



**Edward
River**
COUNCIL

Request for Quotation

Removal of Stock Yards at Conargo Recreation Reserve

December 2024

Council's Quotation No	RQ2024.32
Deadline for the lodgement of Quotations	3pm, Friday, 07 March 2025
Method of Addressing Quotations	Quotations should be addressed: RQ2024.32
Submit quotations to	<i>In-person:</i> Edward River Council 180 Cressy Street, Deniliquin OR <i>Posted:</i> Edward River Council PO Box 270 Deniliquin NSW 2710 OR <i>Emailed:</i> council@edwardriver.nsw.gov.au
Council's nominated contact person	Name: Mark Dalzell
	Email: mark.dalzell@edwardriver.nsw.gov.au

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Part 1

Section 1 - General Information

1 Summary of contract requirements

Under this engagement the Respondent is required to:

- Submit all pre-construction documentation as required under this quotation, including insurances, WHS plan and disposal of material plan,
- Site establishment, including defining the limit of works,
- Remove all stock yards elements, including ramps, gates, panels and
- Re-instate site to a smooth, level finish, and
- Site dis-establishment, including removal of all material, plant and equipment associated with the Works.

2 Request for Quotation documents

2.1 Parts comprising this Request for Quotation

This Request for Quotation is comprised of the following parts:

- (1) Part 1 – which includes the details of the Request for Quotation and the Conditions of the quotation process (read and keep this Part).
- (2) Part 2 – which includes the Statement of Requirements and the Conditions of Contract (read and keep this Part).
- (3) Part 3 – which includes the forms and details of the information you are required to lodge with your Quotation (complete and return this Part as part of your Quotation).

2.2 Inconsistencies and Omissions

Respondents must promptly advise Council in writing of any inconsistencies and omissions they discover in the Request for Quotation.

Section 2 – Conditions of Quotation

3 Definitions & interpretation

3.1 Definitions

For the purposes of this Request for Quotation (RFQ) and any subsequent contract, the following definitions will apply unless noted otherwise.

Unless the context requires otherwise the following terms used in this Request for Quotation have the meanings ascribed to them as set out below:

Addenda	Means one or more addendum to this Request for Quotation issued by Edward River Council from time to time during the Quotation submission period. Addenda may be issued to amend, clarify, alter, add to or remove from the form or content of the RFQ.
Contract	Means the Conditions of Contract and all associated documents executed by Edward River Council and the Successful Respondent.
Council	Means Edward River Council.
Deadline	The date and time prior to which Quotations must be submitted. This information is shown on the cover page of this Request for Quotation.
Deliverable	Means the goods or services required to be provided by the Successful Respondent in accordance with the RFQ, the Conditions of Contract and the Statement of Requirements.

Quotation	Means any offer made in accordance with this Request for Quotation
Respondent	Means any individual or organisation who submits a Quotation
RFQ	Means this Request for Quotation

3.2 Interpretation

In this RFQ:

- (4) unless the context otherwise requires, the singular includes the plural and vice versa and words importing persons include partnerships and corporations and vice versa; and
- (5) a reference to an Act includes all regulations, proclamations, instruments, policies and codes made under that Act.

4 Compliance

4.1 Failure to comply

Council may refuse to consider any Quotation which does not comply with these Conditions.

4.2 Compliance with policies and codes

All Respondents must comply with the following policies and codes with respect to the quotation process:

- (1) Council's adopted Code of Conduct, located on Council's website at <https://www.edwardriver.nsw.gov.au/Council/Forms-Policies-and-Publications/Policy-Register>

5 No offer

Nothing in this RFQ:

- (1) is an offer by Council to enter into an agreement with any Respondent; or
- (2) requires Council to accept any Quotation.

6 Nominated Contact

6.1 Details

The details of the Nominated Contact are set out on the Cover Page of this document.

6.2 Enquiries

All enquiries in relation to this RFQ must be directed to the Nominated Contact and no other person.

All questions should be submitted in writing by 3pm, Friday, 07 March 2025.

Council may choose to convey responses to submitted questions and queries to all Respondents so that each is equally informed.

7 Selection Criteria

7.1 Assessment by Council

All Quotations considered by Council will be assessed having regard to the Compliance Criteria and the Qualitative Criteria, as well as any other matter Council determines to be relevant. Council will determine the weight given to each of the Qualitative Criteria in its absolute discretion and may also take other matters into consideration when assessing Quotations.

7.2 Basis of selection of Successful Respondent

Subject to Council's right to decline to accept any of the Quotation, Council will accept the Quotation which, having regard to all the circumstances, appears to be the most advantageous.

7.3 Compliance Criteria

Any Compliance Criteria will not be point scored and instead each Quotation will be assessed on a Yes/No basis as to whether the Compliance Criteria is satisfactorily met.

An assessment of “No” against any one or more of the Compliance Criteria may eliminate the Quotation from consideration.

The Compliance Criteria are:

- Respondents must complete and submit the Returnable Schedules;
- Respondent must have a valid Australian Business Number;
- Quotation must conform to the Conditions of Contract;
- Public Liability Insurance of at least \$20 million;
- Workers compensation insurance for all employees.

7.4 Qualitative Criteria

It is essential that Respondents address each Qualitative Criterion.

Failure to provide the information required in any of the Returnable Schedules (Part 3), which inform the Qualitative Criteria may eliminate the Quotation from consideration.

The Qualitative Criteria are:

- Experience and capability of staff;
- Previous track record of providing services that meet the requirements;
- Capacity and technical ability to carry out the work under the contract;
- Methodology, project plan, and timeframe to meet the deliverables;
- Price, inclusive of due consideration of value for money

These criteria are not in any particular order nor do they necessarily carry equal weighting.

The Respondent should submit such additional information as is deemed necessary to support the required schedules.

Council may request additional information from Respondents to assist further evaluation of quotations.

8 Respondent to inform itself

Council has taken all reasonable care to ensure that the RFQ is accurate; however, Council gives no representation or warranty as to the accuracy or sufficiency of the contained information and that all Respondents will receive the same information. Respondents are required to inform themselves fully of all conditions, risks and other circumstances relating to the proposed contract prior to submitting a Quotation. Quoted prices shall be deemed to cover the cost of complying with all conditions of the RFQ and of all things necessary for the due and proper performance and completion of the requirements of this RFQ.

9 Costs of preparing quotations

All costs relating to the preparation and submission of a Quotation are the sole responsibility of the Respondent. Council will not pay any Respondent, wholly or in part, for its Quotation.

10 Variation of this Request for Quotation

Council may amend or supplement this Request for Quotation at any time before the Deadline by issuing Addenda to all Respondents who have registered their interest in the RFQ process with Council at that time.

Upon the issue of any Addenda, this Request for Quotation will be varied in accordance with that Addendum.

11 Alternative Proposals

Respondents may submit alternative Quotations if they feel it may offer Council additional benefits whilst still complying with the Requirements. Council reserves the right to accept or reject any proposed alternative either wholly or in part.

12 Use of Subcontractors

- 12.1** Where a Respondent proposes to provide any part of the Deliverables using resources from other organisations, substantial information relating to the contractual arrangements for such resources must be detailed in the Quotation, together with information on the relevant experience of other such organisation.
- 12.2** Subcontractors will be required to satisfy the terms and conditions of these RFQ documents and will be required as a condition of their acceptance by Council to comply with the Conditions of Contract and Statement of Requirements.
- 12.3** Respondents will be required to ensure that sub-contractors satisfy the terms and conditions of the RFQ documents and to include all relevant Conditions of Contract and Statement of Requirements in subcontracts.

