General Conditions of Tender

Ugar Helicopter Service

TENDER NUMBER: TSIRC 2017-108

1. BACKGROUND

(a) Torres Strait Island Regional Council ('Council') is a Queensland-based Local Government regulated by the *Local Government Act 2009* (Qld), comprising 15 island-communities between the tip of Cape York and the Western Province of Papua New Guinea.

(b) Council invites Tenders from suitably qualified and experienced suppliers for the supply of the Goods and/or Services specified in Schedule 1.

(c) Tenders shall be made in accordance with the terms of the General Conditions.

2. GENERAL

2.1 Close of Tenders

Refer to Schedule 1, Item 2.

2.2 Validity Period of the Tender

The Validity Period of the Tender is 90 days or as otherwise extended by the agreement of the Tenderer and the Council.

2.3 Tender Deposit

Refer to Schedule 1, Item 8.

2.4 GST

The rates and prices to be submitted as part of the Tender shall EXCLUDE GST.

2.5 Reliance on Warranties

The Tenderer acknowledges that the Council will rely on the Tenderer's warranties in considering and, if the Council accepts the Tender, accepting the Tender.

3. TENDER AGREEMENT

3.1 Consideration

In consideration of:

(a) The Council inviting Tenders for the Goods and/or Services; and

(b) The Council agreeing to deal with and evaluate the Tender in accordance with these General Conditions; and

(c) The submission of the Tender by the Tenderer;

the Tenderer and Council agree to be bound by the General Conditions and the other Tender Documents ("the Tender Agreement").

3.2 Termination for Convenience

(a) The Council may unilaterally, in its sole discretion, terminate the Tender Agreement for its convenience at any time by giving written notice to the Tenderer.

(b) If the Council exercises its rights pursuant to clause 3.2(a), the Council shall not be responsible to the Tenderer for any loss, costs, expenses, demands or liability relating to the preparation or lodgment of the Tender or the termination of the Tender Agreement or otherwise be liable to the Tenderer or any third party affected by the decision.

4. INTERPRETATION

4.1 General

(a) Meanings assigned to words and expressions in the General Conditions shall apply to those words and expressions elsewhere in the Tender Documents.

(b) In the General Conditions references to the Council shall include agents, employees and representatives of the Council and references to the Tenderer shall include agents, employees and representatives of the Tender.

(c) The clause and sub-clause headings in the General Conditions shall not form part of the General Conditions and shall not be used in the interpretation of the General Conditions.

(d) Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender.

(e) If any part of the General Conditions is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the General Conditions will not be affected and the General Conditions will read as if the part had been deleted.

4.2 Definitions

'Conforming Tender' has the meaning given to it by clause 10.3.

'Contract' means the General Conditions of Contract annexed to the General Conditions at Schedule 3.

'General Conditions' means these General Conditions of Tender.

'Intellectual Property Rights' means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

'Tender' means an offer submitted by a Tenderer.

'Tenderer' means:

(a) a person issued with Tender Documents; or

(b) a person who has lodged a Tender.

'Tender Documents' means all documents issued or referred to by the Council for the purposes of tendering, including but not limited to the General Conditions, Tender Form, the Contract, specifications, drawings, Council instructions/directives etc.

'Tender Form' means the Tender Form comprising Schedule 2 to the General Conditions.

'Validity Period' is the period stated in clause 2.2.

5. LODGEMENT OF TENDERS

(a) Tenders must be lodged in accordance with the requirements in Schedule 1.

(b) The Council will not admit for consideration any Tender not received by the Council in accordance with this clause 5(a).

6. TENDER DOCUMENTS

The Tenderer shall ensure that all specification, drawings, plans and other documents identified as being issued with or as part of the Tender Documents are contained within the Tender Documents.

7. FORM AND CONTENT OF TENDER

7.1 Tenders

(a) Tenders shall be in the form of Schedule 2 (Tender Form) to the General Conditions.

(b) All Parts of Schedule 2 shall be completed by the Tenderer.

