time of Lodgement**) A document forming part of a tender 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 tenderer;

(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

(d) where the tender is lodged by an alternative method allowed by the Procurement Administrator, when it is received by the Procurement Administrator by that method.

4.3 (**Tender opening**) Tenders will not be opened publicly and the tenderer will not be permitted to attend the opening of tenders.

4.4 (**Tender format**) A tender must be lodged in the Tender Format.

4.5 (**Tender Validity Period**) A tender must remain valid and open for acceptance for the Tender Validity Period.

4.6 (**Conforming tender**) A tender is a conforming tender if, in the opinion of the Principal, it:

(a) is substantially in the form of and contains substantially all information and documentation required by, the response schedules included in Part 6 – Response Schedule;

(b) is substantially in accordance with the Tender Format;

(c) does not substantially exceed the Page Limit (if any); and

(d) contains no significant alternatives, qualifications or amendments to or departures from the Scope or the form of contract contained or referenced in Part 4 – Contract ('the Contract').

4.7 (**Non-conforming tender**) A tender which does not comply with the requirements of paragraph 4.6 is a non-conforming tender ('Non-conforming Tender').

4.8 (**Alternative tender**) A tender which, in the opinion of the Principal contains significant alternatives, qualifications or amendments to or departures from the requirements of the Scope or the Contract but otherwise complies with paragraph 4.6 is an alternative tender ('Alternative Tender').

4.9 (**Late tender**) A tender which is not received in the Tender Box by the Tender Closing Time is a late tender ('Late Tender').

5. CONDUCT OF PROCESS

5.1 (**General**) The Principal:

(a) (**conduct of process**) may conduct the request for tender process in any manner which it sees fit, but will endeavour to do so in a manner which is consistent with this request for tender and the sound contracting principles in section 104 of the *Local Government Act 2009* (Qld) ('sound contracting principles'); and

(b) (**no representation or undertaking**) makes no representations and provides no undertakings other than to invite the submission of tenders.

5.2 (**Specific rights**) Without limiting clause 5.1, the Principal may do anything which it considers to be prudent or necessary for the proper conduct of the request for tender process at its absolute discretion, without reference to the tenderer and without providing reasons, including, without limitation:

(a) (**alteration of request for tender documents**) amend, add to or delete any part of this request for tender including:

(i) the procedures and timeframes provided in the request for tender;

(ii) the evaluation criteria (including weightings); and/or

(iii) any document issued by or on behalf of the Principal in connection with the request for tender, including the scope and the Contract;

(b) (**suspension or termination**) suspend or terminate the request for tender process;

(c) (**attendances**) request any one or more tenderers to attend a tender briefing, site inspection or other meeting or to make a presentation of their tender in person at the Principal's office at no cost to the Principal;

(d) (**change or error in request for tender documents**) request any one or more tenderers to change their tender to take account of a change in the scope or other document issued in connection with this request for tender or any error in such documents;

(e) (**clarification or alteration**) request any one or more tenderers to clarify or alter any aspect of the tenderer's tender;

(f) (**additional information)** request additional information from one or more tenderers relating to a tender, the request for tender process, the tenderer's compliance with the conditions of tendering or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the tenderer's tender);

(g) (**investigations**) undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a tender or any other matter which it considers relevant to the conduct of the request for tender process;

(h) (**negotiation**) negotiate amendments to any aspect of a tender with any one or more tenderers and suspend or terminate such negotiations at any time.

6. PRINCIPAL'S LIABILITY

6.1 Neither the Principal nor any of its officers, employees, agents, contractors, consultants, agents, representatives (including elected representatives) or other persons for whom it is vicariously liable shall under any circumstances, whether in tort (including for negligence), contract (including for breach of an express or implied term), statute, equity or otherwise at law be liable to the tenderer for any special, indirect or consequential loss, damage, cost or expense in connection with this request for tender process (including, without limitation, loss of or loss of anticipated profit, income, opportunity or contract).

7. TENDERER'S WARRANTIES AND REPRESENTATIONS

7.1 By submitting a tender, the tenderer warrants and represents that:

(a) (**reliance**) the tenderer:

(i) has received or obtained copies of all of the documents referred to in this request for tender;

(ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided by or on behalf of the Principal in connection with this request for tender in preparing its tender and has notified the Principal of any ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from any document supplied by or on behalf of the Principal in connection with the request for tender on which the tenderer intends to rely;

(iii) has undertaken its own enquiries and investigations to satisfy itself of:

A. 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 which it will have under the Contract if its tender is accepted for its tendered price; and

B. the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful tenderer 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) (**accuracy of tender**) all information provided in or with the tender is accurate;

(c) (**ability**) the tenderer and to the extent relevant to them, the tenderer's officers, employees, agents, subcontractors, consultants, representatives, and other persons who will carry out an obligation of the tenderer under the Contract in the event that the tenderer's tender is accepted:

(i) hold (and are compliant with all requirements of) all necessary competencies, licences, accreditations, certifications, permits, clearances and other authorisations which will be required; and

(ii) have and will maintain the necessary experience, expertise, and skill,

to perform the obligations that the Tenderer will have under the Contract if the tenderer's tender is accepted, in accordance with the requirements of the Contract;

(d) (**price**) the tendered price (along with any rates, sums and prices included in the tender) allows for:

(i) all of the risks, contingencies and other circumstances which could have an effect on the tenderer's ability to carry out and complete the obligations which it will have under the

Contract if its tender is accepted, 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 tender 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;