13 Quotation to Council

13.1 Quotation Validity Period

Quotations submitted in response to this RFQ are to remain valid for a period of 60 days from the RFQ closing date.

All Quotations submitted will remain open for acceptance during the Quotation Validity Period. The Respondent may not withdraw or amend a Quotation during the Quotation Validity Period, unless permitted by the Council.

13.2 Withdrawal of Quotation

Quotations may be withdrawn at any time prior to the RFQ closing date and time by written notice to Council.

14 Lodgement requirements

14.1 Means of Submission

Quotations must be submitted to the Council either by:

- a) Delivered to Council's Customer Service Centre at 180 Cressy Street, Deniliquin. Submission to be placed in an envelope clearly marked 'RQ2024.32 - Removal of Stock Yards at Conargo Recreation Ground',
- b) Posted to Edward River Council, PO Pox 270, Deniliquin NSW, or
- c) Electronic lodgement as set out in Clause 14.2; or

14.2 Electronic Quotations

For Quotations submitted electronically, the following clauses apply:

- 1) Submissions are to be emailed to council@edwardriver.nsw.gov.au . Submissions to other email addresses at Council will not be accepted,
- 2) All documents are to be in PDF format, and
- 3) Only the Return Schedules included in this RFQ are to be submitted.

15 Consequences of incorrect lodgement

- 15.1** The responsibility for lodgement of the Quotation as detailed above lies solely with the Respondent.
- 15.2** Any Quotation delivered in a manner other than set out in clause 14 will not be considered by Council.

16 Late Quotations

Respondents are responsible for submitting their Quotations prior to the Deadline in accordance with the acceptable lodgement requirements described in Clause 14. Any Quotation received later than the Deadline may be removed from further consideration by Council.

17 Acceptance of Quotations

- 17.1** Quotations may be for all or part of the Requirement and may be accepted by Council either wholly or in part. A Quotation will not be accepted by Council unless and until Council has signed an Agreement or sent a “Letter of Acceptance” in writing to the Successful Respondent.
- 17.2** Council is under no obligation to accept the lowest priced Quotation or any Quotation and reserves the right to reject any Quotation which is incomplete, conditional or not complying with the RFQ documents.

18 Confidentiality

Except as required for the preparation of the Quotation, Respondents must not, without Council’s prior written consent, disclose to any third party any of the contents of the RFQ documents. Respondents must ensure that their employees, consultants and agents also are bound and comply with this condition of confidentiality.

19 Standard of behaviour

19.1 Respondent not to solicit

The Respondent and its representatives must not interfere or attempt to interview or to discuss with RFQ with Councillors or employees of Council other than the Contact Person. Edward River Council reserves the right to reject any Quotation submitted by a Respondent who contravenes this clause.

19.2 Restrictive Trade Practices

Any evidence of restrictive trade practices that are prohibited under the Competition and Consumer Act 2010 will be referred to the Australian Competition and Consumer Commission and result in the Respondent being disqualified from the quotation process with any resultant contract terminated.

19.3 Probity

By lodgement of a Quotation, the Respondent affirms that it has not given, offered to give, not intends to give at any time, any inducement or reward to any employee of Councillor of Edward River Council or any organisation involved in the Quotation process, in connection with this RFQ.

If a Respondent is found to have offered any inducement or reward or is found to have committed corrupt conduct as defined in the Independent Commission Against Corruption Act 1988, the Respondent shall be disqualified with any resultant contract terminated.

20 Quotation Acknowledgement

By participating in this RFQ, Respondents are indicating their acceptance to be bound by the conditions set out in this Section.

Part 2

Section 1 - Statement of Requirements

21 Introduction

The Edward River Council encompasses a total land area of 8,881km² and is home to approximately 8,972 people. The region includes the town of Deniliquin and the surrounding rural communities.

To support the future development of the Conargo Recreation Reserve, Council and the Conargo Hall Committee wish to remove the existing stock yards. This will allow the area to be utilised for additional parking and camping areas or for recreational purposes.

22 Site Location

The Conargo Recreation Reserve is located at the village of Conargo, approximately 36 km north of Deniliquin. The reserve is a crown land reserve, under the trusteeship of Council.

The stock yards are located south east of the main hall and cover an area of approximately 6,000m². Access to the yards is via an unsealed track off Conargo Road. The yards consist of the following:

- Two loading ramps, and
- Approximately 1,050m of steel yard panels and gates. This information is provided as a guide only and Respondents are to confirm this quantity prior to submission.

A map of the site is included in Appendix A.

Photographs of the existing yards are included in Appendix B.

The site is open to public access and Respondents are encouraged to visit and inspect the site prior to making a submission.

23 Detailed Description of the Requirements

Under this engagement the Respondent will be required to:

- Provide Council with the following information prior to commencing work on the site:
 - Evidence of the following insurance policies:
 - Public liability insurance with coverage up to \$20M for any one instance and current for the anticipated duration of the Works,
 - Workers Compensation insurance, and
 - Plant and vehicle insurance,
 - A Work Health Safety Management Plan for the Works, including but not limited to:
 - A copy of an organisational structure for the Works, detailing responsibilities,
 - System for managing site inductions, including for Council staff,
 - Description of the work methods to be used during the Works,
 - System for managing and mitigating site risks, for example the use of daily toolbox meetings at the commencement of the day,

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- Safe Work Method Statements for the activities to be undertaken in accordance with industry standards,
 - Site plan showing working areas, vehicle parking and operating areas, and
 - Worker on Foot plan to manage interaction between staff on foot and vehicles
 - A Waste Management Plan detailing where material from the site will be re-used or disposed of,
 - Prior to commencing work on site, pay any amounts detailed in this agreement to Council for the purchase of the stock yard material,
 - Site establishment, including but not limited to:
 - Delineation of vehicle parking areas and safe areas for workers on foot,
 - Delineation of the limit of works to provide the public with clear information of the extents of the work site, This delineation may be in the form of bollards and bunting,
 - Removal of the stockyards, including ramps, gates, panels and posts. All material is to be taken off site,
 - Reinstatement of the site using natural material so that the site is smooth and level,
 - Site dis-establishment, including removal of all signage and delineation.

24 Project Hold Points

Project hold points are list in the table below. During the Works the Respondent is not to progress past the nominated Hold Point until it has been released.

Hold Point	Deliverables	Release
Handover of Site	Submission of insurance documents, Work Health Safety Management Plan and Waste Management Plan. Payment of any fees to Council for the purchase of the stockyard material in accordance with the accepted Quotation.	Council will hand over the site to the Contractor to commence site establishment upon receipt of the deliverables.
Commencement of Work	Implementation of Work Health Safety Management Plan.	Council will agree to commencement of the works following inspection and endorsement of the implementation of the Work Health Safety Management Plan.
Completion of Works	Removal of materials and re-instatement of surface.	Council will provide a Certificate of Practical Completion following inspection of the completed works.

25 Respondent Responsible for Costs

The Respondent will be responsible for all costs related to the removal of stock yard material and re-instatement of the site.

26 Fee Schedule

As part of their submission, Respondents shall complete the attached Fee Schedule. The Respondent is to show whether the transfer of ownership and completion of all required work will result in the following:

- A payment from the Respondent to Council (Section A of Returnable Schedule 9), or
- A payment from Council to the Respondent (Section B of Returnable Schedule 9).