(c) If any error is made in the calculations or summation of the itemised Rates in Schedule 2, the Tenderer shall be bound by the Rates stated. These Rates shall be adopted into the Contract.

7.2 Schedules

The Tenderer shall complete and submit as the Tender all the forms and schedules and all of the information and drawings required by the Tender Documents to be submitted together with any additional information considered necessary to support the Tender.

7.3 Language and Units of Measurement and Standards

The Tender, together with any documents submitted with the Tender, shall be written in the English language and measurements and quantities shall be in units consistent with the provisions of the *National Measurement Act 1960* and subsequent amendments.

The Australian Standard Publications referred to in the Tender Documents are obtainable from the Standards Association of Australia.

8. TENDER PRICE & RATES

8.1 Currency

All Tender prices and rates shall be expressed in Australian Currency.

8.2 Goods and Services Tax

The rates and prices to be submitted as part of the Tender shall be EXCLUSIVE OF GST.

The Contract expresses the obligations of the Council and the Contractor as they relate to the payment or reimbursement of any Goods and Services Tax. The Tender shall be deemed to allow for such requirements in the Tender unless details are provided in accordance with clause 10.

8.3 Rise and Fall

The Tender is not subject to Rise and Fall for the Term. Tenders may be varied in accordance with the provisions of the Contract.

9. SIGNING AND COMPLETION OF THE TENDER

9.1 Tenderer's Details and Signing

(a) The Tender Form shall be completed and signed by the Tenderer and, where specifically required, a witness. If the Tenderer is:

(i) an individual, the Tender shall identify the full Christian or given names, surname and address of the Tenderer;

(ii) an individual, individuals or corporation trading as a business name, the Tender shall identify the names and address of all proprietors and the address of the Council place of business;

(iii) a corporation, the full name of the corporation, the Australian Business Number (ABN) and the address of the registered office of the company.

(b) An overseas Tenderer shall nominate an office in Australia:

(i) at which the Council is able to communicate in writing and by facsimile and telephone with the Tenderer;

(ii) to which acceptance of the Tender may be sent; and

(iii) to which notices under the Contract may delivered.

(c) The Tender Price and or tendered Rates shall be submitted on the Tender Form provided.

9.2 Joint Tenders

Where a Tender is lodged in the name of two (2) or more persons or corporations either by way of Joint Venture, partnership or otherwise irrespective of the relationship between the parties, each such person or corporation shall be jointly and severally bound by the terms of the Tender and, if the Tender is accepted, be jointly and severally bound by the terms of the Contract.

9.3 Alterations

Any alteration in the Tender shall be initialed by the Tenderer and the witness referred to 9.1(a) above.

10. CONFORMING AND ALTERNATIVE TENDERS

10.1 Obligations of the Council

The Council's sole obligation to the Tenderer pursuant to these General Conditions shall be to evaluate a Tender provided that it complies with clauses 10.2, 10.3, 10.4 and 10.5.

10.2 General

The Tenderer may submit one (1) or more Tenders. However, the Tenderer is required to submit a "Conforming Tender" as defined in clause 10.3.

10.3 Conforming Tender

A Conforming Tender shall comply with each of the following:

(a) The Goods and/or Services offered and the contractual and commercial conditions offered (if any) shall be in accordance with the Tender Documents.

(b) The Goods and/or Services offered shall conform with all laws and shall meet all safety standards to the satisfaction of the Council.

(c) The Tender shall comply with these General Conditions and any other tendering requirements stated in the Tender Documents, including without limitation:

(i) The Tender shall be lodged by the time specified for the closing of tenders and otherwise comply with clause 5.

(ii) The Tender shall be in the form required by and otherwise comply with clause 7 and this clause 10.

(iii) The Tender shall comply with the pricing requirements pursuant to clause 8.

(iv) The Tender shall comply with the signing requirements of and provide details pursuant to clause 9.

(v) The Tenderer shall not canvass the Council pursuant to clause 17.

(vi) The Tenderer shall provide additional information pursuant to clause 18.