(e) (**conduct of tenderer**) neither the tenderer nor any of its officers, employees, agents, subcontractors, consultants, representatives or other persons for whom it is vicariously liable has:

(i) engaged in misleading or deceptive conduct in connection with the request for tender process;

(ii) engaged in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other tenderer, or any other person in connection with the request for tender process;

(iii) attempted to improperly influence any of the Principal's officers, employees, agents, contractors, consultants or representatives (including elected representatives) or violated any applicable law regarding the offering of inducements in connection with the request for tender process;

(iv) accepted or invited improper assistance of any current or former officer, employee, agent, contractor, consultant or representative (including an elected representative) of the Principal, in preparing the tenderer's tender;

(v) used any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the tender;

(vi) breached any law in connection with the request for tender process;

(vii) engaged in any aggressive, threatening, abusive, offensive, or other inappropriate behavior in connection with the request for tender process; or

(viii) engaged in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld).

(f) (**Intellectual Property Rights**) the exercise by the Principal of any right provided in these conditions of tendering will not infringe the Intellectual Property Rights of a third party in connection with the Tenderer's Tender;

(g) (**conflicts of interest**) the tenderer has disclosed in its tender any conflict of interest (whether actual, potential or perceived) arising or which is likely to arise as a result of this request for tender process or the performance of the obligations which it will have under the Contract if its tender is accepted; and

(h) (**competitive neutrality**) if the tenderer is required by law to comply with principles of competitive neutrality, the tenderer has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Request for tender process and the acceptance by the Principal of the tenderer's tender will not breach those principles.

8. ASSESSMENT OF TENDER

8.1 (**Criteria**) The Evaluation Criteria will be considered but not necessarily exclusively in assessing tenders.

8.2 (**Considerations**) In assessing tenders, 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 tender, any amendment to or clarification of a tender or provided at a meeting with or presentation by the tenderer;

(b) information obtained from the tenderer's referees (if any);

(c) information obtained pursuant to clause 5.2(g);

(d) the tenderer's past performance under other contracts with the Principal or third parties; and

(e) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate tenders or any advisor to such persons.

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

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

(a) a Non-conforming Tender, an Alternative Tender or a Late Tender;

(b) a tender, in respect of which the Principal reasonably believes that:

(i) the tenderer has failed to comply with these conditions of tendering or any request made by or on behalf of the Principal pursuant to them within the time required;

(ii) the tenderer has breached a warranty given or representation made pursuant to these conditions of tendering or that a warranty or declaration given or representation made in the tenderer's tender was false or misleading any material respect;

(iii) the tenderer cannot comply with the obligations which it will have under the Contract if its tender is successful for the tendered price;

(c) a tender which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the tender is satisfactory.

8.5 **(Local preference)** The Principal may accept a tender lodged by a Local Supplier in preference to comparable tenders from Non-Local Suppliers even if the tenders from the Non-Local Suppliers have been assessed as more favourable in terms of one or more 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 acceptably high standard which is generally comparable to that of the Non-Local Suppliers. In this clause:

(a) Local Supplier has the same meaning as in the Principal's published procurement policy or where the Principal does not publish such a policy, or the policy does not contain a definition of 'local supplier', means a supplier that:

(i) is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal has determined under the *Local Government Regulation 2012* (Qld); or

(ii) has its principal place of business within that local government area; or

(iii) 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; and

(b) Non – Local Supplier means a supplier that is not a Local Supplier.

9. ACCEPTANCE OF TENDER

9.1 (**No obligation**) The Principal is not bound to accept the tender with the lowest price, or the tender with the highest score against the Evaluation Criteria, or any tender but will, if it accepts a tender, accept the tender which is most advantageous to the Principal having regard to the sound contracting principles, to the extent that they are applicable and relevant to the request for tender process.

9.2 (**Form of acceptance**) A tender will not be taken to be accepted, and no contract for the provision of any work, services and/or goods will exist, unless and until the successful tenderer receives written confirmation of the acceptance from the Principal.

9.3 (**Form of Contract**) If a tender is accepted, the tenderer will be required to enter into a contract with the Principal in the form contained in Part 4 – Contract as amended, if at all, by agreement between the parties. The contract will not include any alternative terms, conditions or qualifications which the tenderer submits with a tender unless specifically and expressly accepted in writing by the Principal.

9.4 (**Unsuccessful tenderers**) Unsuccessful tenderers will be notified after a tender has been accepted. The Principal may provide feedback to unsuccessful tenderers if requested to do so, but such feedback, if given, may be general in nature and limited to the tenderer's tender only.

10. DOCUMENTS AND INFORMATION

10.1 (**Ownership of tender**) The tender will become the property of the Principal upon submission.

10.2 (**Intellectual Property Rights**) All rights of intellectual property, including copyright, in documents and information provided on behalf of a party in connection with this request for tender remain, as between the parties, with the party on whose behalf they were provided. The tenderer grants to the Principal irrevocable, perpetual, non-exclusive, royalty free licence to exercise the rights provided to it in clause 10.5 and the Principal grants the tenderer a revocable, non-exclusive, royalty free licence to exercise the rights provided to it in clause 10.5.

10.3 (**Information Privacy Act**) If the tenderer collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the request for tender process, the tenderer must comply with Parts 1 and 3 of Chapter 2 of that Act in as if the tenderer was the Principal.

10.4 (**Confidentiality**) Subject to clause 10.5, each party shall keep confidential the documents and information provided by the other party in connection with this request for tender which are of their nature confidential.

