



Kowanyama Aboriginal Shire Council

Request for Tender (RFT)

Title: Freight Services - Road Transport of Goods between Cairns and Kowanyama

RFT Reference: KASC-2026-052

Date of Issue: 2 July 2026

Closing Date: 23 July 2026

Request for Tender

The Request for Tender (RFT) comprises of:

- Part A: Tender Information
- Part B: Conditions of Tendering
- Part C: General Conditions of Contract
- Part D: Contract
- Part E: Response Schedules

Council:	Kowanyama Aboriginal Shire Council (KASC)
Council Address:	Lot 30 Chapman Road, Kowanyama 4892
Contact (Principal):	Alan Neilan, Chief Executive Officer
Contact number:	40 4083 7100
Expression of Interest (RFT):	Council is seeking a suitably qualified and experienced supplier to provide freight services between Cairns and Kowanyama
RFT Number:	KASC-2026-052
Closing date and time:	4:00PM –Thursday 23 July 2026

Instructions for completing this RFT:

- Tenderers should ensure they read all parts of this RFT fully to ascertain the services to be performed and the terms on which the services are to be performed.
- Tenderers must respond to all sections of the Tender and must sign and date the form where indicated.
- Tenderers may provide supplementary material to support their offer. All supplementary material must be cross referenced to the relevant section of this RFT.
- The Council will confirm in writing to suppliers, to advise if their quotation has been accepted or unsuccessful.
- Notification by letter to the successful Tenderer will create a contract between the parties. The contract will consist of the Tenderers Quotation (Response Form) and this document.
- Responses are to be submitted via Vendor Panel public Market Place. Council reserves the right to not consider submissions sent to any other platform and/or email.

1. Overview

1.1. 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
 - 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 Long Day Care and Play Group
 - Operation and management of the Land & Natural Resources Office (Rangers)
 - Sport & Recreation programs and services, including those for young people
 - Swimming Pool
 - Women's Shelter
 - Women's and Men's Groups

Part A: Tender Information



2. Tender Information

Principal:	Kowanyama Aboriginal Shire Council				
Project Name:	Freight Services - Road Transport of Goods between Cairns and Kowanyama				
Scope:	Freight services between Cairns and Kowanyama				
Proposed timetable:	Action		Proposed Date		
	Issue of Tender Documents		2 July 2026		
	Tender Close Date		23 July 2026		
	Tender Assessment Completed		27 July 2026		
	Adopted by Council		July / August		
	Issue Letter of Confirmation		July / August		
Tender briefing or site inspection:	Description Time / Date	Place	Maximum Attendees	Mandatory or optional	RSVP
	N/A	N/A	N/A	N/A	N/A
Communication method:	<input type="checkbox"/> via Vendor Panel Public Marketplace				
Evaluation criteria:	Criteria		Weighting (%)		
	Mandatory Details		Mandatory		
	Price		40%		
	Transport Remote Area Industry Experience		30%		
	Quality Assurance Accreditation		20%		
	Program		10%		
Tender lodgement:	Tenders must be lodged via Vendor Panel – Public Marketplace				
Tender format:	<p>Tenders must consist of:</p> <ul style="list-style-type: none"> • 1x complete copy of the tenderer's tender in a single PDF document; • 1x set of the Response Schedules in the format provided by the Principal <p>File names must include the contract number and a brief description of the document</p>				
Page limit:	No limit				
Tender validity period:	90 calendar days from the Tender Closing Time				
Procurement administrator:	Danae Maltby tenders@kowanyama.qld.gov.au				
Principal complaints Manager:	Chris McLaughlin Email: governance@kowanyama.qld.gov.au				

2.1. Scope

Council wishes to engage a road freight contractor to provide a regular road freight delivery between Cairns and Kowanyama. The initial period of appointment will be two (2) years, with an additional year possible at Council's discretion.

Regular weekly freight service: The road freight delivery service is required to operate throughout the year, subject to seasonal road closures caused by wet weather and other inclement conditions. Council requires a weekly service for dry goods, freezer goods and chiller goods between Cairns and Kowanyama.

Seasonal freight volumes: Freight volumes vary across the year. From the end of the wet season, generally from late April, Council expects approximately 10 to 12 pallets per week of mixed freezer, chiller and dry goods. This may include general freight, packs of timber and plywood, whitegoods and similar materials, with an estimated combined weekly load of up to 6,000 kilograms.