Only one of the above noted options is to be filled out. Where the Respondent intends not charge Council, nor expect payment from Council in return, the Respondent shall enter \$0 in Section A.

27 Ownership of Materials

Upon release of the Handover of Site hold point, all materials relating to the stock yards, including ramps, gates, panels and posts, will become the property of the Contractor.

28 Timeframe to Complete Required Works

The Respondent will have two (2) months from the Date of Acceptance to complete the requirements of this agreement.

Should the Respondent not achieve this, Council reserves the right to engage a separate contractor to undertake any outstanding work. All costs involved in this will be the responsibility of the Respondent and will be invoiced by Council.

Section 2 – Conditions of Contract

This **Agreement** is made on

2025

Parties	
Between	Edward River Council ABN 90 407 359 958 of 180 Cressy Street Deniliquin NSW 2710 (Principal)
And	[insert Contractor's name] ABN [insert] of [insert address] (Contractor)

Recitals

- A. The Principal issued a Request for Quotation in relation to the Requirements
- B. The Contractor lodged the Quote with the Principal.
- C. The Principal has accepted the Quote.
- D. This document records the terms upon which the Requirements will be satisfied by the Contractor.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Contract, unless contrary to or inconsistent with the context:

Background IP means in relation to a party all Intellectual Property rights owned by or licensed to that party at the commencement date of the Contract and which are necessary or desirable for the provision of the Goods and/or Services;

Business Day means a day that is not a Saturday, a Sunday, 27th/28th/29th/30th /31st December, nor a public holiday in Sydney;

Commencement Date means the date specified in Item 2 of Schedule 1;

Communication Standard has the meaning given in clause 7.2(a);

Confidential Information means the terms of this Contract and all know-how, technical and financial information Deliverables and any other commercially valuable or sensitive information in whatever form, including customer lists, products or past, existing or future business operations, administration or strategic plans, trade secrets, technical knowledge, concepts, ideas, samples, devices, models and any other materials or information of whatever description, which the Principal regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of the Principal's employees or management. The following are exceptions to such information:

- a) information which is lawfully in the public domain prior to its disclosure by the Principal;
- b) information which enters the public domain otherwise than as a result of an unauthorised disclosure;
- c) information which is or becomes lawfully available to the Contractor from a third party who has the lawful power to disclose such information to the Contractor on a non-confidential basis; and

- d) information which is rightfully known by the Contractor (as shown by its written record) prior to the date of disclosure.

Contract means this agreement between the Principal and the Contractor, including, Special Conditions (if any), annexures, exhibits, appendices, schedules and other documents incorporated by reference and forming part of this Contract;

Contractor's Representative means the person set out in Item 5 of Schedule 1 or any approved replacement as notified to the Principal from time to time;

Deliverables means all deliverables which are to be provided to the Principal under the Contract, and are identified as "deliverables" in the Quote Documents;

Early Settlement Discount means the early payment discount (if any) described in the Item 9 of Schedule 1;

Financial Year means the period from 1 July to 30 June and, if the Commencement Date is later than 1 July, will include such lesser period from the Commencement Date to 30 June;

Goods and/or Services mean the goods and/or services to be provided by the Contractor as described in the Quote Documents;

Initial Term has the meaning given in Item 3 of Schedule 1;

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, know-how, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and rights to maintain the confidentiality of information, but does not include Moral Rights that are not transferable;

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time) being "droit moral" or other analogous rights arising under any statute (including the *Copyright Act* 1968 (Cth) or any law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world;

Payment Claim has the meaning given in clause (a);

Personnel mean, in respect of a party, its officers, employees, agents and approved (in respect of the Contractor) subcontractors;

Price Variation Request has the meaning given in clause 17.2;

Principal's Representative means the person set out in Item 5 of Schedule 1 (or such person's authorised delegate) or any other person so appointed by the Principal as notified to the Contractor from time to time;

Renewal Term has the meaning given in Item 4 of Schedule 1;

Request for Quote has the meaning given in Item 1 of Schedule 1;

Specifications mean the specifications in respect of the Goods and/or Services, as set out in the Quote Documents;

Special Conditions mean those terms and conditions contained in Item 10 of Schedule 1 (if any) (which modify and take precedence over the terms in the body of this Contract);

Quote has the meaning in Item 1 of Schedule 1;

Quote Documents mean the Request for Quote, the Quote and any other document incorporated by reference and forming part of those documents;

Quote Price means the rate(s) or price(s) quoted by the Contractor in the Quote to provide the Goods and/or Services; and

Term means the Initial Term and any Renewal Term.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- a) the **singular** includes the plural and vice versa;
- b) where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- c) a reference to a party includes the Principal and the Contractor and in each case includes the party's successors and permitted assigns.
- d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- e) a reference to this Contract includes any variation, novation, replacement or supplement to any of them from time to time;
- f) a reference to a part, clause, exhibit, appendix or schedule is a reference to a part of, clause of, exhibit, appendix or schedule to this Contract;
- g) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- h) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
- i) specifying anything in this Contract with the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of a document; and
- k) a reference to anything (including any amount) is a reference to the whole or each part of it and a reference to a group of persons is a reference to any one or more of them.

2. Term and Renewal

- (a) This Contract commences on the Commencement Date and, subject to earlier termination by either party under this Contract or at law, will remain in force for the Term.
- (b) The Principal may at its sole discretion renew this Contract for a Renewal Term by giving the Contractor written notice one month prior to the expiry of the then current term.

3. Special Conditions

- (c) If this Contract contains any Special Conditions, the terms in the body of this Contract are modified by those Special Conditions.
- (d) In the event of any inconsistency between the Special Conditions and the terms in the body of this Contract, the provisions in the Special Conditions will prevail to extent of any inconsistency.

4. Goods and/or Services

4.1 Provision of Goods and/or Services

The Contractor must provide the Goods and/or Services to the Principal in accordance with this Contract.

4.2 Delivery

- (e) The Contractor must deliver the Goods and/or Services to the Principal at the place(s) specified in the Quote Documents or as subsequently advised to the Contractor by the Principal in writing.
- (f) Risk in any Goods passes to the Principal upon physical delivery to the Principal (or its nominee) and written notification from the Principal that the Goods were received. Property in the Goods passes to the Principal upon the earlier of physical delivery to the Principal (or its nominee) and written notification from the Principal that the Goods were received or payment for those Goods, unless payment is bona fide in dispute in which case property passes upon physical delivery to the Principal (or its nominee).

4.3 Personnel and resources

- (a) The Contractor will:
 - i. ensure its Personnel are suitability qualified to provide the Goods and/or Services;
 - ii. allocate sufficient Personnel and resources to the Goods and/or Services; and
 - iii. ensure its Personnel are aware of and comply with the Contractor's obligations under this Contract.
 - iv. The Contractor will, at all times, be liable and responsible for the behaviour and actions of its Personnel.
- (b) If directed by the Principal, the Contractor will immediately remove from involvement in delivering the Goods and/or Services any Personnel who, in the reasonable opinion of the Principal should be removed by reason of his/her misconduct or inefficiency and replace such Personnel with a suitable replacement.

4.4 Co-operation, information and assistance

The Contractor will:

- (g) co-operate with the Principal in all matters relating to the Goods and/or Services;
- (h) not interfere with the Principal's activities or the activities of any other person at the place for delivery of the Goods and/or Services;
- (i) provide all such reasonable information and assistance as the Principal requires in connection with any statutory, local Government, work, health and safety or and environment investigation or requirement in connection with the supply of the Goods and/or Services.