10.5 (**Use of documents and information**) Documents and information provided on behalf of a party to the other party in connection with this request for tender (including, if the tenderer's tender is accepted, information relating to the tenderer's price) 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 properly conduct the request for tender process and/or to properly carry out its functions as a local government authority;

(b) by the tenderer, as is reasonably necessary to enable the tenderer to:

(i) prepare the tender;

(ii) obtain legal, accounting, or other professional advice; or

(iii) comply with the tenderer's corporate governance requirements.

9.6. (**Media**) The tenderer 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 request for tender process in any media without the prior approval of the Principal

Part C: General Conditions of Contract

General Conditions of Contract

1. General

a) The entire agreement between the parties is comprised of the Conditions of Tenders, Tender, Purchase Order, these General Conditions of Contract, and any other documents expressly referred to in the Purchase Order **(Agreement).** If there are inconsistencies or ambiguities between documents comprising the Agreement, Council will direct the Supplier as to the interpretation and the Supplier must comply with the direction and will not be entitled to Claim as a result of the direction. For the avoidance of doubt, if the Supplier has been engaged by Council under a standing offer arrangement or a panel agreement (as applicable), the terms of that standing offer arrangement or panel agreement will apply to the extent of any inconsistency.

b) The Supplier is deemed to have accepted the terms of this Agreement (and the Agreement shall be binding) when both of the following have occurred:

i. the Supplier has received Council's written or verbal confirmation to perform the Supply; and

ii. the Supplier has received a Purchase Order from Council,

iii. and the Supplier irrevocably accepts that only the documents set out in clause 1(a) shall form part of the Agreement (unless there are any Variations making alterations to those documents).

c) The parties agree that the terms and conditions of the Agreement supersedes any previous negotiations and apply notwithstanding and to the exclusion of any subsequent terms and conditions issued by the Supplier (including without limitation on any order confirmation or similar document).

2. Warranties

a) The Supplier represents and warrants to Council that it has:

i. carefully examined and acquired actual knowledge of the contents of information made available by Council.

ii. made investigations and assessments of the work, risks, contingencies, and circumstances involved in performing the Supply and it has reviewed all information Council has made available and is otherwise obtainable by reasonable enquiries, in relation to the Supply.

iii. satisfied itself that the Price covers the cost of complying with all obligations under the Agreement; and

iv. the necessary authority and power to enter into the Agreement and to perform the obligations under it.

b) The Supplier warrants to Council that the Supply will:

i. match the description of the Supply ordered by Council and comply with any scoping documentation or specifications supplied by Council.

ii. comply with any applicable laws, regulations, licences, permits, approvals, and Australian Standards; and

iii. be fit for the purpose(s) described in the Agreement or which Council has otherwise made known to the Supplier, or in the absence of such expressed purpose, be fit for the purposes for which goods or services of the same kind as the Goods or Services are commonly procured.

c) Any review, comment, approval, or non-approval by Council of the Supply, including without limitation any documents provided by the Supplier, does not relieve the Supplier of its obligations or liabilities under the Agreement.

3. Goods

a) The Supplier warrants that any Goods supplied will:

i. correspond with any sample the Supplier provided to, or showed to, Council prior to or after a Purchase Order is issued by Council;

ii. unless agreed otherwise, be new, of merchantable quality and free from defects in materials and workmanship; and

iii. be free from liens, charges, and encumbrances of any kind and that the Supplier is able to pass good title to the Goods.

b) Delivery of the Goods will have occurred only when the Supplier has:

i. delivered the Goods to the Site in accordance with the Agreement and (unless otherwise agreed) unloaded the Goods at the part of the Site designated by Council;

ii. received a delivery receipt or other written acknowledgment email from Council's Personnel for the Goods delivered; and

iii. provided all installation instructions, maintenance and operating manuals, engineering data, spare parts lists, and other information as reasonably required for the installation, operation, and maintenance of the Goods, as applicable.

c) The Supplier must properly pack and protect any Goods to ensure they are not damaged during delivery, unloading and storage.

d) Risk in the Goods only passes to Council upon delivery of the Goods in accordance with clause 3(b) subject to risk passing back to the Supplier for any period when the Goods are made available by Council for the purposes of clauses 5(b)(iii) and 5(b)(v).

e) Unencumbered title to the Goods passes to Council on payment or delivery (whichever occurs first).

f) Neither the Sale of Goods Act 1986 (Qld) (or similar legislation in any other jurisdictions) nor any international conventions or recognised customs in relation to similar rules that may otherwise apply in respect to the international sale of goods, have any application to any matter in connection with the Agreement.

4. Service

The Supplier warrants that any Services provided will be performed:

a) with skill, due care, and diligence and by appropriately qualified, licenced, skilled and trained Personnel;

b) in an efficient, professional, and cost-effective manner; and

c) using materials and equipment which (unless expressly stated otherwise) comply with the requirements of this Agreement and are new, of merchantable quality and fit for the purpose for which they are used.

5. Defects

a) The Supplier must, at its cost, rectify any Defect while carrying out the Supply and during any applicable Defects Liability Period.

b) Without limiting clause 5(a), Council may direct the Supplier to, at the Supplier's cost and risk, do any one or more of the following as determined by Council in its absolute discretion:

   i. take such steps as are necessary to ensure that the Goods or Services comply with the Agreement;

   ii. refund to Council any payments made by Council in respect of the Defective Goods or Defective Services;

   iii. re-take possession of any Defective Goods and refund the Price for the Defective Goods to Council;

   iv. collect and deliver replacements of any Defective Goods, or repair any Defective Goods; or

   v. re-perform any Defective Services.

c) If any Defect is not rectified within 5 Business Days of a direction by Council, Council may itself or by others, rectify the Defect and the cost of remedying the Defect will become a debt due and payable to Council from the Supplier.

d) Any repaired or replaced Goods provided by the Supplier or any re- performed Services are subject to the same warranties as the original Goods or Services, from the date of repair, replacement or re- performance and the Defects Liability Period will recommence from such date.

e) Any loss or damage that Council has incurred as a result of any Defect will be a debt due and payable to Council.