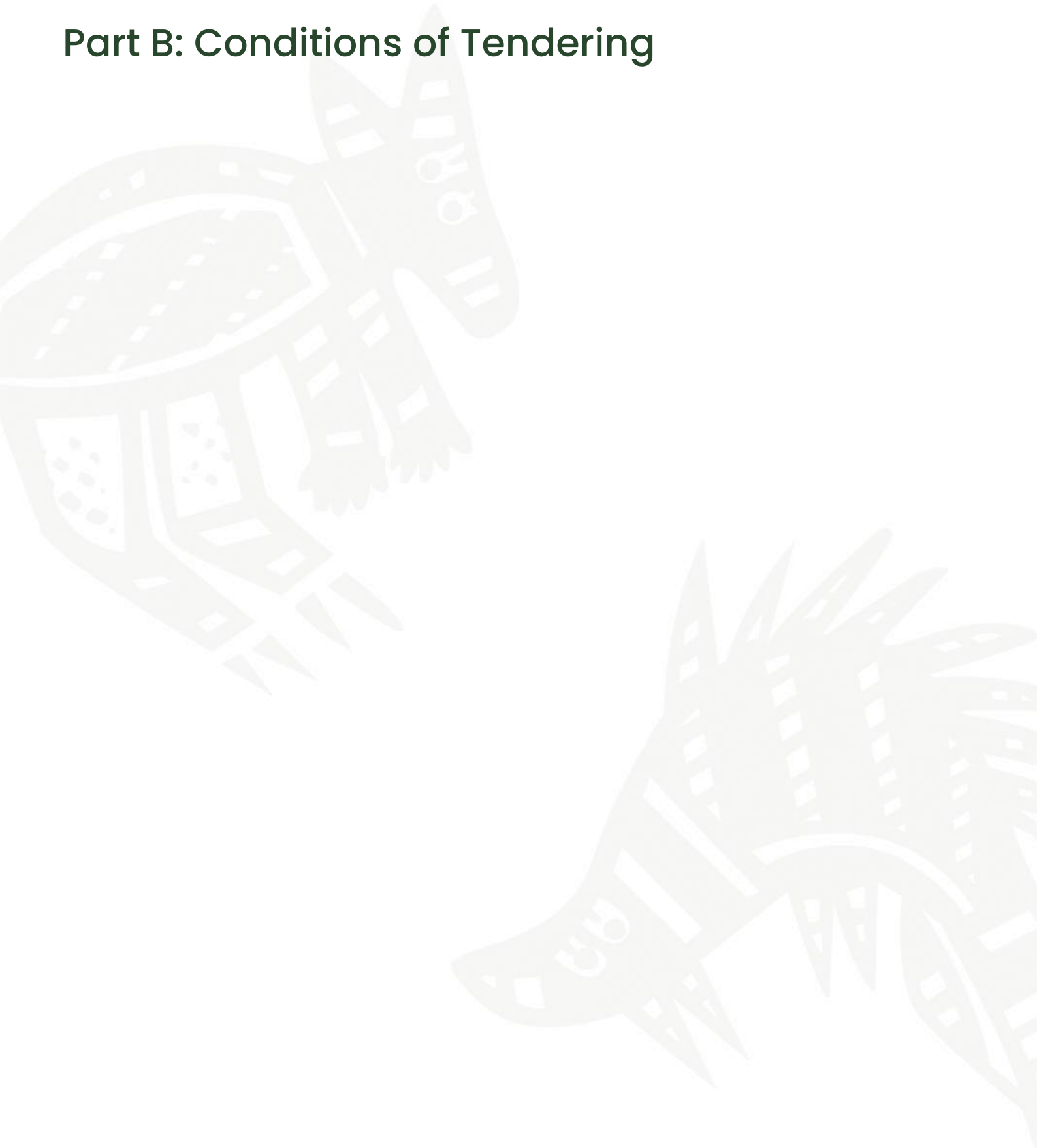
From mid-year through to the lead-up to the wet season, freight volumes may increase to more than 20 pallets per week of mixed and dry goods. Council estimates that weekly freight during this period may reach approximately 20,000 kilograms, generally continuing until late November, subject to road conditions.