5. Quote Price and Payment

5.1 Quote Price

The Quote Price must remain fixed for a minimum period of 12 months from the Commencement Date.

5.2 Payment

The Principal will, subject to the terms and conditions of this Contract, pay to the Contractor the amounts due for payment from time to time in accordance with an accepted Payment Claim

5.3 Payment Claims

- (a) The Contractor shall make a written claim for payment at the frequency specified in Item 10 of Schedule 1.

- (b) A Payment Claim must include details of the Goods and/or Services for which payment is claimed and any additional information the Principal may reasonably require from time to time for the purposes of assessing the Payment Claim.

5.4 Assessment of Payment Claims

- (a) The Principal will assess a Payment Claim within 10 Business Days of receipt from the Contractor and notify the Contractor whether it accepts or rejects the Payment Claim.
- (b) The Principal may reject a Payment Claim which it reasonably considers is not in accordance with this Contract in which case it must notify the Contractor of any reasons for rejection of a Payment Claim and the action the Contractor must take to render the Payment Claim correctly.
- (c) If the Principal accepts a Payment Claim, it will pay in accordance with this Contract subject to the Early Settlement Discount (if applicable).

5.5 Goods & Services Tax

- (a) In Clause 5:
 - i. **GST** and **GST Act** have the meanings given in the A New Tax System (Goods and Services) Act 1999 (Cth); and
 - ii. the expressions input tax **credit**, **supply**, **tax invoice**, **recipient** and taxable **supply** have the meanings given to those expressions in the GST Act.
- (b) Unless otherwise expressly stated, all amounts stated to be payable in this Contract are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Contract, subject to the provision of a tax invoice.
- (d) If this Contract requires a party to pay for, reimburse or contribute to any expense, loss, indemnity or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - i. the amount of the reimbursable expense less the input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
 - ii. if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.

6. Reporting and Records

6.1 Records

The Contractor will maintain complete and accurate records in relation to the Goods and/or Services provided to the Principal in accordance with good business practice and applicable laws and regulations.

6.2 Right of Inspection

The Principal or its duly authorised representatives, after giving reasonable notice, will have the right during business hours:

- (a) to inspect and take copies of the accounts and records of the Contractor relating to the Goods and/or Services; and

- (b) to enter upon the premises of the Contractor to inspect the circumstances of the supply of the Goods and/or Services.

6.3 Government Information (Public Access) Act 2009 (GIPA Act)

- (a) In addition to the Contractor's reporting and record-keeping obligations under this clause 6, the Contractor must, within 7 days of receiving a written request from the Principal, immediately provide from the records held or controlled by the Contractor:
 - i. information that relates directly to the provision of the Goods and/or Services;
 - ii. information collected by the Contractor from members of the public to whom it provides, or offers to provide, the Goods and/or Services; and
 - iii. information received by the Contractor from the Principal to enable it to provide the Goods and/or Services.
- (b) For the purposes of sub-clause (a), the Contractor need not provide information:
 - iv. that discloses or would tend to disclose the Contractor's financing arrangements, financial modelling, cost structure or profit margin;
 - v. that the Contractor is prohibited from disclosing to the Principal by provision made by or under any Statute, whether of any State or Territory, or of the Commonwealth; or
 - vi. that, if disclosed to the Principal could reasonably be expected to place the Contractor at a substantial commercial disadvantage in relation to Principal, whether at present or in the future.
- (c) Any failure by the Contractor to comply with any request by the Principal under this clause 6.3 will be considered a breach of an essential term of this Contract.
- (d) The Principal will take all reasonably practicable steps in accordance with section 54 of the GIPA Act to consult with the Contractor before providing any person with access to information relating to this Contract, in response to an access application under the GIPA Act, if it appears that the information:
 - vii. includes personal information about the Contractor or its employees; or
 - viii. concerns the Contractor's business, commercial, professional or financial interests.
 - ix. the Contractor may reasonably be expected to have concerns about disclosure of the information; and
 - x. those concerns may reasonably be expected to be relevant to the question of whether there is a public interest consideration against disclosure of the information.
- (e) The Contractor will ensure that the Principal has access in accordance with this clause 6.3 to such information held or controlled by the Contractor's approved sub-contractors in respect of the Goods and/or Services.

7. Communication Standard, review meetings and monitoring and evaluation

7.1 Designated representatives

- (a) The Contractor and Principal must both nominate a person as their representative.
- (b) The Contractor must notify the Principal within 5 Business Days of any change to its representative. If the Principal, acting reasonably, objects to the Contractor's replacement representative, the Contractor must use its best endeavours to promptly find a replacement who is satisfactory to the Principal.

7.2 Communication Standard

- (a) On formation of this Contract, the Contractor and the Principal are to develop and implement a communication standard for the Contract (**Communication Standard**). The developed standard must be consistent with the parties' obligations under this Contract and must address as a minimum:
- i. protocols for communication and issue resolution between the Contractor and the Principal;
 - ii. frequency of progress review meetings, critical milestones that will affect final delivery, reporting format for periodic progress review;
 - iii. a contingency plan for the timely and reliable provision of the Goods and/or Services which demonstrates how the Contractor will deal with delays; and
 - iv. any matters specifically required by the Specifications or any Special Conditions.
- (b) The Contractor must prepare a draft Communication Standard and submit it to the Principal's Representative within 10 days of signing of the Commencement Date. The Principal's Representative and the Contractor's Representative will use their best endeavours to finalise the Communication Standard, with a view to implementation within 10 Business Days of the date of submission of the draft Communication Standard to the Principal's Representative.

7.3 Review meetings

- (a) The Principal and the Contractor agree to regularly discuss provision of the Goods and/or Services to the Principal and this Contract generally.

7.4 Monitoring and evaluation

- (a) The Principal will monitor the Contractor's performance during the Term, considering:
- i. timeliness of provision of Goods and/or Services;
 - ii. regular reporting;
 - iii. compliance with Specifications;
 - iv. inspections undertaken by the Principal; and
 - v. communication protocols.
- (b) If the Contractor, in the Principal's reasonable opinion, is not performing in accordance with its obligations under this Contract, the Principal may notify the Contractor that it is unsatisfied with the Contractor's performance. Within 10 Business Days from the date of service of that notice, the Contractor's Representative and the Principal's Representative will meet and together:
- i. review the Contractor's performance against the requirements of this Contract; and
 - ii. draft a plan of corrective action to enable the Contractor to rectify the areas of non-performance.
- (c) If:
- i. the Contractor is unwilling or unable (without reasonable excuse) to meet with the Principal's Representative within 10 Business Days of the date of service of the notice referred to in subclause (b) above;
 - ii. the Contractor's Representative and the Principal's Representative fail within 10 Business Days of the first date of meeting to agree upon a plan of corrective action to enable the Contractor to rectify the areas of non-performance; or

- iii. the Contractor fails to undertake the agreed corrective action to the reasonable satisfaction of the Principal within 30 days of agreement on the plan or such other time as is specified in the plan,

then the Principal may terminate the Contract with immediate effect by serving notice of termination on the Contractor.

8. Confidentiality

8.1 Protection of Confidential Information

The Contractor must:

- (a) take all reasonable steps to keep the Confidential Information confidential at all times;
- (b) only use the Confidential Information to the extent necessary for compliance with this Contract; and
- (c) only disclose the Confidential Information to those of its Personnel who need to know such information for the purposes of providing the Goods and/or Services. The Contractor must inform such Personnel of the confidential nature of the Confidential Information and ascertain that such Personnel agree to strictly abide by the terms of this clause 8.1.