6. Completion

a) The Supplier must:

   i. deliver the Goods by the Completion Date; and/or

   ii. complete the Services by the Completion Date and carry out the Supply expeditiously and without delay.

b) If the Supplier believes that anything may delay the progress of the Supply, the Supplier must notify Council with details of the estimated extent of the delay and the cause.

c) Subject to clauses 6(d) and 6(e), the Supplier will only be entitled to an extension of time to the Completion Date where:

   i. the Supply is delayed by an act, default or omission of Council or its Personnel in Council's capacity as a party to the Agreement which prevents the Supplier completing the Supply by the Completion Date **(Qualifying Cause);**

   ii. the Supply is not concurrently delayed (in whole or to the extent of any part) by a cause other than a Qualifying Cause; and

   iii. within 5 Business Days after commencement of the Qualifying Cause, the Supplier gives notice to Council setting out the Qualifying Cause, the delayed activities, and the extension of time to the Completion Date claimed.

d) Provided the requirements of clause 6(c) are satisfied, Council will determine the period of delay caused by the Qualifying Cause and extend the Completion Date by that period. If the Supplier does not make a Claim for an extension of time within the time or in the form specified in clause 6(c), the Supplier is not entitled to an extension of time for any delay and shall have no Claim.

e) Council may (at any time in its sole and unfettered discretion (without obligation)) for any reason it thinks fit, extend the Completion Date. This right is solely for Council's benefit and may be exercised in its absolute discretion including if the Supplier has not requested an extension of time.

7. Site matters

a) Entry to the Site by the Supplier and its Personnel is at their own risk. To the extent permitted by law, Council will not be responsible for any loss of or damage to property or for any personal injury or death to persons while on the Site.

b) When accessing the Site, the Supplier must comply with all policies and procedures relating to the Site.

c) If the Supply constitutes 'building work' for the purposes of the Queensland Building and Construction Commission Act 1991 (Qld) **(QBCC Act),** the Supplier must supervise and manage the performance of the Supply (including any building work performed by subcontractors) personally or by a competent representative and must otherwise comply with the requirements in sections 43 and 43A of the QBCC Act.

d) Council may direct the Supplier to have removed from the Site or any activity in respect to the Supply, any of the Supplier's Personnel engaged in the Supply who, in Council's opinion, is incompetent, guilty of misconduct or for any other reason notified to the Supplier.

e) The Supplier must coordinate the Supply on the Site with activities of Council, Council's Personnel and any other contractors or consultants and has no entitlement to any Claim for doing so or for any impact or interference caused to the Supplier.

f) The Supplier must avoid disruptions or inconvenience to the usual and safe operations of the Site and the users of the Site, except to the extent expressly permitted by the Agreement.

g) The Supplier must take all necessary steps to prevent damage to property on or near the Site, avoid unnecessary interference with the passage of people and vehicles on or near the Site and prevent nuisance, unreasonable noise, and disturbance on or near the Site. If any damage is caused by the Supplier or its Personnel, the Supplier must, at its own cost, remedy the damage to Council's satisfaction.

8. Work Health and Safety

a) Without limiting any other clause, the Supplier must:

i. carry out the Supply in a safe manner;

ii. comply with, and do all things necessary to enable Council to comply with, all laws relating to workplace health and safety (WHS);

iii. comply with lawful directions issued by persons with control of the Site pursuant to any laws relating to WHS;

iv. have documented safe work practices and procedures for the Supply;

v. provide its Personnel with personal protective equipment, inductions, information, instruction, training and supervision to ensure their health and safety;

vi. provide, when requested by Council, evidence of its compliance with any laws relating to WHS; and

vii. immediately notify Council of accidents involving its Personnel.

b) If urgent action is necessary to protect the Supply, property or people, and the Supplier fails to take the action, Council may take such action and the costs incurred in performing those actions will be a debt due and payable to Council from the Supplier.

9. Statutory declaration

The Supplier agrees that:

a) any time, Council may request the Supplier to provide a signed statutory declaration (in a form and containing such detail as reasonably required by Council) from a current director of the Supplier confirming that the Supplier is solvent and not subject to any event set out in clause 15(b)(i); and

b) the Supplier must provide Council with such completed and signed statutory declaration within 3 Business Days of such a request.

10. Variation

a) Council may direct the Supplier at any time to vary, amend, increase, decrease, omit, change the timing of (including to accelerate), or change the quality, character, or extent of the Supply (Variation). No Variation will invalidate the Agreement and the Supplier must comply with the Variation.

b) Council will determine the Price of each Variation by applying:

i. rate or prices agreed between the parties;

ii. rates or prices (if applicable) in the Agreement; or

iii. reasonable rates or prices.

c) Council will not be in breach of the Agreement if it reduces the quantity or scope of the Supply and engages a third party for that Supply or undertakes the Supply itself.

d) Within 3 Business Days of any request for a Variation, the Supplier must obtain written confirmation from Council before complying with the Variation. Compliance with this clause 10(d) is a condition precedent to any Claim and Council shall have no liability for any Claim in connection with the requested Variation to the extent the Supplier has failed to comply with this clause 10(d) (including without limitation any costs incurred prior to having obtained the written confirmation of Council).