(vii) The Tenderer shall not collude with another Tenderer pursuant to clause 22.

(viii) The Tender shall include acknowledgment of receipt of and allowance for all Notices to Tenderers pursuant to clause 23.

10.4 Alternative Tenders

(a) Alternative Tenders may be submitted provided that a Conforming Tender in accordance with clause 10.3 has also been submitted. Subject to this requirement, alternative Tenders may be submitted for Goods and/or Services not identical to that specified in the Tender Documents, but at least equal in all major respects to the Goods and/or Services as specified in the Tender Documents. Any alternative Tender must provide some anticipated benefit to the Council, eg. in technical or monetary terms, and that such alternative Goods and/or Services and benefit are clearly stated in the alternative Tender.

(b) Each alternative Tender shall:

(i) Be on separate Schedule 2 and be clearly identified as an "Alternative Tender";

(ii) Clearly identify:

A the alternatives to and departures from the Tender Documents. These alternatives and departures shall be listed in a separate section of the Tender titled "Alternatives and Departures from the Tender Documents",

B the alternatives and departures shall be detailed in the same order as the Tender Documents and the relevant Specification clauses, and

C the price for each alternative item, which shall be fully detailed in the appropriate price Schedule;

(ii) In addition to 10.4(b)(ii)(C), provide the price information of the corresponding item specified in the Tender Documents as included in the Conforming Tender.

(c) For each alternative item and departure from the Tender Documents, the price shall be stated on the basis that all, any or none of the items may be accepted by the Council. If the inclusion of an alternative

item or departure is dependent on other items being included or excluded, then these dependencies shall be detailed.

10.5 General Statements of Non Compliance with the Tender Documents

A Tender that includes:

(a) A statement such as:

(i) "Tender complies except as stated otherwise";

(ii) " . . . except for minor items to be negotiated . . .";

(iii) " . . . except as detailed in the Tender . . .";

(iv) " . . . as required . . ."

or the like in response to a requirement in the Tender Documents, or

(b) The Tenderer's General Conditions of Tender, contract or sale which differ from those contained in the Tender Documents and that does not comply with clause 10.4,

may, at the sole discretion of the Council, be deemed not to be a Conforming Tender.

10.6 Right to Negotiate

The Council reserves the right, exercisable at its sole discretion, to negotiate with any Tenderer or Tenderers any aspect of its or their Tender, including without limitation any:

(i) Addition to, deletion from or change in character of the Goods and/or Services; or

(ii) Alternative to or departure from the Tender Documents,

whether or not the Tender the subject of the negotiation or any other Tender complies with the provisions of this clause 10.

11. TENDERER TO ACQUAINT ITSELF BEFORE TENDERING

11.1 General

(a) Prior to submitting its Tender, the Tenderer shall, and warrants that it has, carried out all relevant investigations and has examined and acquainted itself with and satisfied itself:

(i) That it has been issued all the Tender Documents;

(ii) That it has availed itself of all information which is relevant to the risks, contingencies and other circumstances which could affect the Tender or the performance of the Contract and which is obtainable by the making of reasonable enquiries, including without limitation:

A the likely conditions at and near the various Islands during the provision of the Goods and/or Services, including without limitation possible weather conditions, cyclones, seasonal wet conditions, flooding, navigational limitations and tides;

B the nature of the work, including knowledge and understanding of cultural and heritage values;

(b) The accuracy, correctness and sufficiency of its Tender and that the tendered prices and tendered rates allow for completing all the work and performing all of the obligations of the Contractor under the Contract in accordance with the Contract; and

(c) The Tender being in accordance with the Tender Documents, except as otherwise stated in the Tender; and

(d) The provisions of the statutory requirements relating to confidentiality pursuant to clause 20.

(e) The Council does not warrant nor guarantee the accuracy or completeness of information made available to the Tenderer and disclaims all responsibility, whether in tort or in contract or otherwise, for this and for any interpretation of any such information.

