



**Redland**  
CITY COUNCIL

## **INVITATION TO TENDER**

**Tender No: PDG-20842-1**

**SKATE BOWL REFURBISHMENT  
WINDEMERE ROAD PARK,  
ALEXANDRA HILLS**

**Closing Date: Thursday, 30 July 2026**  
**Closing Time: 2.00PM (QLD STD TIME)**

## Redland City Council

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|                  |           |           | Name               | Signature | Date       |
| Final for Tender | J Cottier | T Justice |                    |           | 30/06/2026 |

# **IMPORTANT NOTE TO TENDERERS**

**THIS INVITATION TO TENDER [ITT] DOCUMENT COMPRISES TWO (2) SECTIONS A and B AS FOLLOWS:**

## **SECTION A: Invitation To Tender**

Is to be read, understood, and retained by the Tenderer. It is not to be submitted at closing time as part of the Tender offer.

### **PART 1 Notice to Tenderers**

### **PART 2 Conditions of Tender**

### **PART 3 Conditions of Contract and Special Conditions of Contract**

### **PART 4 Project Brief**

## **SECTION B: Tender Deliverable Attachments**

Tender Deliverable Attachments must be completed in full, signed and lodged at the closing time and shall be known from here on in as the Tenderer's offer.

Should a Tenderer fail to complete these Tender Deliverable Attachments in full Redland City Council (RCC) reserve the right at its sole and absolute discretion to reject the offer as Non-Conforming.

# CONTENTS

|          |                                                                                                |          |
|----------|------------------------------------------------------------------------------------------------|----------|
| <b>1</b> | <b>NOTICE TO TENDERERS.....</b>                                                                | <b>6</b> |
| 1.1      | DESCRIPTION OF GOODS AND/OR SERVICES TO BE PROVIDED .....                                      | 6        |
| 1.2      | TENDER DOCUMENT FEE.....                                                                       | 7        |
| 1.3      | STRUCTURE OF THIS INVITATION TO TENDER.....                                                    | 7        |
| 1.4      | COMMERCIAL APPROACH.....                                                                       | 8        |
| 1.5      | INFORMATION SUPPLIED BY RCC.....                                                               | 8        |
| 1.6      | DISCLOSURE OF INFORMATION.....                                                                 | 8        |
| 1.7      | PRIVACY STATEMENT.....                                                                         | 8        |
| <b>2</b> | <b>CONDITIONS OF TENDER.....</b>                                                               | <b>9</b> |
| 2.1      | INTERPRETATION .....                                                                           | 9        |
| 2.1.1    | Inconsistency of Subject or Context .....                                                      | 10       |
| 2.2      | PRELIMINARIES.....                                                                             | 11       |
| 2.2.1    | Clarification prior to Tender Closing Time .....                                               | 11       |
| 2.2.2    | Queries by Tenderer.....                                                                       | 11       |
| 2.2.3    | Amendment or addition to the Invitation to Tender .....                                        | 11       |
| 2.3      | SITE INSPECTION .....                                                                          | 11       |
| 2.4      | PART 3 – FINANCIAL SUSTAINABILITY AND ACCOUNTABILITY OF THE LOCAL<br>GOVERNMENT ACT 2009 ..... | 11       |
| 2.5      | NO LIABILITY FOR VIRUSES .....                                                                 | 12       |
| 2.6      | NO LIABILITY FOR ELECTRONIC DOCUMENTATION TRANSMISSION .....                                   | 12       |
| 2.7      | TENDER REQUIREMENTS.....                                                                       | 12       |
| 2.7.1    | Validity Period of Tender .....                                                                | 12       |
| 2.7.2    | Tender Response Requirements.....                                                              | 12       |
| 2.7.3    | Format of Tender.....                                                                          | 13       |
| 2.7.4    | Part Offers .....                                                                              | 13       |
| 2.7.5    | Alternative Offers.....                                                                        | 13       |
| 2.7.6    | Joint Offers .....                                                                             | 13       |
| 2.7.7    | Goods and Services Tax (“GST”).....                                                            | 13       |
| 2.7.8    | Tenderers to Inform Themselves .....                                                           | 13       |
| 2.7.9    | Statement of Non-Compliance .....                                                              | 14       |
| 2.7.10   | Ownership of Tender Documentation.....                                                         | 14       |
| 2.7.11   | Sub-contractors .....                                                                          | 15       |
| 2.7.12   | Changes to Tenders .....                                                                       | 15       |
| 2.8      | LODGEMENT OF TENDERS .....                                                                     | 15       |
| 2.8.1    | Tender Closing Date and Time.....                                                              | 15       |
| 2.8.2    | Method of Lodgement of Tender .....                                                            | 15       |
| 2.8.3    | Method of Lodgement of Samples .....                                                           | 16       |
| 2.8.4    | Electronic Transmission of Tenders .....                                                       | 16       |
| 2.8.5    | Late Tenders.....                                                                              | 16       |
| 2.9      | TENDER PROCESS .....                                                                           | 16       |
| 2.9.1    | RCC Contact Officer.....                                                                       | 16       |

