



## Tender for the Purchase of

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One (1) Minimum 90kW Tractor	
Open request for tenders	
Tender Number 165/2017	
Tenderer's Name:	
Date:	

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## 1. **Structure of this RFT**

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This RFT is comprised of four sections, being:

- 1.1 Section A - Background and General Information to Tenderers
- 1.2 Section B - Conditions of Tendering
- 1.3 Section C - Specifications
- 1.4 Section D - Tender Response Schedules

## 2. Section A – Background and General Information

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- 2.1 The Yorke Peninsula Council (the **Council**) invites tenders from Tenderers for the purchase of one (1) minimum 90kW tractor to be delivered to the Warooka Works Depot (the **Goods**).

### 3. Section B – Conditions of Tendering

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#### 3.1 Definitions

In this RFT, the following terms (unless inconsistent with the context) mean:

- 3.1.1 A reference to a **clause** is a reference to a clause of this RFT.
- 3.1.2 **Closing Date** means the time and date specified in clause 3.2.3, or such later time and date as may be notified in writing to Tenderers by the Council.
- 3.1.3 **Conditions of Tendering** means these conditions of Tendering as attached to Section B of this RFT.
- 3.1.4 **Conforming Tender** means a Tender described in clause 3.5.1.
- 3.1.5 **Goods** means the goods sought to be purchased by the Council pursuant to this RFT.
- 3.1.6 **Nominated Contact Person** means the person named in clause 3.3.1.
- 3.1.7 **Non-Conforming Tender** means a Tender does not meet the requirements set out in this RFT and/or the Tender Documents.
- 3.1.8 **Preferred Tender** means the Tenderer referred to in clause 3.9.
- 3.1.9 **RFT** means this Request for Tender.
- 3.1.10 **Specifications** means the specifications of the Goods specified in Section C of this RFT.
- 3.1.11 **Tender** means a tender submitted by a Tenderer pursuant to this RFT.
- 3.1.12 **Tender Documents** means the documents specified in clause 3.2.1.
- 3.1.13 **Tender Process** means the process for calling, receiving, evaluating and awarding of Tender(s) as proposed in clauses 3.2.7 and 3.2.8 of these Conditions of Tendering.
- 3.1.14 **Tender Response Schedules** are the forms attached to Section D of this RFT.
- 3.1.15 **Tenderer** has the meaning given to it in clause 3.2.2.
- 3.1.16 **Tenderer's Representative** means the person nominated by a Tenderer under clause 3.3.2.

#### 3.2 Request for Tender

The Council seeks Tenders from Tenderers for the sale and purchase of the Goods, which are further described in the Tender Documents.

##### 3.2.1 **Tender Documents**

The Tender Documents are comprised of:

- 3.2.1.1 these Conditions of Tendering;
- 3.2.1.2 the Specifications; and

3.2.1.3 the Tender Response Schedules.

### 3.2.2 **Obtaining a Copy of this RFT**

This RFT is open to any organisation or person who registers its interest and details with the Council and thereby obtains a copy of the Tender Documents (each such party is a **Tenderer**). Parties obtaining the Tender Documents (in soft copy) will be required to register their name and contact details at the time of issue of the documents.

### 3.2.3 **Lodgement of Tenders**

3.2.3.1 Tenders must be delivered to the Tender Box at the Council prior to 5.00pm (ACDT) on Thursday 16 March 2017 (the **Closing Date**).

3.2.3.2 Applications must be enclosed in an envelope and marked "CONFIDENTIAL" and be addressed as follows:

Tender 165/2017 – Purchase of One (1) Minimum 90kW Tractor  
Yorke Peninsula Council  
PO Box 57  
MAITLAND SA 5573

Closing Date: 5.00pm (ACDT), Thursday 16 March 2017.

3.2.3.3 Tenderers are required to lodge an original Tender plus seven (7) copies, each of which (including copies of all supporting documentation) is to be certified by the Tenderer to be true copies of the Tender.

3.2.3.4 Facsimile transmissions of Tenders will not be accepted.

### 3.2.4 **Late Tenders**

Tenders received after the Closing Date **WILL NOT** be considered or accepted.