The Contractor acknowledges and agrees that it will be responsible for any breach of this clause 8.1 by any of its Personnel and any such breach shall be deemed to be a breach of this Contract by the Contractor.

8.2 Disclosures required by law

The Contractor may disclose Confidential Information if legally compelled to do so by any judicial or administrative body having authority to compel such disclosure in connection with any action or investigation. The Contractor must take all reasonably available legal measures to avoid such disclosure before doing so and must notify the Principal as soon as practicable after such disclosure is sought or ordered, so that the Principal may seek an appropriate protective order or other remedy.

8.3 Return of Confidential Information

The Contractor must deliver to the Principal or destroy, at the Principal's option, all documents and other materials in any medium in its possession or under its control which contain or refer to any Confidential Information on the earlier of demand by the Principal, expiry or termination of this Contract for any reason, or the time such documents and other materials are no longer required to provide the Goods and/or Services.

8.4 Media releases and public announcements

The Contractor may not use the Principal's name in any press release, advertising or other promotional material without the prior written consent of the Principal.

9. Privacy

Each party will comply with the Australian Privacy Principles (**APPs**) under the *Privacy Act* 1988 (Cth) and all applicable State legislation relating to the collection, holding, use and disclosure of personal information.

10. Warranties

The Contractor warrants that:

- (a) it has the necessary skills, experience, qualifications, resources, capacity and know-how to provide the Goods and/or Services in accordance with this Contract; and

- (b) any Goods will be of acceptable quality and fit for any purpose specified in writing in the Quote Documents.

11. Indemnity

- (a) The Contractor releases and indemnifies the Principal, their employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Contractor and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential loss) arising out of:
 - i. a breach of the Contractor's warranties or obligations contained in this Contract;
 - ii. the death of or personal injury to persons or property damage arising out of or in connection with the Goods and/or Services; or
 - iii. the failure of any Personnel of the Contractor to use reasonable care in carrying out the Contractor's obligations under this Contract;
 - iv. and from and against all damages, reasonable costs and expenses incurred in defending or settling any such claim, proceeding or demand.
- (b) The Contractor's liability under the indemnity in clause (a) will be reduced proportionately to the extent that any act or omission involving fault on the part of the Principal or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

12. Insurance

12.1 Effect and maintain insurance

- (a) The Contractor must, at its cost, take out and maintain for the Term and, with respect to professional indemnity insurance, for 7 years thereafter, with an insurer authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia (Authorised Insurer) except for workers' compensation insurance where a licence compliant with applicable law may apply, the following policies of insurance in relation to the Goods and/or Services provided:
 - i. a comprehensive public and products liability policy to cover all sums which it may become legally liable to pay as compensation consequent upon:
 - ii. death of, or bodily injury (including disease or illness) to, any person; and
 - iii. loss of, or damage to, property,
 - iv. arising out of or in connection with the Goods and/or Services. The limit of liability provided by this policy for each and every event must be not less than the amount specified in Item 6 of Schedule 1;
 - v. workers' compensation insurance for all employees, regardless of full, casual or part-time employment;
 - vi. comprehensive or unlimited third party property insurance (as applicable) for registered vehicles, equipment and plant; and
 - vii. other insurances on such terms as required by law or as reasonably required by the Principal.
- (b) The effecting of insurance does not limit the liabilities or obligations of the Contractor under this Contract.

12.2 General insurance requirements

- (a) All insurances required under this clause 12:
- (b) (**exclusions**): must not contain any unusual condition, exclusion, endorsement or alteration, not usually included in policies of the relevant class provided by Authorised Insurers to a reasonably and commercially prudent contractor in respect of goods and/or services the same as or similar to the Goods and/or Services, in light of all relevant circumstances, including the Contractor's obligations under this Contract, unless it is first approved in writing by the Principal;
- (c) (**named insured**): in the case of public liability insurance referred to in clause i must name the Principal as named insureds for their respective rights, interest and liabilities;
- (d) (**waiver and cross liability clause**): which name more than one insured must include a waiver and cross liability clause in which the insurer agrees:
 - i. to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured;
 - ii. that the term 'insured' applies to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result); and
 - iii. that any non-disclosure, breach of any duty or act or omission by one insured does not prejudice the right of any other insured to claim under any insurance;
- (e) (**prior notice**): in the case of the public liability insurance referred to in clause i must contain a term which requires the insurer to give the Principal 20 Business Days' notice prior to:
 - i. the insurer giving the Contractor a notice of cancellation;
 - ii. the insurer cancelling the policy on the Contractor;
 - iii. the Contractor allowing the policy to expire; or
 - iv. the insurer giving either party any other notice in respect of the policy;

12.3 General insurance obligations

The Contractor must:

- (a) not do or permit, or omit to do, anything which prejudices any insurance policy or recovery;
- (b) rectify anything which might, if not rectified, prejudice any insurance policy or recovery;
- (c) reinstate an insurance policy if it lapses;
- (d) not cancel, vary or allow any insurance to lapse without the prior written consent of the Principal;
- (e) ensure that the insurance policy wordings are governed by and construed in accordance with the law in force in the relevant jurisdiction;
- (f) immediately notify the Principal of any fact or circumstance or change in circumstances which may prejudice an insurance policy or recovery;
- (g) fully and promptly disclose every matter known to it, being a matter that:
 - i. it knows to be a matter relevant to the decision of the insurer whether to accept the risk and, if so, on what terms; or

- ii. a reasonable person in the circumstances could be expected to know to be a matter so relevant,
 - iii. to all relevant insurers (and any persons acting on their behalf) relating to the insurance policies (whether held solely or jointly with others) in all respects, including where failure to do so would violate or invalidate the relevant policy;
- (h) diligently pursue recovery of claims made under the insurance policies; and
- (i) comply at all times with the terms of each insurance policy.

12.4 Subcontractors to effect and maintain insurance

The Contractor must ensure that all approved subcontractors engaged in connection with this Contract, before commencing delivery under their respective, are either:

- (a) covered by the insurances that the Contractor is required to maintain in accordance with this clause 12 or such other amounts and periods as the Principal may determine or which the Quote Documents may require; or
- (b) effect and maintain policies of insurance of the same types and for amounts and periods set out in this clause 12 or such other amounts and periods as the Principal (acting reasonably) may determine or which the Quote Documents may require.

Nothing in this clause relieves the Contractor from its obligation to ensure that the Contractor's public liability insurance and professional indemnity insurance indemnify the Contractor for liability arising from the conduct of its subcontractors.

12.5 Evidence of currency

Within 5 Business Days of a request from the Principal, the Contractor must provide written evidence satisfactory to the Principal that it is (or its approved subcontractors are) maintaining the insurances required by this clause 12.

12.6 Potential claims

- (a) If any event occurs which may give rise to a claim involving the Principal under any policy of insurance described in this clause 12 then the Contractor must:
 - i. notify the Principal as soon as reasonably practicable but in any event within 5 Business Days of the occurrence of that event; and
 - ii. ensure that the Principal is kept fully informed of any subsequent actions and developments concerning the relevant claim.

12.7 Failure to insure

Without limiting any other rights or entitlements the Principal may have, until such time as the Contractor complies with its obligations under this clause 12 the Principal may withhold any payment otherwise due to the Contractor under this Contract.