|        |                                                              |    |
|--------|--------------------------------------------------------------|----|
| 2.9.2  | No obligation to enter into a contract.....                  | 16 |
| 2.9.3  | Variation to the ITT .....                                   | 16 |
| 2.9.4  | Indicative Timetable.....                                    | 17 |
| 2.9.5  | Opening of Tenders .....                                     | 17 |
| 2.9.6  | Non-Conforming Tenders .....                                 | 17 |
| 2.9.7  | Errors in Tenders .....                                      | 17 |
| 2.9.8  | Clarification of Tenders.....                                | 18 |
| 2.9.9  | Conduct of Tenderer.....                                     | 18 |
| 2.9.10 | Business Ethics .....                                        | 18 |
| 2.9.11 | Tender Costs .....                                           | 19 |
| 2.10   | TENDER EVALUATION.....                                       | 19 |
| 2.10.1 | Evaluation Criteria .....                                    | 19 |
| 2.10.2 | Development of Competitive Local Business and Industry ..... | 20 |
| 2.10.3 | Indigenous and Social Enterprise.....                        | 21 |
| 2.10.4 | Development of New and/or Innovative Solutions.....          | 21 |
| 2.10.5 | Short Listing.....                                           | 22 |
| 2.10.6 | Interview and Post Offer Award Negotiation .....             | 22 |
| 2.10.7 | Financial History .....                                      | 22 |
| 2.10.8 | Enquiries of Referees and Others .....                       | 22 |
| 2.11   | FORMATION OF CONTRACT .....                                  | 22 |
| 2.12   | MEDIA LIAISON .....                                          | 23 |
| 2.13   | RCC'S DELEGATE .....                                         | 23 |
| 2.14   | DEED OF GUARANTEE, UNDERTAKING AND SUBSTITUTION .....        | 23 |
| 2.15   | WORKPLACE HEALTH AND SAFETY (WH&S) .....                     | 23 |
| 2.15.1 | Uniforms and Personal Protective Equipment (PPE).....        | 23 |
| 2.15.2 | BNG Accreditation .....                                      | 23 |
| 2.16   | CONTRACT PERFORMANCE .....                                   | 24 |

**THIS SECTION A – PARTS 1 to 4 IS TO BE RETAINED BY THE TENDERER AND NOT  
LODGED AT CLOSING TIME.**

# 1 NOTICE TO TENDERERS

The Notice to Tenderers gives a brief background to the tendering processes and objectives of this Invitation to Tender (“ITT”). As such, it is only a guide and is not to form part of any contract or agreement between the Redland City Council (“RCC”) or any person, firm, or corporation.

## 1.1 DESCRIPTION OF GOODS AND/OR SERVICES TO BE PROVIDED

Redland City Council (“RCC”) requires a Principal Contractor for the design and construction of a skate park at Windemere Road Park, Alexandra Hills. We are looking for a Principal contractor to evaluate and repair the existing skate bowl and incorporate new skate park elements, to create variety and broaden participation and support more diverse skill development. Works will also include replacement of the seating and ancillary works to refresh the image of the park.