### 3.2.5 **Extension of Time for the Submission of Tenders**

3.2.5.1 The Council may, in its absolute discretion, no less than two (2) business days before the Closing Date, extend the Closing Date by notice in writing to the Tenderers.

3.2.5.2 A Tenderer may request the Council to extend the Closing Date for the submission of a Tender by written application to the Nominated Contact Person.

(a) Any such requests must be received by the Nominated Contact Person at least five (5) business days prior to the Closing Date, and must provide sufficient reasons to support the request.

(b) It is entirely at the Council's discretion as to whether an extension is granted.

### 3.2.6 **Tender Validity Period**

3.2.6.1 All Tenders will remain open for acceptance by the Council for a period of not less than ninety (90) days after the Closing Date.

3.2.6.2 Once submitted, a Tenderer cannot withdraw its Tender without the prior consent of the Council, unless the Tender is withdrawn in writing before the Closing Date.

3.2.7 **Proposed Tender Process**

Tenders will be assessed in accordance with Council's Purchasing and Procurement Policy.

3.2.8 **Proposed Timing of Tender Process**

The proposed timing for the Tender Process is as follows:

<b>Request for Tenders</b>	6 March 2017
<b>Closing Date</b>	16 March 2017
<b>Notification to Successful Tenderer</b>	Mid-May 2017 <i>(indicative)</i>
<b>Commencement of Provision of Goods</b>	To be Confirmed with the Successful Tenderer

3.2.9 **Copying Tenders**

Tenderers must not use this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) for any purpose other than to prepare a Tender. This includes not copying this RFT or the RFT Documents (including any attached technical and other written information supplied by the Council) and providing a copy to any third party not involved in the preparation of a Tender.

3.3 **Communication between the Parties**

3.3.1 **Enquiries or Requests for Information or Clarification**

3.3.1.1 Any enquiries or requests for information or clarification regarding this RFT or the Tender Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is Mr Roy Dick.

3.3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Tenderer's enquiries or requests for information or clarification.

3.3.1.3 If the Council provides any information to a Tenderer by way of clarification, then the Council reserves the right to provide that information to other Tenderers.

3.3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Council should be construed as modifying this RFT or any of the Tender Documents, unless confirmed in writing by the Nominated Contact Person.

### 3.3.2 **Tenderer's Contact Person**

3.3.2.1 Tenderers are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this RFT (**Tenderer's Representative**).

3.3.2.2 Each Tenderer must notify the Council of its Tenderer's Representative within five (5) business days of obtaining the Tender Documents.

3.3.2.3 All communications with the Tenderer will be via the Tenderer's Representative.

### 3.3.3 **Site/Industry Briefing**

3.3.3.1 The Council may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

3.3.3.2 The Council reserves the right to require all Tenderers to attend the site/industry briefing.

3.3.3.3 Details of the briefing will be provided to Tenderers at least seven (7) business days prior to the briefing. Tenderers may be notified of the site/industry briefing by email, and Council may post the details of the briefing on the internet.

3.3.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two (2) business days before the briefing.

### 3.3.4 **Tenderer not to solicit the Council and its employees**

The Tenderer and its representatives must not interfere or attempt to interview or to discuss its Tender with Councillors or employees of the Council, other than the Nominated Contact Person. The Council reserves the right to reject any Tender submitted by a Tenderer which contravenes this clause.

## 3.4 **Tender Preparation**

### 3.4.1 **Tenderers to be informed**

Each Tenderer must, prior to submitting its Tender, become acquainted with the Goods to be supplied to the Council, and make all necessary examinations, investigations, inspections and deductions.

### 3.4.2 **Evidence of Registration or Licensing**

Each Tenderer must (if applicable) be licensed or registered for the sale of the Goods.

### 3.4.3 **Conflict of Interest**

Tenderers must inform Council of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is successful. If any conflict or potential conflict exists, the Tenderer must advise how it proposes to address this.



#### 3.4.4 **Use of Sub-contractors**

Where a Tenderer proposes to use resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

#### 3.4.5 **Ombudsman Act**

Tenderers should be aware that the *Ombudsman Act 1972 (SA)* has been amended so that the definition of “administrative act” under that Act includes an act done in the performance of functions under a contract with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Tenderer must ensure compliance with all obligations arising under that Act and any other applicable legislation.