13. Termination

13.1 Termination by Principal

- (a) The Principal may terminate this Contract immediately by giving written notice to the Contractor if:
 - i. The Principal is entitled to terminate this Contract under clause 7.4(c) or clause 15(c); or
 - ii. the Contractor is convicted of any offence, which in the opinion of the Principal, is relevant to the discharge of its obligations under this Contract.

13.2 Termination for cause

- (a) In addition to the Principal's rights under clause 13.1, the Principal may terminate this Contract immediately by giving written notice to the Contractor if the Contractor:
- i. Fails to provide the services within the agreed timeframe and/or in accordance with the specifications;
 - ii. Fails to rectify serious breaches within 30 days of receiving a notice in writing from Council's Representative which specifies the relevant breach;
 - iii. Assigns the rights under, or subcontractors the whole of part of the Contract without the written consent of Council;
 - iv. Becomes bankrupt, goes into liquidation, enters into an arrangement or composition with its creditors or if a receiver or manager is appointed in respect of the Contractor.

13.3 Effect of termination

- (a) Without limiting any other rights or entitlements the Principal may have, if the Principal terminates this Contract under clause 13.1 or clause i2:
- i. any losses that have been incurred by the Principal may be recoverable from the Contractor;
 - ii. the Principal may recover from the Contractor any sums paid for undelivered Goods and/or Services;
 - iii. the Principal may engage an alternative supplier to fulfil its immediate requirements; and
 - iv. the Principal will not be liable to pay compensation in any way for termination of this Contract.

13.4 Survival of provisions

Expiry or termination of this Contract does not affect any right of a party that has accrued prior to expiry or termination or the provisions of clauses 6.1 (Records), 6.2 (Right of Inspection), 6.3 (Government Information (Public Access) Act 2009 (GIPA Act), 8 (Confidentiality), 9 (Privacy), 10 (Warranties), 11 (Indemnity), 12 (Insurance), 16 (Dispute Resolution) and 17 (General).

14. Work Health & Safety and Environment

- (a) The Contractor must comply with:
- i. the Work Health and Safety Act 2011 (NSW);
 - ii. the Protection of the Environment Operations Act 1997 (NSW); and
 - iii. all other applicable Commonwealth, State or Territory statutory or regulatory requirements concerning the health and safety of its Personnel and the protection of the environment.
- (b) Without limiting any other provision of this Contract, the Contractor must:
- i. comply, and ensure that its Personnel comply, with all health and safety rules and regulations and environmental, security, quality and other directions or procedures applying at each location where the Goods and/or Services are provided. The Principal reserves the right to refuse or limit the Contractor's Personnel access to the Principal's premises;
 - ii. notify the Principal as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Goods and/or Services and provide related reports and statements as requested by the Principal; and

- iii. before the date on which the Goods and/or Services are to start, obtain, and at all times maintain, all necessary licences and consents.
- (c) The Principal is committed to the protection of the built and natural environment. The Contractor must effect adequate controls to ensure protection of the environment through the development of management plans, training of staff, and the provision of suitable emergency equipment and supplies. Information, such as contingency plans, relating to these controls need to be available for the Principal's review during the Term.

15. Conflict of Interest

- (a) The Contractor warrants that, to the best of its knowledge, as at the Commencement Date neither the Contractor nor any of its Personnel have, or are likely to have, a conflict of interest in the performance of the Contractor's obligations under this Contract.
- (b) The Contractor must during the Term:
 - i. take all reasonable measures to ensure that it or its Personnel do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to provide the Goods and/or Services for the Principal in good faith and objectively; and
 - ii. immediately give written notice to the Principal of any circumstances or relationships that will constitute a conflict or potential conflict of interest.
- (c) On receiving a notice from the Contractor under clause 15ii or if it is shown that the Contractor failed to disclose as part of its Quote any conflict of interest or potential conflict of interest, the Principal may, at its absolute discretion, terminate this Contract immediately by giving written notice to the Contractor.

16. Dispute resolution

16.1 Parties to use alternative processes

If a dispute arises out of or related to this Contract no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause 16.

16.2 Good faith negotiation

A party claiming that a dispute has arisen under or in relation to this Contract, must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within 5 Business Days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.

16.3 Compulsory processes

If the parties do not agree within 5 Business Days of receipt of the notice referred to in clause 16.2 as to the dispute resolution technique and procedures to be adopted, the time table for all steps in those procedures, and the selection of compensation of the independent person required for such a technique, then the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.

17. General

17.1 Entire agreement

This Contract contains the entire agreement between the relevant parties with respect to its subject matter. They set out the only conduct relied on by the relevant parties and supersede all earlier conduct by the relevant parties with respect to its subject matter. Any terms that may be subsequently presented by the Contractor to the Principal in respect of the supply of the Goods and/or Services (on an invoice or otherwise) do not form part of this Contract, unless specifically agreed by the parties in writing.

17.2 Variation

Any variation of this Contract must be in writing and signed by the parties thereto, unless this Contract expressly provides otherwise.

17.3 Assignment

- (a) The Contractor's obligations under this Contract are personal and the Contractor must not assign any of its rights or obligations under this Contract without the Principal's prior written consent.
- (b) The Principal may assign its rights or obligations under this Contract provided it gives written notice to the Contractor as soon as practicable afterwards.

17.4 No sub-contracting

The Contractor must not sub-contract the performance of any of its obligations under this Contract unless permitted under Item 7 of Schedule 1 or the Principal has given its prior written consent.

17.5 No partnership or agency

This Contract does not constitute any party the agent of the other or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of the other.

17.6 Notices

Any notice under this Contract may be served by hand delivery or by being forwarded by prepaid post to the attention of the representative of a party to the address set out in Item 5 of Schedule 1 of this Contract or to such other address as may be notified in writing by the party from time to time and in the case of service by post is deemed to have been received within four days after posting (7 days if sent to or from a place outside of Australia). Notices may be served by facsimile transmission or e-mail and are valid if in fact received, as demonstrated by a valid transmission report or notification of delivery to the recipient's computer.

17.7 Further assurances

Each party must take all steps, execute all documents and do everything reasonably required by the other party to give effect to the transactions contemplated by this Contract.

17.8 Severability

If any provision of this Contract (or part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected.

17.9 Waiver

No delay or indulgence by a party in enforcing this Contract will prejudice or restrict the rights of that party, nor will a waiver of those rights operate as a waiver of a subsequent breach.

17.10 Costs

Each party is to bear its own costs arising out of the negotiation, preparation, execution and (subject to other provisions of Contract) performance of this Contract.

17.11 Counterparts

This Contract may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

17.12 Signatories

The signatories to this Contract warrant that they have authority to enter into this Contract, respectively, on behalf of the party they are stated to represent.

17.13 Governing law

This Contract is governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

18. Force Majeure

- (a) For the purpose of the Contract, the term Force Majeure means:
- i. War and other hostilities (whether war be declared or not), invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;
 - ii. Rebellion, revolution, insurrection, military or usurped power or civil war;
 - iii. Riot, commotion or disorder except where solely restricted to employees of the Contractor or its subcontractors;
 - iv. Earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to be, the party claiming the force majeure;
 - v. A general industrial dispute not limited to the employees of the Contractor or the employees of any of its subcontractors.
- (b) If either Party considers that any circumstances of Force Majeure has occurred which may substantially alter the performance of its obligations, then he shall forthwith notify the other in writing to the effect giving full details of the circumstances giving rise to the Force Majeure event.
- (c) Neither party shall be considered to be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by any circumstances of Force Majeure which arise after the Commencement date of the Contract and which was not foreseeable at the Commencement Date of the Contract.
- (d) If the performance of the obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period of less than 30 days then during that period the contract shall be considered as suspended. Upon the ending of the Force Majeure event the contractual obligations of the Parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as agreed by the Parties. Notwithstanding such suspension, the Contractor shall use his best endeavours to assist Council in the performance of the Contract.
- (e) If the performance of such obligations of either Party under the Contract is so prevented by circumstances of Force Majeure and shall be so prevented for a period of 30 days or more then the Contract may be terminated by mutual consent and, subject to clause 18(f) neither party shall be liable to the other as a result of such termination.