11. Invoicing and payment

a) Council will, subject to the terms of the Agreement, pay the Supplier an amount not exceeding the Price. The Price is:

i. fixed and not subject to any adjustment whatsoever except to the extent expressly set out in the Agreement; and

ii. inclusive of all costs relating to the Supply, including labour, packaging, insurance, transport, delivery charges and taxes (other than GST).

b) Council is not required to make payment for a Supply unless supplied by the Supplier pursuant to a Purchase Order.

c) The Supplier may only invoice Council after the delivery of the Goods in accordance with clause 3(b) and/or the completion of the Services. Invoices must include the Purchase Order number, a detailed description of the Supply performed, the Price payable and any other information reasonably required by Council.

d) Subject to clauses 11(f) and 11(g), Council will pay the amount of the invoices issued by the Supplier under clause 11(c) within 30 days from the end of month in which the invoice is received, except where Council disputes the invoice, in which case:

i. Council will pay any undisputed part of the invoice; and

ii. if the resolution of the dispute determines that Council is to pay an amount to the Supplier, Council will pay that amount upon resolution of that dispute.

e) Council will respond to any 'payment claim' for the purposes of the SOPA (if applicable), within the maximum time permitted for issuing a 'payment schedule' under SOPA.

f) Council may reduce any payment due to the Supplier under the Agreement by any amount due to or claimed by Council from the Supplier. This does not limit Council's right to recover those amounts in other ways.

g) The Supplier must ensure all Claims for payment arising out of or in connection with the Agreement are issued to Council within 3 months after the date upon which the Supply is completed **(3 Month Period)**. Compliance with this clause 11(g) is a condition precedent to any Claim, and Council shall have, no liability for any Claim to the extent it is made after the 3 Month Period.

12. GST

a) Unless otherwise defined in this Agreement, capitalised terms in this clause have the meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

b) Unless stated otherwise, the consideration for a Supply made under or in connection with the Agreement does not include GST. If a Supply made under or in connection with the Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under the Agreement for that Supply and the Supplier must give the Recipient a Tax Invoice for the Supply.

c) If either party has a right under the Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with the Agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified.

13. Indemnity

The Supplier indemnifies Council from any Claims, actions, proceedings, costs, expenses, losses, and damages (including legal fees on an indemnity basis) incurred in connection with:

a) any loss of or damage to real or personal property caused by the Supplier or its Personnel;

b) personal injury or death caused by the Supplier or its Personnel;

c) a breach of any third party Intellectual Property Rights by the Supplier or its Personnel

d) a breach of any laws in connection with the Agreement by the Supplier or its Personnel; and

e) a breach of the Agreement by the Supplier or its Personnel.

14. Insurance

a) The Supplier must effect and maintain at its own cost:

i. public liability insurance for an amount no less than $20 million (except where a lesser amount is agreed with Council);

ii. workers' compensation insurance as required by law;

iii. third party comprehensive motor vehicle insurance;

iv. transit insurance;

v. insurance of the Goods forming part of the Supply (for their full value) until delivery of the Goods in accordance with clause 3(b); and

vi. if the Services ordered by Council include elements of professional services such as design work, hydrology assessments, environmental assessments, engineering services and other similar categories, the Supplier must obtain professional indemnity insurance with a limit of liability of not less than $10 million (except where a lesser amount is agreed with Council) covering the extent of the Services that is to be maintained until seven years after the Completion Date.

b) The Supplier must provide Council with evidence of such insurances whenever requested by Council.

15. Termination

a) Council may terminate the Agreement for any reason in Council's absolute discretion on 7 days' written notice to the Supplier.

b) Council may terminate the Agreement immediately or take out of the hands of the Supplier the whole or any part of the Services remaining to be completed if:

i. the Supplier becomes insolvent, commits an act of bankruptcy, enters into administration, appoints a liquidator, receiver, manager or controller, makes a statement or conducts itself in a manner from which it may reasonably be deduced that it is insolvent or is seeking to take advantage of the safe harbour against insolvent trading available under Division 3, Part 5.7B of the Corporations Act 2001 (Cth), stops or suspends (or threatens to stop or suspend) payment of all or a class of its debts, or anything analogous to these events;

ii. the Supplier commits a default or breach of the Agreement that Council considers, in its sole and unfettered discretion:
   A. has placed a person at an unacceptable risk of harm;
   B. property is at risk of damage;
   C. constitutes a major non-compliance with its safety or environmental management systems;
   D. has placed Council at an unacceptable risk of reputational damage;

III. the Supplier commits a default or breach of the Agreement and fails to remedy the default or breach within 5 Business Days of being directed in writing to do so by Council; or

IV. the Supplier commits a breach incapable of being remedied.

c) If Council exercises its rights under clause 15(a), the Supplier will only be entitled to its reasonable direct costs incurred up to the date of termination (capped at the Price) provided that Council receives unencumbered title to any Goods that are paid for in accordance with this clause 15(c). The Supplier will not be entitled to any loss of profit or other compensation.

d) If Council exercises its rights under clause 15(b), the Supplier will not be entitled to any Claim.

e) If Council terminates, or purports to terminate, the Agreement under clause 15(b) and it is subsequently held to be invalid, void or otherwise unenforceable then Council will be deemed to have terminated for convenience under clause 15(a) as at the same date and time as the original notice of termination. The Supplier's sole entitlement will be a payment (if any) under clause 15(c) and the Supplier waives any Claim it has, or would have had, but for this clause, arising out of or in connection with any termination, or purported termination, by Council under the Agreement or otherwise at law being subsequently held to be invalid, void or otherwise unenforceable.