#### 3.4.6 **Freedom of Information**

Tenderers should be aware that the *Freedom of Information Act 1991 (SA)* (**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

#### 3.4.7 **Collusion**

The Tenderer must not collude with any other Tenderers or potential Tenderers.

#### 3.4.8 **Tenderer's confidential information**

3.4.8.1 Subject to clauses 3.4.8.2 and 4, the Council will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

3.4.8.2 The Council will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:

- (a) is disclosed by the Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;
- (b) is disclosed to the Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
- (c) is disclosed by the Council to the responsible Minister;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

### 3.5 **Tender Documents**

#### 3.5.1 **Conforming Tenders**

A Conforming Tender is a Tender which meets all of the requirements set out in this RFT and the Tender Documents.

#### 3.5.2 **Non-Conforming Tenders**

The Council is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Tender. Failure to respond to or meet any of the requirements set out in this RFT and the Tender Documents will result in the Tender being deemed a Non-Conforming Tender.

#### 3.5.3 **Content of Tenders**

3.5.3.1 Tenderers are required to complete the Tender Response Schedules and submit them to the Council.

3.5.3.2 Tenderers can also supply any other additional information or documents. The Council may have reference to such additional information or documents in evaluating the Tenders.

3.5.3.3 All prices quoted by Tenderers in their Tender are:

- (a) to be in Australian dollars;
- (b) to be exclusive GST; and
- (c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

3.5.3.4 If a Tenderer proposes to supply the Goods on a basis different to that envisaged by the Tender Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Tender. The Council does not warrant that any discussion with the Council's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Tenders.

### 3.6 **Acknowledgement by Tenderers**

Tenderers acknowledge that the Council:

3.6.1 makes no representations and offers no undertakings in issuing this RFT or the Tender Documents;

3.6.2 is not bound to accept the lowest Tender or required to accept any Tender;

3.6.3 may accept all or part of any Tender;

3.6.4 may require one or more Tenderers (but is not obliged to require all) to supply further information and/or attend a conference or interview;

3.6.5 may require one or more Tenderers (but is not obliged to require all) to make presentation(s);

- 3.6.6 may undertake “due diligence” checks on any Tenderer, including verifying references and/or referees, and undertaking company searches and credit checks;
- 3.6.7 will not be responsible for any costs or expenses incurred by the Tenderer arising in any way from the preparation and submission of its Tender;
- 3.6.8 accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this RFT;
- 3.6.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Tender or prior to the issuing of an official Council purchase order for the Purchase of Goods or otherwise; and
- 3.6.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Council in respect of the Tender Documents or this RFT, but will only be bound by written advice provided by the Nominated Contact Person.

### 3.7 Council’s Rights

The Council reserves the right to:

- 3.7.1 amend, vary, supplement or terminate this RFT at any time;
- 3.7.2 accept or reject any Tender, including the lowest price tender;
- 3.7.3 negotiate with any supplier regarding all or any part of the Goods to be supplied pursuant to this RFT;
- 3.7.4 vary the timing and process referred to in clauses 3.2.7 and 3.2.8;
- 3.7.5 postpone or abandon this RFT;
- 3.7.6 add or remove any Tenderer;
- 3.7.7 accept or reject any Tenders whether or not they are Conforming Tenders;
- 3.7.8 accept all or part of any Tender;
- 3.7.9 negotiate or not negotiate with one or more Tenderers; and/or
- 3.7.10 discontinue negotiations with any Tenderer.

### 3.8 Tender Evaluation

- 3.8.1 In assessing Tenders, the Council will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):
  - 3.8.1.1 insurance;
  - 3.8.1.2 compliance with work health and safety requirements;
  - 3.8.1.3 customer service experience and capacity;
  - 3.8.1.4 the tendered prices, including the proposed pricing structure;
  - 3.8.1.5 the level of risk associated with the sale and purchase of the Goods;
  - 3.8.1.6 environmental management systems (if applicable);

- 3.8.1.7 degree of compliance with the requirements set out in this RFT and the Tender Documents; and
- 3.8.1.8 such other matters that Council considers relevant, including:
- (a) details of current and previous relevant experience in the supply of the Goods;
  - (b) the manufacture of any of the Goods;
  - (c) financial resources;
  - (d) staff resources; and
  - (e) current and future contracts/workload.