- (f) If the Contract is so terminated then subject to the transfer to Council of the benefit referred to in 18(g), Council shall pay to the Contractor such reasonable sum as may be agreed between the Parties in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-clause then the Contractor shall repay the balance to Council.
- (g) The Contractor shall transfer to Council the benefit of all work done by him or his subcontractors in the performance of the Contract up to the date of the Force Majeure notice.

19. Intellectual Property

19.1 Background IP

- (a) Each party acknowledges that all Background IP remains the sole property of its owner and that it acquires no right, title or interest in or to the Background IP of any other party by virtue of a this Contract, other than as expressly set out in this Contract.
- (b) Each party grants to each other party (as required) a royalty-free, non-exclusive, non-transferable licence during the term of this Contract to use the Background IP owned by it for the sole purpose of providing the Goods and/or Services.

19.2 Deliverables

- (a) All Intellectual Property rights in the Deliverables vests in and is hereby assigned to the Principal upon its creation. Upon request, the Contractor must at its cost sign all documents (including assignment deeds) and do all things (including requiring its Personnel to sign documents) as may be necessary to vest, confirm, perfect and record ownership by the Principal in accordance with this clause 19.
- (b) The Contractor must promptly and fully disclose to the Principal all Intellectual Property rights in the Deliverables on completion of the Goods and/or Services or earlier termination of the Contract.
- (c) The Contractor grants to the Principal a royalty-free, non-exclusive, perpetual, irrevocable licence of its Background IP to permit the Principal to use the Deliverables (including the right to sublicense) and to exercise the ownership rights conferred on the Principal by this 19.
- (d) The Contractor must not, whether directly or indirectly or through any third party, take any action or assist any other person to take any action which may challenge the validity or ownership of the Confidential Information or the Intellectual Property rights in the Deliverables.
- (e) The Contractor must on request by the Principal obtain from its relevant Personnel written, unconditional and irrevocable consents to any act or omission that would otherwise infringe any Moral Rights they may have in the Deliverables, other than Moral Rights prohibiting false attribution of works. Copies of the consents must be provided to the Principal within 10 days of a request.

Schedule 1 – Contract Details

Item 1	Quote and Request for Quote	Quote dated [insert date] lodged by the Contractor in response to the RFQ*** - Removal of Stock Yards at Conargo Recreation Reserve	
Item 2	Commencement Date	Date of Letter of Acceptance	
Item 3	Initial Term	Not applicable	
Item 4	Renewal Term	Not applicable	
Item 5	Representatives	Contractor	Name: [insert] Position: [insert] Address: [insert] Email: [insert] Phone: [insert]
		Principal	Name: Mark Dalzell Position: Director Infrastructure Address: 180 Cressy Street, Deniliquin NSW 2710 Email: council@edwardriver.nsw.gov.au Phone: (03) 5898 3000
Item 6	Insurance	Public liability insurance: \$20,000,000	
Item 7	Sub-contracting	Not applicable	
Item 8	Special Conditions	Not applicable	
Item 9	Early Settlement Discount	Not applicable	
Item 10	Frequency of Payment Claims	At 100% completion of Works.	

Executed as an Agreement
Signed for and on behalf of

Edward River Council
ABN 90 407 359 958

.....
Authorised Signatory

.....
Name (printed)

.....
Position

.....
Date

[insert Contractor's name]
ABN [insert]

.....
Authorised Signatory

.....
Name (printed)

.....
Position

.....
Date

Part 3**Section 1 - Returnable Schedules****Returnable Schedule 1 – Quotation Forms Checklist**

The following forms **must** be completed as part of this Request for Quotation. Please acknowledge that each section has been completed and included in your submission by way of initialling each box.

Schedule No.	Schedule	Respondent's initial
Schedule 1	Quotation Forms Checklist	
Schedule 2	Execution by Respondent	
Schedule 3	Acknowledgement of Addenda and Notices	
Schedule 4	Statutory Declaration	
Schedule 5	Conflict of Interest Declaration	
Schedule 6	Respondent's Insurance Details	
Schedule 7	Work Health and Safety	
Schedule 8	Waste Management Plan	
Schedule 9	Previous Relevant Experience	
Schedule 10	Schedule of Prices	

Returnable Schedule 2 – Execution by Respondent

1. Effect of submitting this Offer Form

By executing and submitting this form (together with any material attached to it), the party named in the Schedule (Respondent) makes an irrevocable offer to the Council to enter into the Contract, subject to the terms of the Request for Quotation.

2. Formation of Contract

The Respondent agrees that, upon service of a Notice of Acceptance by Council on the Respondent, the Contract is formed between the Respondent and Council.

3. Execution of form of Contract

The Respondent warrants to Council that it will execute the Contract:
if requested to do so by Council; and
in accordance with the requirements of the Request for Quotation.

4. Definitions

Terms defined in the Request for Quotation have the same meaning when used in this Offer Form.

Schedule

Respondent's full name	
Respondent's ABN	
Respondent's Address	
Respondent's Contact Phone No	
Respondent's Contact Person	
Respondent's Contact Email	

Execution

Executed by the Respondent.

Signature

Name of person signing

Authority of person signing

Signature

Name of person signing

Authority of person signing

RFQ No:	Contractor Initial:	Date:
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Returnable Schedule 3 – Acknowledgement of Addenda and Notices

I/We, *[insert name of respondent]*, acknowledge receipt of the following

[Respondents must fully describe all documents including addenda and any notices which were issued by Edward River Council during the course of the quotation]

RFQ No:	Contractor Initial:	Date:
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Returnable Schedule 4 – Statutory Declaration

I, , do solemnly and sincerely declare that *[name of declarant]*
in respect of the Contract for [insert name of contract] that:

I hold the position of and am duly authorised by ("the Respondent") to make this declaration on its behalf and do so to the best of my knowledge, information and belief as to the accuracy of the material contained herein and after due enquires in relation to such material.

- (a) Neither the Respondent nor any of its servants or agents has entered into any contract, agreement or understanding to pay any money to any trade association in respect of the Contract; or
- (b) The Respondent has entered into a contract, arrangement or understanding to pay the sum of \$..... in the event of the Respondent being awarded the Contract referred to above.

(Delete whichever alternative is not relevant, and this note)

Neither the Respondent nor any of its servants or agents had any knowledge of the price of any other respondent prior to submitting its Quotation nor did the Respondent disclose to any rival respondent the Respondent's Quotation price prior to closing of the Quotation.

Neither the Respondent nor any of its servants or agents has entered into a contract, arrangement or understanding having the result that on being awarded it would pay to any unsuccessful Respondent any moneys in respect of or in relation to the Quotation or any contact resulting there from.

The Respondent is not aware of any fact, matter or thing that would materially affect the decision of Edward River Council in accepting the Quotation, except as disclosed in the Quotation.