Wet season cut-off and storage arrangements: The freight cut-off period varies each year depending on road conditions. Freight movements may cease around late November if roads are affected by wet weather. Freight that does not make the final truck before road closure may need to be stored at the contractor's freight yard, or suppliers may be asked to hold goods until the roads reopen after the wet season.

Occasional freight and backloading: Council may also require occasional transport of vehicles, plant and bulk materials during the year. This may include up to seven 4WD vehicles, such as Hilux vehicles and Troop Carriers, together with small plant and heavy plant such as graders, bobcats, rollers and loaders. Small and heavy plant may also need to be backloaded to Cairns for repairs. Towards the end of the year, Council may require transport of approximately 40 bulk 1,000 litre chemical IBCs and approximately 25 one-tonne bags of cold mix.

Use by other parties: Local community members and organisations may also use the service for dry, freezer and chiller freight requirements. This may include contractors, Queensland Police, Queensland Health, the school and local businesses, in addition to Council freight.

Part B: Conditions of Tendering



3. 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, capitalized 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. **LOGGEMENT 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 in 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

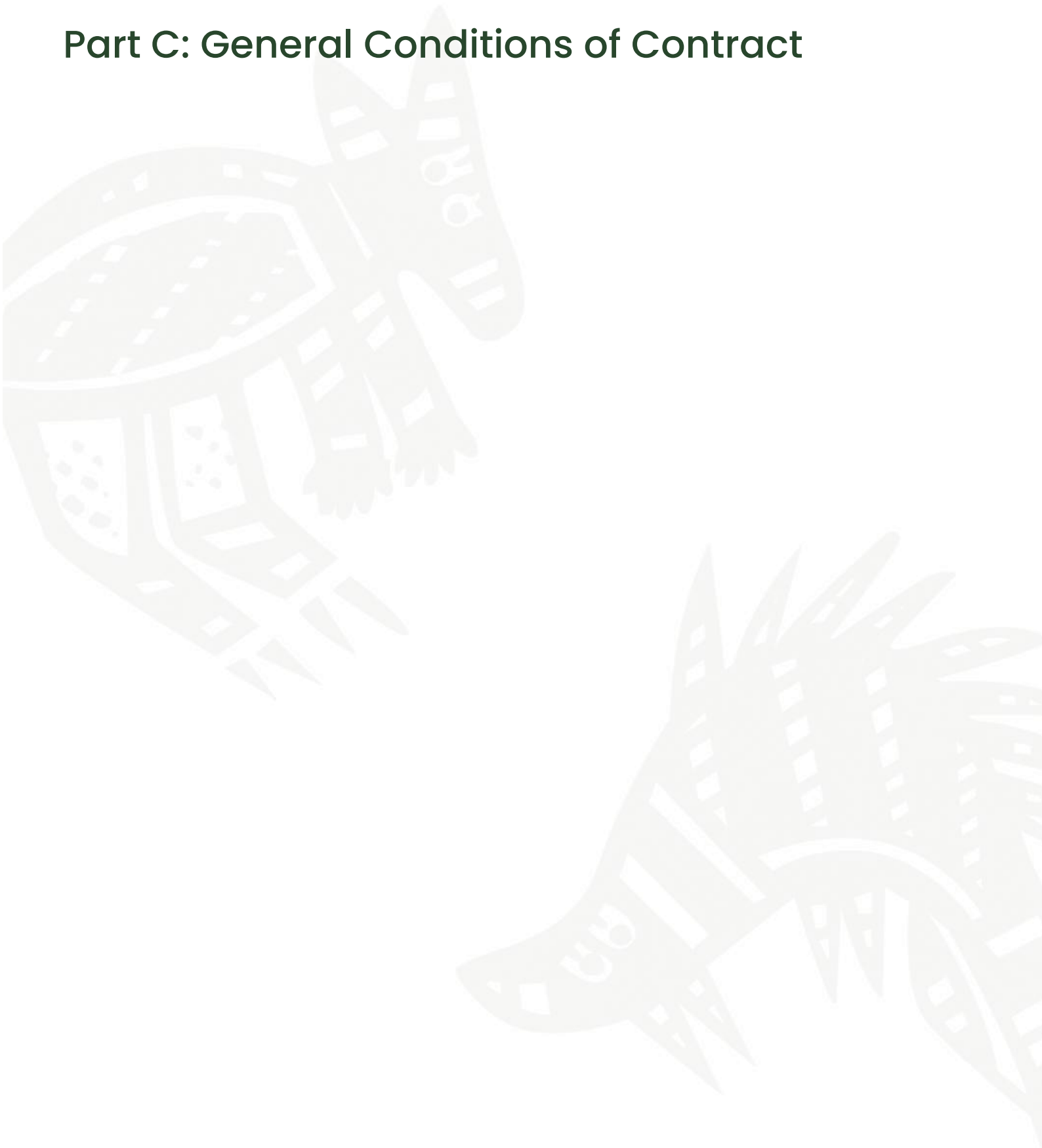
- 9.1 **(No obligation)** The Principal is not bound to accept the tender with the lowest price, or the tender with the highest score against the Evaluation Criteria, or any tender but will, if it accepts a tender, accept the tender which is most advantageous to the Principal having regard to the sound 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.
- 10.6. **(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