3.8.2 ***Use of Tender Documents***

The Council may use, retain and copy any information contained in the Tenders for the evaluation of this RFT and for the finalisation of an official Council purchase order for the purchase of the Goods.

3.8.3 ***Debriefing of Tenderers***

If requested, Tenderers may be debriefed against the Council's evaluation criteria. Tenderers will not be provided with information concerning other Tenderers, apart from publicly available information. No comparison with other Tenders will be made.

3.9 **Acceptance of Tender**

- 3.9.1 The Council reserves the right to negotiate different terms and conditions for the purchase of the Goods with any one or more Tenderers (each referred to as a **Preferred Tenderer**).
- 3.9.2 The Council and the Preferred Tenderer may (if required) enter into negotiations for the sale and purchase of the Goods.
- 3.9.3 If, despite their best endeavours and acting in good faith, the Council and the Preferred Tenderer are unable to negotiate and agree on terms for the sale and purchase of Goods, the Council reserves the right to negotiate with any other parties, including other Tenderers, for the supply of the Goods.
- 3.9.4 The successful Tenderer will be notified in writing by the Council of the Council's acceptance of its Tender. The successful Tenderer must not make any oral or written public statements in relation to the sale and purchase of the Goods until written notice is received by the Tenderer.
- 3.9.5 The notification of the acceptance of Tender by the Council creates an obligation on the Council and the successful Tenderer for the sale and purchase of the Goods (subject to any variations agreed pursuant to this clause 3.9).
- 3.9.6 The successful Tenderer acknowledges and agrees that all intellectual property created by the successful Tenderer arising out of the supply of Goods belongs to the Council, and the successful Tenderer will do all reasonable things necessary to assist the Council in the protection and transfer of ownership of the intellectual property resulting from the supply of the Goods.

### 3.10 **Unsuccessful Tenders**

Unsuccessful Tenderers must, if required by the Council, return the Tender Documents to the Council, once they have been advised that their Tender is unsuccessful.

### 3.11 **No Legal Requirement**

The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal obligation on the Council to purchase the Goods from the Tenderers.

## 4. **Governing Law**

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4.1 This RFT is governed by the law in South Australia.

4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

## 5. **ICAC**

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Tenderers acknowledge that if they enter into a contract with the Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012 (SA)* (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

## 6. Section C – Specifications for the Goods

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Council invites tenders for the supply and delivery of one (1) minimum 90kW tractor to be utilised for towing an approximately 14 tonne combination roller, undertaking road construction activities.

Please ensure your Tender incorporates and adequately references the following requirements:

- Minimum 90kW / 130hp engine front wheel assist tractor.
- Air-conditioned ROPS cabin.
- Twin (2 sets) rear remote hydraulic connections.
- Front and rear mudguards.
- Dual guarded amber rotating beacons fitted.
- Standard 7 pin plug fitted to rear of tractor.
- 2.5kg ABE dry powder fire extinguisher fitted.
- Radial tyres fitted to machine (brand and tyre size to be clearly specified). Tender may also include alternative tyres that can be fitted and associated cost variations.
- Lighting and mirrors to comply with Australian Road Rules and *Road Traffic Act 1961* (SA).
- Tinted windows to maximum legal limit.
- Council supplied VHF Radio shall be fitted by the machine supplier.
- Toolbox fitted. Tender must state toolbox dimensions and material type.
- "Yorke Peninsula Council" shall be sign written on the machine.
- Operator, workshop and spare parts manuals supplied, or electronic access provided.
- Registration to common expiry date of 1 July 2017.

### Trade

Tenders shall be submitted on a trade and no trade basis, with the trade basis including allowance for the trade-in of the following machine:

<b>Purchased</b>	<b>Description</b>	<b>Registration Number</b>	<b>Engine Number</b>	<b>VIN / Chassis Number</b>	<b>Approximate Machine Hours</b>
November 1996	Ford 8340 SLE Tractor	NPV-431	WK6351816G22	041498B	9 200

To arrange an inspection of this machine please contact Mr Guido Varricchio, Works Supervisor South, on telephone 0427 607 339.