The Tenderer:

(i) Shall make its own interpretations, deductions and conclusions from the information made available;

(ii) Shall carry out its own investigations and shall accept full responsibility for such information, interpretations, deductions and conclusions; and

(iii) Hereby releases the Council from all and any claims related or connected to information made available to the Tenderer by or on behalf of the Council.

11.2 Tender Documents

(a) If the Tenderer has any doubt as to the meaning or intention of the Tender Documents or any document incorporated in it by reference, or if further information is required to ensure a clear and correct understanding of the nature and extent of the work to be carried out under the Contract, the Tenderer shall request additional information from the Council's Representative whose name and contact details are stated in Schedule 1.

(b) The Tenderer may, within a reasonable time before the specified time for the closing of Tenders stated in clause 2.1, request in writing the Council's Representative to provide information on any point of doubt, ambiguity or conflict in the Tender Documents. The Council's Representative response to such a request may, at Council's Representative's sole discretion, be given to all known intending Tenderers.

(c) If, when submitting the Tender, the Tenderer still has any doubt as to the meaning of any part of the Tender Documents, a statement of the interpretation upon which the Tenderer relies and upon which the Tender is based shall be included in the Tender and the Council will take this statement into account when considering the Tender.

11.3 Claims Not Allowed

Claims under the Contract for extra cost or for an extension of time will not be allowed on any grounds that insufficient or inaccurate information was given in the Tender Documents or that the Tenderer was not conversant with the conditions prevailing or likely to prevail which affect or may affect the Goods and/or Services to be provided under the Contract without limitation, and the Tenderer hereby releases the Council from all such claims.

12. ORAL ADVICE

Oral advice or information given or obtained in respect of the Tender Documents shall not constitute nor imply any warranty or a representation to the Tenderer and shall not be binding on the Council. The Council shall be bound, to the extent provided for in these General Conditions, only by advice or information furnished by the Council's Representative in writing.

13. TENDERER'S SKILL

The Tenderer warrants that it has the skill, expertise, qualifications, insurances and resources necessary to provide the Goods and/or Services in accordance with the Contract.

The Tenderer shall, upon demand in writing by the Council, be required to provide evidence to provide that it has such skill, expertise, qualifications, insurances and resources necessary to provide the Goods and/or Services in accordance with the Contract.

14. TENDER DEPOSIT

14.1 Requirement and Lodging Tender Deposit

The Tender deposit in the amount stated Item 8 of Schedule 1 shall be provided with the Tender and shall be attached to the Tender Form. The Tender deposit shall be lodged in the form of Australian Treasury Notes, Bank draft, Bank cheque or money order made payable to the Council.

The Tender deposit shall be:

(a) Returned to the Tenderer if the Tender is unsuccessful and the Tenderer is not in default of the General Conditions; or

(b) If the Tenderer is in default of the General Conditions, the agreed compensation payable to the Council by the Tenderer for the Council's handling and administration and other costs in relation to the Tender submitted by a defaulting Tenderer.

The Council and the Tenderer agree that the Tender deposit is not a penalty but a true estimate of the loss that will be suffered by the Council because of the Tenderer's default of the Tender Agreement; or

(c) If the Tender is accepted by the Council, held as security under the Contract to the extent that the amount of the Tender deposit satisfies the amount of security required under the Contract until the full amount of security under the Contract is provided.

14.2 Return of Tender Deposit to Unsuccessful Tenders

Except as otherwise provided in this clause 14 the Tender deposit will be returned to the Tenderer within fourteen (14) days after:

(a) Another Tenderer's Tender has been accepted; or

(b) The date of written notification to the Tenderer that the Council will not accept a Tender; or

(c) The expiry of the Validity Period of the Tender, provided that an extension of the Validity Period of the Tender is not agreed to by the Tenderer and the Council; or

(d) The General Conditions between Council and the Tenderer have been terminated pursuant to clause 3.2

provided that the Tenderer has not breached the General Conditions.

14.3 Forfeiture of Tender Deposit

The Tender Deposit shall, pursuant to clause 14.1(b), be forfeited to the Council in the event of the Tenderer withdrawing its Tender before the expiration of the Validity Period of the Tender or agreed extension thereof or otherwise committing an act or failing to act in default of the General Conditions.