The contents of the Quotation are true and correct.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: on
[place] *[date]*

.....
[signature of declarant]

in the presence of an authorised witness, who states:

I, , a
[name of authorised witness] *[qualification of authorised witness]*

certify the following matters concerning the making of this statutory declaration by the person who made it: *[* please cross out any text that does not apply]*

- 1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
- 2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification

document and the document I relied on was

[describe identification document relied on]

[signature of authorised witness, solicitor or JP] [date]

Returnable Schedule 5 – Conflict of Interest Declaration

I, _____ [your name]

And the company I represent

, _____ [company name]

and the company's directors, shareholders, officer and employees:

1. Have not offered or given, and will not offer or give, any financial reward or other inducement of any kind to any Edward River Council officer and/or Councillors, with respect to any of my dealings in relation to this Quotation.
2. Am not in any way connected with and do not have any actual or potential conflict of interest with any Edward River Council staff member or Councillor (whether employed on a permanent, casual or contractual basis).
3. I have read and understood the concept of conflict of interest as set out on the following page of this form.
4. I understand and accept that the Council reserves the right to terminate any contract, transaction or agreement that Council may enter into with me or the abovementioned company as a result of this Quotation, should it subsequently be shown that I have failed to disclose herein any matter or contravene any statement relevant to this declaration. I also accept Edward River Council's right to reject any future Tender or Quotation from the above-mentioned company, or me if I am shown to have made any false declaration herein or otherwise.

(name of person making declaration)

(name of witness)

(signature)

(signature of witness)

(date)

(date)

Conflict of Interest

Conflicts of interest occur when a council officer or staff member (employed on a permanent, casual or contractual basis) could be seen to be influenced by a personal interest in carrying out their public duty. This can be divided into two parts:

1. Non-Pecuniary Interest

A non-pecuniary interest is any private or personal interest with a council officer or staff member, delegate or councillor which does not relate to financial gain (eg kinship, friendship, membership of an association, society etc), or any involvement or interest in an activity.

2. Pecuniary Interest

A pecuniary interest is a financial interest that a person has in a matter because of a likelihood or expectation of financial gain or loss. This may apply to a person or persons in the Council with whom Respondents are associated, such as relatives, partners or associates.

Some related interests that may give rise to a conflict of interest include:

- A Respondent's financial interest (other than that relating to a quotation submission) in a matter that a council officer/staff deal with or the Respondent having friends or relatives with such an interest.
- A Respondent's co-ownership or co-interest in any asset, business transaction etc with any participating council officer/staff, delegate or councillor.

Personal relationship with any participating council officers/staff, delegate or councillor that go beyond the level of a professional relationship.

Dealing with Conflicts of Interest

A Respondent may often be the only person aware of the potential for the conflict of interest. It is the Respondent’s responsibility to avoid any financial or other interest with any council officer/staff, delegate or councillor. It is also their responsibility to disclose any potential or actual conflicts of interest when making quotation or tender submissions.

Where a Respondent has any doubts as to whether a conflict of interest exists, the Respondent should err on the side of caution by disclosing potential conflict.

A Respondent’s disclosure of any potential conflict of interest will be evaluated by the Quotation Evaluation Panel to determine the impact on the overall probity of the Respondent’s submission. Disclosure of a potential conflict of interest will not necessarily result in the disqualification or non-consideration of the Respondent’s submission.

Contract No: [Insert RFQ No]	Contractor Initial:	Date:
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Returnable Schedule 6 – Respondent’s Insurance Details

(a) Are you acting as a trustee of a trust?

Yes No

If yes, please provide the name of the trust and attach a copy of the trust deed and any related documents.

If there is no trust deed, provide the names and addresses of the beneficiaries of the trust in this space.

(b) Provide details of insurances currently held by you and any proposed sub-contractor that would be applicable to the provision of services under the contract.

Insurance Type	Policy No.	Extent of Cover		Expiry Date	Name of Insurer
		Per Incident	Aggregate		
Workers compensation/accident insurance					
Public Liability Insurance					
Other					

Please attach certificates of currency or copies of all insurance policies listed above.

Contract No: <i>[Insert RF No]</i>	Contractor Initial:	Date:
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Returnable Schedule 7 – Work Health and Safety

Edward River Council is interested in engaging only contractors who have a commitment to the safety of their staff and of the public who are affected by the contractor's operations.

Company WH&S Record	Response
Please provide the name and position of the person who is responsible for work health and safety within your organisation.	
What has been the company's accident record for the past three years?	
Has the company had any workers compensation claims in the past three years?	
Has the company had any incidents or near misses that were required to be reported to WorkCover in the past three years?	
Has the company received any fine, prosecution or improvement notice under the WHS Act or related legislation within the last 5 years?	
Work Health and Safety System	
Does your organisation have a Work Health and Safety Policy and System?	
Work Health and Safety Training	
Describe how safety and health training is conducted in your organisation.	
Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past twelve months.	
Safety and Health Workplace Inspection	
Are regular health and safety inspections at work sites undertaken?	
How are workplace safety and health inspection reports dealt with?	
Is there a procedure by which employees can report hazards at workplaces?	
Safety and Health Consultation	
Is there a workplace safety committee?	
Are there guidelines on procedures governing the safety committee operation?	

Is there a company safety officer?	
WHS Performance Monitoring	
Is there a system for recording and analysing safety performance statistics?	
Is safety performance on the agenda of management meetings?	
Is senior management involved in analysis of safety performance statistics?	

Schedule 8 – Waste Management Plan

(a) Edward River Council requires a detailed waste management plan outlining where the material from site will be re-used or disposed of:

Anticipated start date:	
Time to complete the project (weeks)	

Contract No: <i>[Insert RFQ No]</i>	Contractor Initial:	Date:
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Returnable Schedule 9 – Profile and Relevant Experience

Provide details of recent contracts that demonstrate expertise applicable to the goods/services to be provided under this contract.

Example 1	
Company Name	
Contact Name, Phone and Email	
Description of services provided	
Example 2	
Company Name	
Contact Name, Phone and Email	
Description of services provided	
Example 3	
Company Name	
Contact Name, Phone and Email	
Description of services provided	

Contract No: <i>[Insert RFQ No]</i>	Contractor Initial:	Date:
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Returnable Schedule 10 – Schedule of Prices

Respondents must complete the pricing schedule below (**Pricing Schedule**) for the rate(s) or price(s) to supply the Goods and/or Services.

Rate(s) or price(s) included in the Pricing Schedule:

- (a) Must be listed as GST inclusive;
- (b) Must include all overheads, profit and other expenses which the successful Respondent may incur in relation to the supply of the Goods and/or Services and performance of the successful Respondent’s obligations under the Contract, including delivery costs which are to be Free Into Store (FIS).
- (c) Will remain fixed for the Term.

Respondents are to complete either Section A or Section B of the Schedule of Prices.

SECTION A

The Respondent will pay Council \$ _____ for the completion of all Works required as part of this RFQ.

OR

SECTION B

Council will pay the Respondent \$ _____ including GST for the completion of all Works required as part of this RFQ.

Please note that the above figure is to be inclusive of GST and that the Respondent will issue Council with a Tax invoice for the claim.

Assumptions

List any assumptions you have made when formulating your pricing:

Contract No: <i>[Insert RFQ No]</i>	Contractor Initial:	Date:
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END OF RETURNABLE SCHEDULES

APPENDIX A – MAP OF SITE



APPENDIX B – PHOTOGRAPHS OF SITE



Photograph 1: Loading Ramps



Photograph 2: Yards