### Further Information

- A fully detailed specification of the machine(s) offered is required. Where standard specification sheets are used, the configuration of the machine(s) offered is to be clearly identified (highlighting the appropriate descriptors will be acceptable).
- Tenderers are encouraged to submit a self-specification checklist ensuring that the machine(s) offered complies with the specifications as stated in this Request for Tender.
- Any optional extra equipment offered is to be clearly identified, fully detailed and the extra cost to fit clearly stated.
- Warranty and service details to be provided.

- Risk assessment documentation to be provided.
- Safe Operating Procedure (SOP) to be provided.
- Operator induction to be provided.
- Tenderers should allow for the delivery of the new tractor to the Warooka Works Depot and include the expected delivery time from point of order.

## 7. Section D – Tender Response Schedules

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### Schedule 1 Tender Form - Formal Offer

I/We \_\_\_\_\_ (Tenderer) on \_\_\_\_\_ having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide Goods described in the Specifications in accordance with the Contract for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;
2. irrevocably offers to provide the Goods in accordance with the Specifications which form part of the Tender Documents subject only to the variations set out in Schedule 6;
3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:
  - 3.1 prices or methods, factors or formulae used to calculate prices;
  - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
  - 3.3 the submission of a Non-Conforming Tender; and
  - 3.4 the quality, quantity, specifications or particulars of the Goods; and
4. holds this offer open and capable of acceptance by the Council for a period of ninety (90) days from the closing date.



The undersigned undertakes that if selected as the successful Tenderer, I/we/it will bound by the Conditions of Tendering.

**If the Tenderer is a company**, it must execute this Tender as follows:

<b>Executed by</b> _____ pursuant to section 127 of the <i>Corporations Act 2001</i> :	
Signature of Director	Signature of Director/Company Secretary <i>(Please delete as applicable)</i>
Name of Director (print)	Name of Director/Company Secretary (print)
<b>OR</b>	
Signature of Sole Director and Sole Company Secretary	
Name of Sole Director and Sole Company Secretary (print)	
<b>OR</b> <b>Signed for</b> _____ by an authorised representative in the presence of:	
Signature of witness	Signature of authorised representative
Name of witness (print)	Name of authorised representative (print)
	Position of authorised representative (print)

**If the Tenderer is an individual**, the document must be executed as follows:

<b>Signed by _____ in the presence of:</b>	
_____ Signature of witness	_____ Tenderer
_____ Name of witness (print)	

**If the Tenderer is a partnership**, the Tender must be executed as follows:

**Partner 1:**

<b>Signed sealed and delivered by _____ in the presence of:</b>	
_____ Signature of witness	_____ Signature of partner
_____ Name of witness (print)	
_____ Address of witness (print)	

**Partner 2:**

<b>Signed sealed and delivered by _____ in the presence of:</b>	
_____ Signature of witness	_____ Signature of partner
_____ Name of witness (print)	
_____ Address of witness (print)	

## Schedule 2 Tenderer's Details

<b>1. Name of Tenderer</b>  State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.  ABN number	
<b>2. Contact person</b>  Nominate a contact person for this tender to deal with any questions or queries that may arise.	
<b>3. Registered address</b>	
<b>4. Postal address</b>	
<b>5. Telephone</b>	
<b>6. Fax</b>	
<b>7. Email</b>	
<b>8. Tender conditions</b>  Tenderer to sign that it has read and understood this RFT and the Conditions of Tender.	
<b>9. Amendments to Tender Documents</b>  Tenderer to indicate the amendments it requests.	

**Schedule 3      Insurance**

Please complete and return the attached Contractor Information Request and associated documentation.

#### **Schedule 4      Conflict of Interest**

Please provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise.

**Schedule 5 Referees**

Please provide details of at least three (3) references who have purchased the similar Goods in the last twelve (12) months.

Reuse this page if more than three (3) references are provided.