15. OPENING OF TENDERS

The Tenderer or its representative shall be entitled to be present at the opening of the Tender box and at the opening of Tenders.

16. ACKNOWLEDGMENT OF TENDER

The Council may acknowledge receipt of the Tender and Tender deposit. Any such acknowledgment shall not imply that the Tender has been submitted in accordance with the Tender Documents.

17. CANVASSING

The Tenderer shall not canvass the Council in relation to the Tender.

Except as provided in the Tender Documents, the Tenderer shall not discuss or attempt to discuss any matter in relation to its Tender or any other Tender with the Council.

Should the Tenderer desire to make an oral explanation or to submit orally additional information concerning the Tender, a written request for a meeting shall be submitted. The request shall state the reason why such a meeting is sought.

The Tenderer may seek clarification of any provision of the Tender Documents. The Council's response shall be in writing and be subject to clause 23 and the Council may provide any clarification furnished to all other Tenderers.

18. INFORMATION REQUIRED AFTER OPENING OF TENDERS

The Tenderer shall provide, after the opening of Tenders, all additional information as may be requested by the Council for evaluation of a Tender and assessment of the Tenderer's performance and financial capability in a form satisfactory to the Council including without limitation, record of subsequent discussion at a tender interview pursuant to the following paragraph. Any additional information provided by the Tenderer shall comply with clause 10.

The Council may interview the Tenderer in relation to the Tender at which final agreed resolutions shall be signed by the Tenderer and the Council. The Tenderer shall attend or be represented at such interviews by a responsible member or members of its staff who are:

(a) Conversant with all technical, financial and contractual details of the Tender,

(b) Authorised to make, at the interview, any decision on behalf of the Tenderer, and

(c) Able to indicate the relative values of any items under discussion.

Completed and resolved additional information will form part of the Tender and will be incorporated in the Contract unless agreed otherwise.

19. ACCEPTANCE OF TENDER

Despite:

(a) Any other provision of the General Conditions; or

(b) Compliance or non compliance of any Tender with the Tender Documents;

(c) The Council negotiating with the Tenderer or any Tenderer;

the Council, in its sole discretion,

(d) May consider, negotiate and accept or reject any Tender or reject all Tenders;

(e) May terminate for its convenience pursuant to clause 3.2 the General Conditions between Council and any or all Tenderers;

(f) May invite best and final offers from any or all Tenderers; and

the Council shall not be liable to the Tenderer for any costs or damages of the Tenderer arising from the Tenderer preparing and lodging the tender or the Council inviting tenders or exercising any of its rights pursuant to the General Conditions. The Tenderer agrees that it will bear all such costs and damages without compensation by the Council.

The Tender shall not be accepted other than by written notification by the Council to the successful Tenderer.

Unless and until a formal agreement is executed the Tender together with the Council's written notice of acceptance of the Tender, or an offer including a counter-offer by a party together with the acceptance in writing by the other party of the offer, shall constitute the Contract between the Council and the successful Tenderer.

If its Tender is successful, the Tenderer shall when requested by the Council's Representative execute, sign and deliver to the Council the Contract in the form included in Schedule 3 of the General Conditions. If the Tenderer fails, neglects or refuses to execute the Contract as requested, the Council may, in its sole discretion and in addition to and without prejudice to any of its rights contained in the General Conditions or to any other right power or remedy of the Council, notify the successful Tenderer in writing that the Council intends to exercise its rights under the General Conditions and/or Contract and the successful Tenderer shall not be entitled under any circumstances to claim for any cost, loss or damage.

The Contract shall come into force on the date of the Council's notice of acceptance of the Tender.

20. DISCLOSURE OF TENDER INFORMATION

20.1 General Disclosure

The Tenderer agrees that the Council may disclose:

(a) Such information to the Council's consultants, agents and advisers as may be necessary to evaluate Tenders and obtain approval to accept a Tender. The Tenderer further agrees that after the Contract has been awarded, the name of the successful Tenderer may be notified in writing to unsuccessful Tenderers; and

(b) The contract value referred to in clause 7.1(c).