16. Suspension

a) Council may at any time and for any reason direct the Supplier in writing to suspend the performance of all or any part of the Supply and the Supplier must immediately comply. The Supplier's only Claim arising out of a suspension under this clause will be for an extension of time under clause 6, except that the Supplier will have no entitlement to Claim if the suspension was caused or contributed to by the Supplier or its Personnel.

b) Council may at any time direct the Supplier to resume the performance of the Supply and the Supplier must promptly comply with such a direction at its cost.

17. Informality and intellectual property

a) The Supplier must not disclose to any person, or use for any purpose other than carrying out the Supply, the contents of the Agreement and any other document or information obtained by the Supplier in the course of or in connection with carrying out the Supply (Confidential Information):
   i. without the prior written consent of Council; or
   ii. unless required by law.

b) The Supplier must immediately notify Council if the Supplier becomes aware of any unauthorised disclosure or use of the Confidential Information and return any Confidential Information (including copies) on the written request of Council.

c) The Supplier agrees, unless Council expressly agrees otherwise, any information (whether documented or otherwise) supplied or made available to the Supplier by or on behalf of Council:
   i. is provided only for the Supplier's convenience;
   ii. has not been and will not be relied upon by the Supplier for any purpose (including entering into or performing its obligations under the Agreement); and
   iii. Council does not warrant, guarantee, or assume responsibility for such information (including its accuracy, completeness, or adequacy).

d) Council will not be liable to the Supplier in contract, tort, equity, under statute or otherwise arising from or in connection with the supplied information (including its inaccuracy or adequacy), the provision of the supplied information or the non-provision of any other information by Council.

e) The Supplier grants Council a transferable, irrevocable, royalty free licence, including the right to sub-licence, to use any material provided to Council in connection with the Agreement for use and enjoyment of the Supply, including (without limitation) any modification, repair or alteration of any Goods or Services.

f) The Supplier warrants that the Supply will not infringe any Intellectual Property Rights in Australia or any other country.

18. Personal Property Securities Act

a) If Council determines a 'security interest' as defined in the PPSA (Security Interest) arises under this Agreement, then the Supplier must do anything requested by Council (at the Supplier's cost) including executing documents, to ensure the Security Interest is registered, perfected and enforceable, including that through registration Council obtains the highest ranking priority possible for the Security Interest and the Supplier must assist Council to exercise any right in connection with a Security Interest.

b) To the extent permitted by law:

i. the Supplier waives any right it may have under the PPSA to receive anything from Council, including a notification that the Security Interest has been registered; and

ii. until title passes to Council in accordance with this Agreement, the Supplier agrees it will not do anything to prejudice any Security Interest in favour of Council, including that it will not permit a third party to register any Security Interest or obtain an interest in the Supply nor allow or permit anything to be installed in or affixed to Goods which are part of the Supply.

19. Quality assurance

a) Without limiting its other obligations under the Agreement, the Supplier must carry out the Supply in accordance with a quality assurance system which establishes the qualities and performance of the Supply including quality manuals, plans, management structures and other critical issues.

b) The Supplier must allow Council access to the Supplier's quality assurance system at all reasonable times for the purposes of quality monitoring and auditing.

c) The Supplier's implementation of, or compliance with, a quality assurance system does not relieve the Supplier of its obligations under this Agreement.

20. Dispute

a) If a dispute between the parties arises from or in connection with the Agreement, neither party may commence court proceedings concerning the dispute unless it has complied with this clause or seeks urgent injunctive or declaratory relief.

b) A party claiming a dispute must notify the other party of the dispute and specify the claim **(Dispute Notice).** A party served with a Dispute Notice may give a written response within 14 days of the receipt of the Dispute Notice **(Response).**

c) Within 28 days of service of a Dispute Notice, or within 14 days of the receipt of a Response, whichever is the earlier, the parties must confer to attempt to resolve the dispute. Each party must be represented by a person having authority to agree to a resolution of the dispute. If the dispute is not resolved under this clause 20(c) within 30 days, either party may commence litigation.

d) Each party must continue to perform its obligations under the Agreement despite the existence of a dispute.

21. No fetter

a) Despite anything in this Agreement to the contrary:

i. Council is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other government agency in the proper exercise and performance of any of its executive or statutory rights or duties; and

ii. nothing in this Agreement has the effect of constraining Council or placing any fetter on Council's discretion to exercise or not to exercise any of its executive or statutory rights or duties.

b) Subject to clause 21(c), the Supplier will not be entitled to make any Claim against Council relating to any exercise or failure of Council to exercise its executive or statutory rights or duties.

c) Clauses 21(a)(i) and 21(b) do not limit any liability which Council would have had to the Supplier under this Agreement as a result of a breach by Council of this Agreement but for these clauses.