The work required under this Contract comprises of the provision of all design, reporting, materials, plant/equipment, labour and the performance of all operations necessary for the supply/delivery, installation, construction, supervision and certification for the proposed works/services, which includes but are not limited to the following items:

- Pre-design site inspection / meeting notes;
- Identify if any permits and approvals are required;
- Stage 1: Structural Investigation and Preliminary Design including, drawings for review by RCC;
- Stage 2: Detailed Design to be submitted to RCC for review
- Stage 3: Permits and Applications lodgement and approval (if required)
- Stage 4: Final RPEQ certified ‘For Construction’ drawings with supporting documentation to be submitted to RCC;
- Design is to consider all statutory approvals at local, state and federal level including but not limited to cultural heritage (QYAC; notification) / permits / duty of care. This is to be documented throughout the lifecycle of the design
- Design to consider recommendations made by RCC Skatepark Audit (Jan2026) - Appendix C
- Site service location survey;
- Detailed dilapidation survey report (pre and post works);
- All design must be carried out by a qualified representative, and is to be in accordance with all relevant design standards and be in accordance with AS EN 14974:2021 – Skateparks;
- Design should be accompanied by a design report showing justification for aspects of the design and illustrate all considerations and exclusions of the design.
- Provision of Quality, Work Health & Safety, Environmental and Pedestrian Management Plans;
- Removal of existing assets of seats and fencing as supervised by Superintendent Representative.
- Construction and ancillary works (signage, bollards, fencing) in accordance with approved design.
- Associated concrete, earthworks and landscaping as detailed in the approved design.
- Any landscaping works that may be required as a result of the works; and
- Final RPEQ certified ‘As Constructed’ and ADAC drawings (with Form 16).

### Important Notes:

1. This project is to be completed by **30 March, 2027**.
2. It will be the Contractor’s responsibility to investigate and identify all necessary permits and undertake all applications (including Building Application, Decision and certification for the proposed works in accordance with Section 6 Permits and Applications of the Project Brief. All fees

associated with the design, certification and completion of all applications are to be clearly detailed in the submission.

3. All demolished **OR** removed material is to be taken off-site, recycled (if possible), reused or disposed of at a registered transfer station in accordance with the *Waste Levy Act*.
4. The main/head Contractor is required to provide valid supporting documentation for equipment/items with long lead times that has/have been ordered within five (5) business days of acceptance of Contract.
5. Should works not be required due to budgetary or other constraints, RCC reserves the right to terminate this project or part thereof.

## 1.2 TENDER DOCUMENT FEE

A fee is not applicable for electronic copies. No hard copies will be provided.

## 1.3 STRUCTURE OF THIS INVITATION TO TENDER

This Invitation to Tender is comprised of the following parts:

### **Section A:**      **Part 1: Notice To Tenderers**

#### **Part 2: Conditions of Tender**

This Part contains the instructions, conditions, and guidelines to be followed in submitting Tenders including the criteria to be used in the evaluation of Tenders.

#### **Part 3: Conditions of Contract and Special Conditions of Contract**

This Part contains the terms and conditions of the Contract for the provision of the goods and/or services provided by the successful Tenderer. This Part 3 will form part of any Contract that may be entered into from this ITT.

#### **Part 4: Project Brief**

Sets out RCC's requirements for the provision of the to evaluate and repair the existing skate bowl and incorporate new skate park elements, to create variety and broaden participation and support more diverse skill development. This Part 4 will form part of any Contract that may be entered into from this ITT.

### **Section B:**      **Tender Deliverable Attachments**

The Tender Deliverable Attachments specify the information Tenderers are required to provide with their Tenders in order for RCC to assess and evaluate the tenders. Tenderers are advised and must note the criticality of completing the Tender Deliverable Attachments in full.

This Section B Tender Deliverable Attachments as completed by the Tenderer will form part of any Contract that may be entered into from this ITT.

Should a Tenderer fail to provide the Tender Deliverable Attachments completed in full may render their Tender non-conforming and may further result in their Tender being ineligible for further consideration and rejected at the sole and absolute discretion of RCC.

## 1.4 COMMERCIAL APPROACH

Tenders will be initially evaluated to determine whether they comply with the requirements of this ITT. Tenderers must note that under Clause 2.9.6 of the Conditions of Tender, RCC has the discretion to reject non-conforming Tenders.

Those Tenders that pass initial evaluation will be assessed according to the evaluation criteria and in accordance with the other conditions of Tender.

Tenderers must note that RCC intend to award the Contract to the Tenderer whose Tender is considered to be most advantageous and best value for money to RCC. Therefore, whilst cost is an important consideration, it is only part of the evaluation criteria.