20.2 Disclosure of Information

Under certain circumstances, Information provided to the Council may be subject to disclosure under the *Information Privacy Act 2009* (Qld) (the Act).

Where any such tendered information is provided on a confidential basis or relates to the Tenderer's trade secrets and/or business, professional, commercial or financial affairs, the Tenderer should clearly endorse the information accordingly. Such endorsement may be taken into account when deciding if the Tenderer should be consulted prior to disclosure or if the information should be disclosed under the Act.

Notwithstanding any such endorsement by the Tenderer, the Council does not undertake that the Tenderer will be consulted or that any information will not be disclosed under the Act.

The Tender shall satisfy itself prior to lodgment of the Tender of the provisions of the Act and decide the extent and nature of documentation to be submitted as part of and with the Tender. This clause 20 shall not relieve the Tenderer of any of its obligations under the General Conditions.

21. INTELLECTUAL PROPERTY

21.1 Copyright in the Tender Documents

The Tender Documents are and shall remain the property of the Council. All Intellectual Property Rights in the Tender Documents are the property of the Council and the Tender Documents shall not be used by the Tenderer for purposes other than the preparation of a Tender for the proposed Contract except with the prior written approval of the Council.

21.2 Tender

The Tender, complete with all supporting documents, shall become and remain the property of the Council. Intellectual Property Rights in all material submitted by the successful Tenderer in its Tender is hereby irrevocably and unconditionally assigned to the Council upon acceptance of the Tender. To the extent that such Intellectual Property Rights (whether of the Tenderer or a third party) cannot be assigned until their creation, such intellectual property rights shall thereupon be irrevocably and unconditionally assigned to the Council.

To the extent that any material submitted in the successful Tender is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer shall procure an irrevocable and unconditional assignment of all such Intellectual Property Rights to the Council.

The Tenderer warrants that the Intellectual Property Rights to be assigned to the Council do not and will not infringe the Intellectual Property Rights of any person. The Tenderer fully indemnifies the Council against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Council alleging that the material contained in the Tender or acts by the Council in relation to the Council's use of the Tender material infringe any Intellectual Property Rights of that third party.

The provisions of this clause 21 shall survive the expiry of the General Conditions and shall not be extinguished by the termination of the General Conditions.

21.3 Confidentiality

All information contained in the Tender Documents which is not in the public domain is to be treated as confidential ("Confidential Information"). Confidential Information contained in the Tender Documents is only to be used for the purpose of preparing a Tender in response to the Invitation to Tender and the Tender Documents.

A party issued with Tender Documents:

(a) Must ensure that only appropriate employees have access to the Confidential Information. In all such cases, the party is to inform such employees of the confidential nature of the information and that it must not be disclosed;

(b) Must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever for any reason, or use or permit it to be used directly or indirectly for any reason, except as required by law; and

(c) Fully indemnifies the Council against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of disclosure or unauthorised use of Confidential Information by the party, its employees and agents.

The provisions of this clause 21.3 shall survive the expiry of the General Conditions and shall not be extinguished by the termination of the General Conditions.

22. NO COLLUSION

The Tenderer warrants that the Tender is in all respects an independent Tender and that no collusion has taken place between the Tenderer and any other Tenderer or interested party in the preparation of the whole or any part of its Tender or any other Tender. The Tenderer agrees that a breach of the foregoing warranty shall be grounds for termination of the Contract and/or a claim for damages by the Council.

The provisions of this clause 22 shall survive the expiry of the General Conditions and shall not be extinguished by the termination of the General Conditions.

23. NOTICE TO TENDERERS

The Council reserves the right at any time and from time to time before the time specified for the closing of Tenders pursuant to clause 2.1 to issue (by notice in writing to the Tenderer and all other Tenderers) clarifications, variations, additions to, or deletions from all or any of the elements of the Tender Documents.