1. General

- a) The entire agreement between the parties is comprised of the Conditions of Tendering, 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 preceded 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
- 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: Response Schedules



Schedule A: Tenderers Information

Business Name:	
ACN:	
ABN:	
Type of business (partnership, public company, private company, etc):	
Address:	
Telephone:	
Facsimile:	
Date incorporated:	
Names of Directors or Partners:	
Authorised signatory:	
Name / Position:	
Accountant:	
Name:	
Contact Phone No:	
Bank Details:	

Please attach additional information if space is insufficient space.

Schedule: Safety and insurance information

The Tenderer shall provide details of Workplace Health and Safety Act Requirements.

Number of Full time and Part time employees:	
Worker's Compensation Policy No:	
Details of previous accident / incidents: (Attach details if insufficient room).	
Public Liability Insurer:	
Amount of Public Liability Insurance: (Minimum \$20,000,000).	
Motor vehicle and third-party liability insurer:	
Amount of motor vehicle third party; liability insurance (including statutory cover): (minimum \$20,000,000).	

Please attach additional information if space is insufficient space.

NOTE: Attach certificates of currency for each category above. Kowanyama Aboriginal Shire Council be named as "Principal"

Schedule E: Pricing

Part A: Pricing Basis and Assumptions

Pricing element	Tender response
Pricing basis (ex GST)	
Primary pricing method (chargeable weight)	
Cubic conversion (m ³ to kg)	
Minimum charge per consignment (\$)	
Full truck load (FTL) minimum (\$)	
Fuel levy (% and adjustment method)	
Waiting time (\$ per hour)	
Tailgate / assisted unload charge (\$)	
Pallet hire/exchange (\$ per pallet)	
Dangerous goods surcharge	

Part B: Linehaul pricing

Pricing element	Tender response
Cairns to Kowanyama	
Kowanyama to Cairns	
FTL Cairns to Kowanyama	
FTL Kowanyama to Cairns	

Part C: Pallet Freight

Pricing element	Tender response
Quarter pallet	
Half pallet	
Standard pallet	
Oversized pallet	

Part D: Specialised Freight

Pricing element	Tender response
Refrigerated freight	
Frozen freight	
Oversized freight	
Dangerous goods	

Part E: Container Freight

Pricing element	Tender response
20ft container	
40ft container	
Refrigerated container	
Dangerous goods container	

Part F: Plant, Vehicles and Bulk Freight

Pricing element	Tender response
Light vehicles (≤ 6 tonnes)	
Heavy vehicles (> 6 tonnes)	
Light plant	
Heavy plant	
Bulk materials (\$/tonne)	
Chemical IBC (1,000L)	

Part G: Collection and delivery charges

Pricing element	Tender response
Cairns metro pickup	
Regional pickup	
Business delivery	
Residential delivery	
Kowanyama internal delivery	

Part H: Storage and Wet Season Arrangements

Pricing element	Tender response
General freight storage	
Refrigerated storage	
Bulk storage	
Free storage period	
Wet season storage arrangements	

Part I: Ancillary Services

Pricing element	Tender response
Crane truck / HIAB (\$/hour)	
Forklift handling	
Manual handling surcharge	
Re-delivery	

Part J: Emergency Freight

Pricing element	Tender response
Emergency freight available (Y/N)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Response time	
Pricing methodology	
After hours contact	

Part K: Performance Commitments

Pricing element	
On-Time Delivery (%)	
Freight Damage Rate (%)	
Lost Freight Rate (%)	
Average Transit Time	
Track and Trace Available (Y/N)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Electronic POD Available (Y/N)	<input type="checkbox"/> YES <input type="checkbox"/> NO

Part L: Value Added Services

Service	Tender response
Online tracking	
Electronic invoicing	
Consolidation services	
Freight reporting	
Warehousing	

Please attach additional information if space is insufficient space.