22. General

a) The Agreement may only be amended by written agreement between all parties.

b) Reference to Council and the Supplier shall extend to their respective successors, administrators and permitted assigns.

c) The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership.

d) A right under the Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver. The failure of a party to require full or partial performance of a provision of the Agreement does not affect the right of that party to require performance subsequently.

e) The law of the State of Queensland will apply. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

f) A clause or part of a clause of the Agreement that is illegal or unenforceable may be severed and the remaining clauses or parts of the clause of the Agreement continue in force.

g) The Supplier must at its own expense obtain all requisite permits, approvals and licences and comply with all laws and regulations in connection with the Agreement.

h) The Supplier must keep Council fully informed in respect to the Supplier's performance of the Agreement.

i) The Supplier must at its own cost supply all labour, tools, equipment, and materials necessary for the Supply.

j) The Supplier must comply with all directions of Council.

k) Where the Supplier comprises more than one entity, each will be jointly, severally, and vicariously liable for the full performance of the Supplier's obligations under the Agreement.

l) Wherever the words 'include', 'included' or 'including' are used in this Agreement, those words will be interpreted in all cases as if they were proceeded by the further words 'but not limited to' or the appropriate grammatical derivative.

m) The Supplier must not assign or subcontract its rights or obligations under the Agreement without Council's prior written consent (and will be vicariously liable for the acts or omission of such subcontractors).

n) No provision of the Agreement is to be constructed against Council's interests because Council prepared the Agreement.

23. Definitions

In the Agreement:

Business Day means a day that is not:

a) a public holiday, special holiday or bank holiday in Gatton, Queensland.
b) Saturday or Sunday;
c) 24 December; or
d) 27 to 31 December (inclusive).

Claim means any claim, notice, demand, debt, account, lien, liability, action, proceedings or suit under, arising out of, or in any way in connection with the Agreement, the Supply or either party's conduct under the Agreement before or after it came into force, whether at law (including breach of contract) or in equity, by statute, in tort (including negligence), or otherwise including any claim, notice, demand, debt, account, lien, liability, action, proceeding or suit:

a) for the payment of money (including for loss or damages);
b) for an adjustment to the Price; or
c) for delay or disruption or other time based claim.

Completion Date means the completion date specified in the Purchase Order as indicated in the 'Date Required' field, or if no date is specified, the completion date advised by Council.

Council means Kowanyama Aboriginal Shire Council).

Defects Liability Period means the period stated in the Purchase Order which commences on the date the Supplier completes the Supply (as determined by Council acting reasonably) or, if there is no period stated, 12 months.

Defect or Defective means any part of the Goods and/or Services which does not comply strictly with the requirements of the Agreement or is otherwise unsatisfactory to Council.

Goods means goods ordered by Council as part of the Supply.

Industry Practice means:

a) that degree of care, skill, judgment, and foresight that would be expected of a skilled and experienced supplier regularly engaged in the business of supplying the goods and/or performing the services of the kind required by this Agreement; and;

b) compliance with all relevant industry standards and any standards of Standards Australia Ltd applicable to the Supply (except to the extent that the Agreement prescribes a contrary standard) and the best practices, methods, and procedures applicable in the industry to which the Supply relates.

Intellectual Property Rights means any patent, design (whether registered or not), trademark or name, copyright or other protected right.

Personnel means the employees, agents, contractors, suppliers and consultants of a party, but Council's Personnel does not include the Supplier or the Supplier's Personnel and the Supplier's Personnel does not include Council or Council's Personnel.

PPSA means (as applicable to the Agreement) the Personal Property Securities Act 2009 (Cth).

Price means the price or prices agreed between Council and the Supplier for the Supply as set out in the Purchase Order.

Purchase Order means the purchase order attached or otherwise provided by Council to the Supplier for the Supply.

Services means services specified in the Purchase Order or any Variation (if any).

Site means any site, location or place which is made available to the Supplier, by or on behalf of Council, in connection with the Supply (including any place for delivery of the Goods or performance of the Services).

SOPA means the Building Industry Fairness (Security of Payment) Act 2017

(Qld) and its regulations.

Supplier means the party stated in the Purchase Order who is responsible for carrying out and completing the Supply.

Supply means the supply of Goods and/or Services.

Part D: EOI Response

Please ensure you complete to all sections within the EOI Response. The EOI Response will be required to be submitted by Contractors in PDF format.

Please ensure you include attachments where stipulated and adhere to requirements (i.e., provide documents in PDF format, name documents appropriately).

Details

Please complete if a **COMPANY**

General Details	
Company or entity name:	
Trading name:	
Name of Trust: (if company entering into agreement as a trustee of a Trust)	
List of parent and/or subsidiary companies and year established:	
A.B.N and A.C.N:	**A.B.N:** **A.C.N**
Address:	
Contact Person:	
Contact Number:	
Email:	
Full name of directors:	
Authorised signatory: (Name and Position)	
Year in business under current structure:	
Other business in which Tenderer has financial interest:	
LOCAL SUPPLIER?	☐ Yes ☐ No

Please complete if a **PARTNERSHIP**

General Details	
Trading name:	
A.B.N:	
Address:	
Contact Person:	
Contact Number:	
Email:	
Full name of each partner:	
Authorised signatory: (Name and Position)	
Year in business under current structure:	
Other business in which Tenderer has financial interest:	
LOCAL SUPPLIER?	☐ Yes ☐ No

Please complete if an **INDIVIDUAL**

General Details	
Full name of Sole Trader:	
Trading Name:	
A.B.N:	
Address:	
Contact Person:	
Contact Number:	
Email:	
Authorised signatory: (Name and Position)	
Year in business under current structure:	
Other business in which Tenderer has financial interest:	
LOCAL SUPPLIER?	☐ Yes ☐ No

1. Selection criteria

1.1. Selection of Services

Tick the service categories you wish to apply for below:

TICK	Parent category	First subcategory
☐	Trades and Associated Services	Asbestos Removal Class A
☐	Trades and Associated Services	Asbestos Removal Class B
☐	Trades and Associated Services	Block Laying
☐	Trades and Associated Services	Builder
☐	Trades and Associated Services	Cabinet marker
☐	Trades and Associated Services	Carpenter
☐	Trades and Associated Services	Concreter
☐	Trades and Associated Services	Demolition
☐	Trades and Associated Services	Fencing
☐	Trades and Associated Services	Floor laying
☐	Trades and Associated Services	Gas fitter
☐	Trades and Associated Services	Plumber / irrigation
☐	Trades and Associated Services	Lock smith
☐	Trades and Associated Services	Painter
☐	Trades and Associated Services	Plasterer
☐	Trades and Associated Services	Roofer
☐	Trades and Associated Services	Tiler
☐	Trades and Associated Services	Electrical works (including air conditioning and refrigeration)
☐	Trades and Associated Services	Cleaning services
☐	Trades and Associated Services	Lawn mowing
☐	Trades and Associated Services	Pest control
☐	Trades and Associated Services	Removalist
☐	Trades and Associated Services	Tree lopping / arborist
☐	Trades and Associated Services	Waste removalist
☐	Trades and Associated Services	Water cart / pressure
☐	Trades and Associated Services	Traffic control
☐	Trades and Associated Services	Automotive detailing
☐	Professional Services	Car hire
☐	Professional Services	Accommodation
☐	Professional Services	Cultural monitoring
☐	Professional Services	Security Services
☐	Professional Services	Catering
☐	Professional Services	Veterinary services
☐	Professional services	Architects & Designers
☐	Professional services	Media and graphic design
☐	Professional services	Engineering Civil
☐	Professional services	Engineering general
☐	Professional services	Engineering, Water, Sewerage and Waste
☐	Professional services	Financial services
☐	Professional services	Human Resources
☐	Professional services	IT Management
☐	Professional services	Legal Services
☐	Professional services	Project Management

☐	Professional services	Town planning and Surveying

Before responding to the following criteria, Contractor must note the following:

- All information relevant to the Contractor's answers to each criterion must be contained within its EOI Response;
- Contractors are to assume that the evaluation panel has no previous knowledge of the Contractors organisation, its activities or experience;
- Contractors must provide full details for any claims, statements or examples used to address the criteria; and
- Contractors must address each issue outlined within a criterion.
- Please attach another page clearly linked back to the relevant question if additional space is required

1.2. Insurance and quality requirements

Insurance Details				
Please complete the below if Contractor holds any of the below insurances, please attach relevant certificate of currency.				
Insurance Type	**Insurance Company**	**Policy No.**	**Extent of Cover**	**Expiry Date**
Workers Compensation				
Public Liability				
Professional Indemnity				
Plant and Equipment				
Motor Vehicles				

Quality Assurance and Environmental Protection:	
Does the Contractor have any documented quality assurance or quality assurance systems, environmental protection systems?	Yes ☐ No ☐
Supply evidence or details of the Contractor's quality assurance/environmental protection position and where relevant of its supplier's or subcontractor's position, in an attachment labelled "Quality Assurance".	Attached: Yes ☐ No ☐
Safe work Methods Statement	
Does the Contractor have a generic Safe Work Methods Statement?	Yes ☐ No ☐
If "Yes", please submit a copy and label it "SWMS".	Attached: Yes ☐ No ☐

1.3. Experience and capacity

Contractors previous experience	Response Requirement
Please give details of relevant services you have successfully undertaken in the past 3 years. Previous evidence of having provided the relevant Services for an Indigenous community will be well regarded. Please also give details about your experience working in remote areas.	Please provide your response as separate attachment labelled **"Section 1"**
Contractor's capacity	**Response Requirement**
Please provide details of capacity to provide the relevant Services and its understanding of the requirements of the Specification • Please include the availability of personnel, experience of your personnel in conducting work like this request. • Please include Industry experience they have (please note that Contractors without the legally required licences for the category in which they are responding will have their submissions excluded from further consideration). • Please attach copies of all Licencing and/or certificates relevant to your industry and/or profession. Where there are any restrictions/ conditions on an individual's licence, directions to rectify, disciplinary proceedings, upheld complaints, or the like, please advise.	Please provide your response as separate attachment labelled **"Section 2"**

1.4. Pricing schedule

Please provide details of your pricing below.

At a minimum, the following must be set out (with the GST component (if any) clearly indicated):

- the hourly rate and anything excluded from that hourly rate.
- where relevant, Contractors should set out a rate which includes any pricing conditions that apply. Unless such pricing conditions are set out in the Contractors response to this EOI, the following assumptions shall be deemed to apply:
    - the hourly rate is inclusive of all taxes, call-out fees and all other sundry expenses whatsoever;
    - the rates set out in the Pricing Schedule cover any weekend or public holiday work that is required;
    - all billed work time shall be calculated in thirty (30) minute blocks; and
    - For Council costs please refer to Council's website for the current Fees and Charges 2026-2027. Contractors will be responsible for meeting their own costs unless arranged prior with Council.
- Please provide rates across various levels in your organisation that would undertake works. E.g., highlight difference in price for a tradesperson verses an apprentice.

Pricing Schedule			
Services	**Hourly Rate (excl GST)**	**Parts supply including Freight-markup % on cost (excl GST)**	**Daily consumables Charge**

Please attach separate document labelled “Pricing Schedule” if the above table does not provide enough space.