## 1.5 INFORMATION SUPPLIED BY RCC

RCC will, to the maximum extent possible, supply Tenderers with as much relevant information as possible in order to allow Tenderers to develop a response to this ITT which meets RCC's requirements.

However, Tenderers must note the provisions of Clause 2.7.8 of the Conditions of Tender which state that Tenderers must make their own enquiries and inspections to satisfy themselves of the information required to submit their Tenders.

## 1.6 DISCLOSURE OF INFORMATION

In an assessment of any offer made under the *Right to Information Act 2009 (Qld)* any information endorsed "in confidence" by an offerer/tenderer will be assessed for non-disclosure in accordance with the terms of the legislation. Information will not be disclosed unless there is legislative authority to do so.

## 1.7 PRIVACY STATEMENT

RCC is authorised to collect your personal information under the *Local Government Act 2009* for the purpose of carrying out RCC's statutory obligations and duties. In addition, RCC intends to use the personal information you have provided regarding your business for RCC business including promotional, marketing and research for procurement and economic development activities. Your business details may be released to members of the public and third parties through RCC's website or through referrals.

In accordance with the *Electronic Transactions (Queensland) Act 2001*, RCC may provide information and notices, such as procurement, tender and contract notices to you by electronic communication. By registering your interest in this tender your consent to this form of contact is taken to be given. If you do not wish your details to be used for any one or more of the above purposes, you should advise RCC in writing.

## 2 CONDITIONS OF TENDER

### 2.1 INTERPRETATION

In these Conditions of Tender, unless a contrary intention is apparent:

- (a) **“Authority”** means:
  - (i) any Government
  - (ii) any minister or ministry or any governmental, semi-governmental, local governmental, administrative, fiscal, regulatory, or judicial body, tribunal, department, commission, authority, agency, statutory corporation, instrumentality, bureau, board or undertaking under the direct or indirect control of any Government;
- (b) **“Concept Design”** means the Concept Design (and supporting documentation) addressing standards, and any other criteria in relation to the works being the responsibility of the Contractor as described in the Tender Documents;
- (c) **“Contract”** means the contract between RCC and the successful Tenderer on similar terms to the Contract contained in Parts 3 and 4 AS4300-1995 of this Invitation to Tender;
- (d) **“Contractor”** means a person or any other body (whether corporate or otherwise) providing the goods and/or services pursuant to the Contract;
- (e) **“COVID-19 Event”** means an event which:
  - (i) arises from the COVID-19 virus (or any other strain evolving therefrom);
  - (ii) occurs in the location where the Contract is to be performed; and
  - (iii) is necessitated by, or arises directly from compliance with:
    - a. legislative Requirement; or
    - b. directions or advice from an Authority.
- (f) **“Critical Impact”** means any item and or clause that RCC at its sole and absolute discretion deems essential to occur in order to successfully meet the project requirements;
- (g) **“Detailed Design”** means the Detailed design of the works being the responsibility of the Contractor as described in the Tender Documents;
- (h) **“Dismissed Employee”** means any previous employee, staff, or contractor of RCC who was dismissed as a result of disciplinary action;
- (i) **“Final Design”** means the Final design of the works being the responsibility of the Contractor as described in the Tender Documents;
- (j) **“Goods/Services”** means the materials/goods and/or services as specified in RCC’s documents (including any variation to such materials/goods/services, documentation such as testing certificates and safety data sheets “SDS” that are applicable to each item or type of goods and testing certificates);
- (k) **“GST”** means the goods and services tax payable under the GST laws;
- (l) **“GST laws”** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth;