Schedule: Management systems**Work Health and Safety**

This Schedule forms part of the tender evaluation and is to be completed by the Tenderer. Upon contract award, the successful Tenderer may be required to verify their responses noted in this Schedule, by providing copies of relevant policies, procedures, certificates etc. that provides evidence of their ability and capacity to effectively manage their WHS responsibilities for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for Work Health and Safety, e.g. to AS/NZS 4801 or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
2. Does your business or organisation have a Random Drug and Alcohol Policy? <i>(Attach a copy of your Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1 AND 2, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 3 TO 9.	
3. Does the Tenderer have an internal Work Health and Safety Management System or Plan (not third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does your business or organisation have documented Safe Work Methods Statements (SWMS) and other procedures for all identified high-risk work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Does your business or organisation have appropriate systems and/or documented procedures for reporting of incidents and hazards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Is there a person appointed to look after Health and Safety in the workplace?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, state person's name and position: Name: Position:	
7. Are all employees aware of their obligations for Personal Protective Equipment (PPE)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Does your business or organisation have current and appropriate qualifications, licences to undertake each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9. Does your business or organisation undertake appropriate on-site induction and training relevant to each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule: Environmental Management

The Tenderer is to complete and attach this Schedule to its Tender. The purpose of this Schedule is to provide an overview of the status of the Tenderer's construction environmental management plan (EMP) documents and procedures.

The successful Tenderer, upon contract award, will be required to verify their responses noted in this Schedule by providing copies of the project site specific environmental management plan, site-specific cultural heritage protection searches and any other documented evidence on request by the Principal.

Tenderers must provide details of Environmental Management Systems, or processes and procedures. Please answer (YES or NO). Supporting evidence and copies of relevant documentation must be attached with Tender response.

Item	Tick Yes or No
1. Has your business or organisation been third party certified for Environmental Management Systems e.g. ISO 14000 series or other?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by whom: Certificate Number: <i>(Attach a copy of Accreditation Certificate)</i>	
2. Does the Tenderer have an internal Environmental Management System? <i>(If yes, attach evidence such as a copy of the manual)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. The Tenderer is aware of the relevant provisions within the Principal's environmental policy and will commit to the requirements of the environmental policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the Tenderer aware of the Environmental & Cultural Heritage Protection Requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Schedule: Quality Assurance

The Tenderer is to complete and attach this Schedule to its Tender. Upon contract award, the successful Tenderer may be required to verify their responses noted in this Schedule, by providing copies of relevant quality policies, procedures, certificates etc. that provides evidence of their quality requirements for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for Quality, e.g. to ISO 9001 series or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: (Attach a copy of your Accreditation Certificate)	
IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 2 TO 6.	
2. Does the Tenderer have an internal Quality System or Plan (not third party certified)? (If yes, attach evidence such as a copy of the manual)	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Does the Tenderer have a Quality Policy? (If yes, attach evidence of the Policy)	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does the Tenderer have documented Quality procedures? (If yes, attach evidence or copy of the procedures)	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are records of Inspection, Test and other Quality Assurance or Quality Control activities maintained and quality records kept for each specific project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Does the Tenderer undertake internal Quality Audits on a project or contract specific basis?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule: Transport Remote Area Industry Experience

The Tenderer is required to detail previous experience in respect of services similar to the Services required under this Tender.

The Tenderer must set out a history of its relevant experience, including by providing the following details:

1. Years' experience in providing the Services required under the Contract, in particular experience with transport to remote locations, on dirt roads and other unfavourable conditions.
2. Referee and contact details for each listed Contract.
3. Tenders are invited to submit details of opportunities that may be developed by the Tenderer to encourage development of competitive local businesses and industry in conjunction with this Contract and the sound contracting principles set out in the Local Government Act 2009.

Where applicable also include in a similar form to the above the relevant experience of any proposed sub-contractors or sub-consultants.