Such notification in writing will be entitled "Notice to Tenderers" and will form part of the Tender Documents. The Tender shall contain an acknowledgment that the Tender allows for all such variations, additions or deletions.

25. ASSESSMENT CRITERIA

Tenders received for this Contract will be evaluated in accordance with Council's Procurement Policy. The key criteria identified in Schedule 1, Item 6 will be considered.

SCHEDULE 1 - REFERENCE DATA

ITEM 1: CONTRACT TYPE	Helicopter Services
ITEM 2: WORKS/ SPECIFICATION	A weekly scheduled helicopter service Horn Is → Ugar Is → Erub Is → Ugar Is → HI (or as varied by agreement) for a period of approximately 3 years (funding dependent), commencing January 2018.
ITEM 3: TENDER CLOSE DATE	**5:00pm Wednesday 10 January 2018**
ITEM 4: TENDER INSTRUCTIONS	Tenders may only be submitted: (a) by email directly to tenders@tsirc.qld.gov.au; or (b) directly to Council's Tender Box. Tenders shall not be sent or transmitted direct to the Council by post or facsimile or to any email address other than the email address specified above. Submissions to the Tender Box shall not be sent by post. Submissions to the Tender Box are to be delivered on a business day between the hours of 9am and 5pm and submitted to the Tender Box at: **Level 3, 111-115 Grafton Street** **CAIRNS QLD 4870** All Tenders are to be placed in a sealed envelope marked: - **Tender No.** **TSIRC 2017-108 Ugar Helicopter Service** **Torres Strait Island Regional Council** **Attention: Chief Executive Officer**
ITEM 5: TERM OF CONTRACT	**Three (3) years (funding dependent) with a possible extension at Council's discretion by written notice prior to the expiry of the initial three-year term.**

ITEM 6: ASSESSMENT CRITERIA

EVALUATION CRITERIA	WEIGHTING %
Price	20
Management skills – with particular reference to consultancy, methodology, scheduling, organisation, quality systems, reporting structure, client liaison and financial performance (past two years of audited statements required) – evidence of a structured process for invoicing, scheduling and recording orders	20
Relevant experience / track record – demonstrated delivery of similar services (type and scale of work) within remote communities and/or for local government	25
Technical skills – people (qualifications) and systems meet the needs under the specification	20
Demonstrated understanding of Scope of Works	15

ITEM 7: COUNCIL'S REPRESENTATIVE

Name:	Torres Strait Island Regional Council
Contact:	Manager Procurement & Fleet
Physical Address:	Lot 12 Francis Road
	HAMMOND ISLAND QLD 4875
Postal Address:	PO Box 7336
	CAIRNS QLD 4875
Phone:	(07) 4034 5700
Fax:	(07) 4034 5750

ITEM 8: TENDER DEPOSIT

NA

SCHEDULE 2 – TENDER FORM

[TO BE COMPLETED BY THE TENDERER]

'Tender – [INSERT PROGRAM DESCRIPTION AND TENDER REFERENCE]'

Torres Strait Island Regional Council

Attention: Chief Executive Officer

Date: [INSERT DATE TENDER SUBMITTED]

PART 1 – TENDERER DETAILS

Tenderer Name		
Registered Business Name		
ABN / ACN		
Address		
Postal Address		
Telephone No.		
Facsimile No.		
Contact Person & Company Title		
Contact Person(s) Mobile No.		
Contact Person(s) Email Address		
Public Liability Insurance	Policy No.	Expiry Date
	Amount	
WorkCover	Policy No.	Expiry Date
Is the Supplier registered for GST	Yes / No	

PROPOSED CREDIT TERMS (ie. 30 days) : _____

PART 2 – RATES

[TO BE DEVELOPEDAND POPULATED BY THE TENDERER – MAY IDENTIFY HOURLY RATE SCHEDULE/ FIXED-COST ITEMS ETC]