<b>Client Name:</b>	
Address:	
Contact Name:	
Telephone:	
Value:	

<b>Client Name:</b>	
Address:	
Contact Name:	
Telephone:	
Value:	

<b>Client Name:</b>	
Address:	
Contact Name:	
Telephone:	
Value:	

**Schedule 6 Statement of Conformity**

If the Tender does not comply with all the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Tender must be read to disregard and render void any area of the Tender which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Tender may not be further considered.

NC = Non-conforming

PC = Partially conforming

AO = Alternate offer

Area of non-conformity and reason	NC/PC/AO

**Schedule 7      Delivery Schedule Plan**

Please stipulate the estimated timeline for delivery of the Goods:

Estimated Delivery Date:	
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## Schedule 8 Pricing

All prices must be listed exclusive of GST.

Please provide a breakdown of the costs for the Goods in the table below:

Including Trade-in	
Description	Total (GST Excl.)
One (1) Minimum 90kW Tractor	\$
Registration to Common Expiry Date of 1 July 2017	\$
Less Trade-in	-\$
<b>TOTAL</b>	<b>\$</b>

Excluding Trade-in	
Description	Total (GST Excl.)
One (1) Minimum 90kW Tractor	\$
Registration to Common Expiry Date of 1 July 2017	\$
<b>TOTAL</b>	<b>\$</b>

**PRINCIPAL OFFICE:**  
 8 Elizabeth Street, Maitland  
 Telephone (08)8832 0000

**ALL CORRESPONDENCE TO:**  
 PO Box 57, MAITLAND, SA 5573  
 Fax (08)8853 2494  
 Email: admin@yorke.sa.gov.au  
 Website: www.yorke.sa.gov.au



<h2>CONTRACTOR INFORMATION REQUEST</h2>	SF228
	Responsible Officer: Risk Management Officer
	Issue Date: 18/05/2016
	Next Review Date: April 2019

**ALL CONTRACTORS MUST COMPLETE THIS FORM AND PROVIDE RELEVANT INFORMATION BEFORE COMMENCING WORK**

Business Name:			
Personal Name:			
Address:	..... .....		
Phone:	H:	Fax:	Mob:
Email:			

The above stated Contractor acknowledges this Agreement relates to any services provided which require the production of a specified result on behalf of Yorke Peninsula Council (Principal Contractor) for the negotiated price based on the specific work required. The contractor is not committed to personally carry out any negotiated contract and may engage others to do the work but agrees to fix any defects before any final payment is released.

To enable Council to comply with Australian taxation and other applicable Legislation, the Contractor provides the following information and warrants it to be true and correct:

Description of Trade:			
Type of Business:	Sole Trader:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Company:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Partnership:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Company and/or Business Number:	ABN:	ACN:	

*Unless there is an ABN or ACN provided, Council is obliged to deduct tax at the full rate from any payments due to the contractor.*

## Contractor General and Insurance Information

### Public Liability Insurance

<u>What is Public Liability Insurance?</u> Insurance indemnifying the Insured against legal liability for personal injury and/or property damage claims made by third parties as a result of an accident occurring in connection with the Insured's (Contractor's) business. Required by all companies to protect them against claims arising from personal injury or property damage caused by their actions.	Do you have Public Liability Insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Public Liability Insurance Expiry Date:	____/____/____	
	Copy of your certificate of currency attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*A Certificate of Currency is ONLY issued by your insurance company or Broker.*

### Professional Indemnity Insurance

<u>What is Professional Indemnity Insurance?</u> Insurance indemnifying the insured against claims for breach of "Professional Duty" arising out of any negligent act, error or omission. It is relevant for professionals who give advice or act on behalf of Council and covers legal liability resulting from their negligence or a breach of their duty of care. Examples of professionals where this would be required include consultants, lawyers, doctors, accountants and insurance brokers.	Do you have Professional Indemnity Insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Professional Indemnity Insurance Expiry Date:	____/____/____	
	Copy of your certificate of currency attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### Return to Work Corporation of SA Act

Do you employ staff?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, are you a registered employer with Return to Work SA?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Policy Expiry Date:	____/____/____	
Copy of Policy attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### Sickness/Accident Insurance

Do you have Sickness/Accident Insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Insurance Expiry Date:	____/____/____	
Copy of Insurance Certificate attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