- (m) **"Intellectual Property Rights"** means any rights in respect of or in connection with any confidential, information, copyright, patents, design rights, reports, drawings, specification, or eligible layout rights and includes any right to apply for registration of such intellectual property rights;
- (n) **"Invitation to Tender"** or **"ITT"** means this document and all of its Parts inviting Tenderers to offer to meet RCC's requirements by submitting a Tender in accordance with the requirements of these Conditions of Tender;
- (o) **Legislative Requirements** means all laws, local laws, RCC policy, by-laws, licences, industrial awards, permits and all other lawful requirements that from time to time are applicable to the performance of the Contract by the Contractor or its employees, sub-contractors, suppliers, or agents (including, but not limited to, the *Environment Protection Act 1994* (Qld) and the *Work Health and Safety Act 2011* (Qld));
- (p) **"New Tax System changes"** has the same meaning given in section 75AT of the *Trade Practices Act 1974* of the Commonwealth;
- (q) **"Non-conforming Tender"** is a tender which does not comply with the requirements of or contains provisions not required or allowed by the Tender Documents;
- (r) **"RCC"** means the Redland City Council, an elected body that is responsible for the good rule and local government of a part of Queensland under the *Local Government Act 2009*;
- (s) **"RCC Contact Officer"** means the person or persons specified in Clause 2.9.1 of these Conditions of Tender or such other person as RCC may from time to time determine;
- (t) **"Site"** means Lot 1/RP182975 42-46 Windemere Road, Alexandra Hills;
- (u) **"Specification"** means the Project Brief, Specification, or Technical Specification as contained in Part 4 of this Invitation To Tender;
- (v) **"Statement of Non-Compliance"** means the Statement of Non-Compliance in the format specified by Clause 2.7.9 of these Conditions of Tender;
- (w) **"Tender"** means the Tenderer's response to this Invitation to Tender;
- (x) **"Tender Box"** means the tender box specified in Clause 2.8 of these Conditions of Tender;
- (y) **"Tender Closing Time"** means the date and time specified in Clause 2.8.1 of these Conditions of Tender;
- (z) **"Tender Deliverable Attachments"** means the attachments to these Conditions of Tender which must be completed in accordance with these Conditions;
- (aa) **"Tender Documents"** means:
  - (iv) The Conditions of Tender;
  - (ii) The General Conditions of Contract AS4300-1995 with Bill of Quantities as amended by the Special Conditions of Contract;
  - (iii) RCC's Project Brief;
  - (iv) Other documents as are issued and/or referred to by RCC for the purpose of tendering.
- (bb) **"Tenderer"** means a person, partnership, or any other body (whether corporate or otherwise) who submits a Tender in accordance with this Invitation to Tender;
- (cc) **"Validity Period"** means the time period during which RCC may accept a Tender.
- (dd) **"Works"** means the whole of the work to be executed in accordance with the Tender documents.

### 2.1.1 Inconsistency of Subject or Context

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of these Conditions of Tender:

- (a) a cross reference to a clause number is a reference to a clause of these Conditions of Tender and includes all of its subclauses;
- (b) words importing the singular include the plural (and vice versa) and words importing a gender include any other gender;
- (c) in the event of any inconsistency between these Conditions of Tender and the General Conditions in the Contract contained in Part 3 of this ITT, the General Conditions of Contract will take precedence;
- (d) unless a contrary intention is indicated, Part 4, and Section B Tender Deliverable Attachments of the ITT shall be interpreted as stated in the draft General Conditions of Contract contained in Part 3.

## 2.2 PRELIMINARIES

### 2.2.1 Clarification prior to Tender Closing Time

Tenderers seeking clarification of any of the requirements of this ITT prior to the Tender Closing date/time may only do so in writing and by lodging their clarification on the online forum no later than **two (2) business days prior** to the closing date specified in Clause 2.8 of these Conditions of Tender.

**Note:**

- Only **written** instructions, clarification, and or directions from RCC's (Vendor Panel facility) shall be considered as legally binding; and
- Any and all oral instructions, clarification, and or directions from RCC including but not limited to silence by RCC is considered **invalid** and **shall not** form part of any subsequent Contract that may be entered into.

### 2.2.2 Queries by Tenderer

If any Tenderer locates any error or omission in the ITT or has any doubt as to the meaning of any part of the ITT, the Tenderer must seek clarification as described in Clause 2.2.1 of these Conditions of Tender.

### 2.2.3 Amendment or addition to the Invitation to Tender

RCC reserves the right to issue amendments or additions to this ITT at any time before the Tender Closing Time. All Tenderers will be notified of any such amendments or additions.

## 2.3 SITE INSPECTION

A Site Inspection is considered mandatory for this project.

An inspection of the Site will be held on **Wednesday 8 July 2026 (commencing 10am sharp)** at 42-46 Windemere Road, Alexandra Hills Qld 4161.