PART 3 –COMPLIANCE

Commitment to Workplace Health, Safety and Environment

To be awarded a Contract with Council, you must fully satisfy the following compliance requirements. If your response to any of the below questions is 'no' than please refer to the following reference documents which contain guidance to assist you in meeting the requirements:

a. **Workplace Health and Safety Act 2011**

Compliance Requirement		**Yes**, I comply	**No**, I do not comply
A	Roles and Responsibilities Do you have employees? **Yes** ☐ **No** ☐ If **NO** go to 'C' If **YES:** I. Have you formally explained to all of your workers what their WH&S responsibilities are? II. Do you train educate and assess employees in the WH&S requirements and ensure that your workers, including sub-contractors, have the necessary licenses, tickets or qualifications to work?	☐ ☐	☐ ☐
B	Do you employ more than 30 workers? **Yes** ☐ **No** ☐ If **NO** go to 'C' If **YES,** do you have a Workplace Health and Safety Representative appointed?	☐	☐
C	Do you have a Workplace Health and Safety Policy Statement?	☐	☐
D	**WH&S Risk Management** Do you regularly identify, assess, prioritise, control and review WH&S risks and hazards at all stages of you work?	☐	☐

E	**WH&S Information** Have you identified all the WH&S legislation, codes of practice and standards relevant to your activities?	☐	☐
F	**Management of Suppliers, sub-contractors and purchasing controls** Do you engage sub-contractors **Yes** ☐ **No** ☐ If NO, go to 'G' If **YES**, have you established processes that ensure all sub-contractors that you engage, will work in accordance with the WH&S Act 2011.	☐	☐
G	**Arrangement for Consultation** Do you have a documented process for ensuring consultation occurs on WH&S issues, particularly the communication about WH&S hazards and what must be done to control them?	☐	☐
H	**Record keeping and document control** Do you have a process for management of you WH&S information and procedures?	☐	☐
I	**Evaluation and Inspection** Do you have a documented process to determine the effectiveness of the things you do to manage WH&S?	☐	☐
J	**Incident reporting and investigation** Do you have a documented process to respond to and investigate workplace incidents, so as to prevent their reoccurrence in the future and do you have a rehabilitation policy for returning injured workers back to the workforce?	☐	☐

YOU CANNOT PROGRESS YOUR OFFER UNTIL YOU CAN RESPOND WITH A YES TO ALL COMPLIANCE REQUIREMENTS ABOVE

IF AWARDED THE CONTRACT, YOU WILL BE REQUIRED TO DEMONSTRATE COMPLIANCE

PART 4 – TENDERER'S CAPABILITY AND CAPACITY STATEMENT

Please answer all questions in the spaces provided below. To keep attachments to a minimum please only include additional information that directly relates to the question. DO NOT simply refer to company profiles for every question.

1. How long has the business been supplying the goods and/or services? Answer to the nearest whole year.
2. Provide details of previous work of this nature that you have undertaken or are currently undertaking (i.e. location, quantity, timeframes and value)
3. Provide details of two (2) other large organisations you currently supply goods and/or services to and the period of time of the relationship.
4. Provide details of value added services or resources which you may wish to offer as part of your submission. Eg specialised personnel

5. How will your staff be trained in the requirements of the Contract to ensure full compliance with its terms?
6. Demonstrate how you will manage the communication and working relationships of the Contract between your staff & Council for the following; a. General communication in line with the required services ensuring goods and/or services are supplied in full and orders completed on time and multiple orders are handled accordingly. b. Where there is a delay in providing required goods and/or services.

PART 5 – TENDERER'S ACKNOWLEGEMENT

Authorisation, Certification and Execution by Tenderer: I declare that I have read, understood and complied with the requirements of the General Conditions of Tender and that the Tender Form is a true and accurate account of my Tender.	
Signed for and on behalf of ..... Insert Tenderers / Company name ..... Insert Contact Person's name ..... Position Within the Organisation Signed this .....day of .... In the presence of (print name of witness)	..... Signature of Tenderer ..... Signature of Witness

SCHEDULE 3 – DRAFT GENERAL CONDITIONS OF CONTRACT