## CONTRACTOR WORK HEALTH AND SAFETY

### WHS Policies and Procedures

Do you have WHS Policies and Procedures for your company?	Policies: Yes <input type="checkbox"/> No <input type="checkbox"/>	Procedures: Yes <input type="checkbox"/> No <input type="checkbox"/>
Copies of relevant documents attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### Health and Safety Record

Has your company ever been prosecuted or fined under the WHS Act or related legislation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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### Safe Systems of Work

*It is Councils requirement that all Contractors complete a JSA prior to starting any works or contract.*

Does your company undertake?	Job Safety Analysis (JSA):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Safe Operating Procedures (SOP):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Safe Work Instructions (SWI):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of JSA/SOP/SWI attached?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have workers been provided with appropriate personal protective equipment (PPE), suitable for the work to be performed?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are first aid kits in all vehicles and have workers been instructed in the use of their contents (if appropriate)?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have an accident/incident reporting and investigation process?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are Safety Data Sheets readily available for all chemicals to be used onsite?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does your company undertake regular worksite WHS Inspections?		Yes <input type="checkbox"/>	No <input type="checkbox"/>

The Contractor acknowledges this Contractor Agreement relates to the Principal Contractors WHS Induction to sites and agrees with the controls as listed below:

Induction:	<p>Before commencing on Council sites, Contractors are required to ensure the following:</p> <ol style="list-style-type: none"> <li>1. General Induction:             <ol style="list-style-type: none"> <li>a. Council Contractor Agreement completed and signed.</li> <li>b. Contractor to provide the Principal Contractor with a copy of their WHS policy/statement. For contracts over \$250,000, the Contractor is to provide a WHS Management Plan and ensure their team members are aware of the Plan which must be followed in conjunction with the Principal Contractors WHS requirements. The plan must be kept with the contractor at any time.</li> <li>c. The contractor must inform all sub-contractors of the Principal Contractors site requirements and ensure they are followed at all times. This Plan must be kept in the contractors and/or team members at any time</li> </ol> </li> <li>2. Site Induction:             <ol style="list-style-type: none"> <li>a. Contractor Site Risk Assessment upon commencement on each specific Councils site.</li> </ol> </li> </ol>
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## CONTRACTOR ENVIRONMENTAL RULES AND CONTROL MEASURES

Everybody has a legal responsibility to take all reasonable and practicable measures to minimise or prevent environmental harm.

Council implements Environmental Protection best practice management designed to comply with the State Environmental Protection laws and local Council by-laws. This will include erosion control, sediment control and barriers, street sweeping and stabilised entry, where practicable.

The Contractor shall ensure these practices are respected through due diligence, thoughtful work practices and proper clean up. These practices include awareness of community expectations in relation to noise and dust control, minimisation of sediment run-off through silt/debris collection and minimisation of soil disturbance and erosion from excavating and earth movement.

### **Sand and soil stockpiles shall be placed wholly on the construction site behind sediment barriers.**

The Site Supervisor must approve removal of any such barriers. Soil/sediment build-up in or near gutters must be cleaned if there is a real or potential threat to the environment.

### **Concrete waste, household paint, oil, fuel, herbicides and pesticides must not be allowed to wash into gutters.**

The Contractor must ensure immediate clean-up if this occurs.

### **Entry and exit to work site should be by stabilised area**

Any stabilised site access must not be altered without the Site Supervisor's approval.

During the provision of *Services* the Contractor will not place any material that is *reasonably expected to move* in a position on the site that has the "potential" of eroding or washing away.

The Contractor shall clean-up any *real or potential* environmental problem at the end of the day and before a rain event. Refuse must be placed in the designated containment area before the Contractor leaves each day.

*Breach of these Site Environmental Protection and Control Measures constitutes a breach of the Contractor's Agreement with Council.*

**CONTRACTOR TRADE AND QUALIFICATIONS**

Company Name:			
Contractor Name:			
Builder/Trade Licence No.		Expiry Date:	____/____/____

***If Applicable***

Sub-Contracting Company Name:			
Sub-Contractor Name:			
Builder/Trade Licence No.		Expiry Date:	____/____/____

Employee Full Name	Builders Licence	White Card Number	Certificates Required to carry out Work i.e. Scaffolder/rigger	Date Council Received