Please confirm your attendance by emailing [pdgprocurement@redland.qld.gov.au](mailto:pdgprocurement@redland.qld.gov.au), stating "PDG-20842-1 RSVP Att Judi Cottier) by **Tuesday 7 July 2026 (2pm)**.

Tenders will only be accepted from those Tenderers represented at the site inspection.

## **2.4 PART 3 – FINANCIAL SUSTAINABILITY AND ACCOUNTABILITY OF THE LOCAL GOVERNMENT ACT 2009**

The following apply to this Invitation to Tender.

- (a) Sub-section 104 Financial management systems of the *Local Government Act 2009 Part 3 Financial planning and accountability*;
- (b) *Chapter 6 Contracting, Part 2 Strategic Contracting procedures* of the *Local Government Regulation 2012*; and
- (c) Sub-section 237 of *Chapter 6, Part 4 Contracting Publishing details of particular contracts* of the *Local Government Regulation 2012*.

## **2.5 NO LIABILITY FOR VIRUSES**

Tenderers must note that when obtaining and or receiving correspondence and or notices in relation to this Tender they are doing so at their own risk and are accepting the entire risk of virus transmission. RCC will not provide any guarantee (whether express or implied) in relation to the issue of electronic data and will not be held responsible for any loss or damage (including consequential loss or damage) which may be suffered by any Tenderers.

## **2.6 NO LIABILITY FOR ELECTRONIC DOCUMENTATION TRANSMISSION**

Tenderers must note that when obtaining ITT documentation and or receiving correspondence and or notices in an electronic format they are doing so at their own risk and are accepting the entire risk including the risk of missing data and or documentation. RCC has not and will not provide any guarantee (whether express or implied) in relation to the issue of electronic data and will not be held responsible for any loss or damage (including consequential loss or damage) which may be suffered by any Tenderers.

## **2.7 TENDER REQUIREMENTS**

### **2.7.1 Validity Period of Tender**

Each Tenderer shall for each Tender it submits, maintain a Validity Period of 90 (Ninety) days from the Tender Closing Time.

Where RCC seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer. The Tenderer shall be required to respond in writing to extend the Validity Period. Failure to respond will result in the Tender not being considered further.

### **2.7.2 Tender Response Requirements**

In their Tenders, Tenderers must provide:

- (a) all information required by the attachments contained in Section B Tender Deliverable Attachments;
- (b) Statement of Non-Compliance where they do not comply with or agree with all of the clauses or conditions in the Project Brief (Part 4), the draft General Conditions of Contract (Part 3), and/or where applicable the Special Conditions of Contract (Part 3);
- (c) details of any special conditions pertaining to the Tender;

- (d) detail of how the Tender meets the requirements of the Specifications and the evaluation criteria; and
- (e) any other information required by this Invitation to Tender.

Failure to provide this information may render a Tender non-conforming and RCC may exercise its rights under Clause 2.7.9 of these Conditions of Tender.

### 2.7.3 Format of Tender

The Tender shall be prepared in accordance with the following requirements:

- (a) **Price Basis** - All prices quoted will be in Australian currency and fixed for the duration of the Contract.
- (b) **Taxes** - All prices must be submitted on the basis of the Australian tax legislation as of the date of this ITT. In relation to the Goods and Services Tax, Tenderers must note Clause 2.7.7 of these Conditions of Tender.
- (c) **Language of Tenders** - The Tender must be in English. Further, any measurements used must be expressed in units legally recognised in Australia.
- (d) **Copies of Tender** – One electronic copy is to be submitted online in accordance with Clause 2.8.

All documents (except drawings) shall be in Microsoft Word version 2010 (or earlier) format or Adobe PDF Format. Drawings are to be in AutoCAD 2010 format unless otherwise specified.

All documents (except drawings) shall be in Microsoft Word version 2010 (or earlier) format or Adobe PDF Format. Drawings are to be in AutoCAD 2010 format unless otherwise specified.

### 2.7.4 Part Offers

RCC will not accept a part offer. Partnership arrangements between the main/head Contractor and sub-contractors and/or sub-consultants are acceptable.

### 2.7.5 Alternative Offers

RCC will not accept an alternative offer.

### 2.7.6 Joint Offers

RCC will not accept a joint offer. Partnership arrangements between head Contractor and sub-contractors are acceptable.

### 2.7.7 Goods and Services Tax (“GST”)

In completing the relevant Section B Tender Deliverable Attachment to these Conditions of Tender, Tenderers must clearly specify in relation to each price, rate, fee or charge applicable to the tendered goods and/or services:

- (a) the price, rate, fee, or charge (exclusive of GST);
- (b) the amount of GST applicable; and
- (c) the price, rate, fee, or charge (inclusive of GST).

Tenderers should also note the requirements of the Contract in relation to the provision of valid tax invoices.

### 2.7.8 Tenderers to Inform Themselves

By responding to this ITT, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:

- (a) the necessary skills, knowledge, and experience to provide the goods and/or services sought;
- (b) in preparing its Tender:
  - (i) fully examined the ITT (including all documents the ITT refers to) and any other information made available by RCC to Tenderer for the purpose of this ITT; and
  - (ii) made its own reasonable enquiries (including inspections) to fully inform itself of all the risks, contingencies, and other circumstances (including those arising from a COVID-19 Event) which may impact on the Tender and the proper performance of the Contractor's obligations under the Contract; and
  - (iii) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of RCC **except** where such warranty or representation is contained in this ITT or made through the processes specified by these Conditions of Tender; and
- (c) satisfied itself as to the accuracy and sufficiency of the Tender (including the tendered prices) to achieve the due and proper performance and completion of the Contractor's obligations under the Contract.

### 2.7.9 Statement of Non-Compliance

The Tenderer must provide a Statement of Non-Compliance with the Tender. The purpose of this Statement is to highlight those clauses in the Project Brief (Part 4), the draft General Conditions of Contract (Part 3), Special Conditions of Contract (Part 3) that the Tenderer does not accept or will not be able to fully comply with.

The Statement of Non-Compliance must be in the format and completed in accordance with the instructions specified in Attachment B of the Tender Deliverable Attachments.

In completing the Statement of Non-Compliance, Tenderers must note that where the Statement does not indicate which clauses or conditions of either the Specifications or the draft Contract that the Tenderer:

- (a) does not accept; or
- (b) will not be able to fully comply with;

the Tenderer will be deemed by RCC to have fully complied with and accepted all those clauses and conditions which are not included in the Statement of Non-Compliance.

For the purposes of these Conditions of Tender, such full compliance means:

- (i) in the case of a clause which is of an informative nature only - that the clause has been read and understood;
- (ii) in the case of a clause which imposes a contractual condition - that the condition is agreed to in a strict and literal sense; and
- (iii) in the case of a clause which specifies a characteristic or performance standard to be met by the goods and/or services to be provided - that the offer is to provide or exceed the specified characteristic or standard.

RCC reserve the right at its sole and absolute discretion to reject tenders from further evaluation should they be non or partially compliant with those items and or clauses in the Project Brief (Part 4), the draft General Conditions of Contract (Part 3), Special Conditions of Contract (Part 3) that may be considered to have a critical impact on the tendered work.

### 2.7.10 Ownership of Tender Documentation

- (a) By submitting a Tender, the Tenderer:
  - (i) licenses RCC to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Rights that may subsist in those documents; and
  - (ii) acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.
- (b) RCC acknowledges that, subject to paragraph (a) above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

### 2.7.11 Sub-contractors

Where a Tenderer proposes to sub-contract any of its obligations under the Contract, the Tenderer must state the name and address of each sub-contractor and the extent of the work to be carried out by the sub-contractor. In addition, the Tenderer must provide information about each sub-contractor as required within Section B 'Tender Deliverable Attachments'.

### 2.7.12 Changes to Tenders

RCC, by resolution, apply Chapter 6, Part 2 (Strategic contracting procedures) of the *Local Government Regulation 2012*. RCC may invite all the persons who have submitted a Tender to change their Tender to take account of a change in the Tender Specification.

## 2.8 LODGEMENT OF TENDERS

### 2.8.1 Tender Closing Date and Time

Tender is to be lodged on or before the Tender Closing Time of **2.00pm** (Queensland Standard Time) on **Thursday, 30 July 2026** in accordance with these Conditions of Tender.

### 2.8.2 Method of Lodgement of Tender

Tenderers are required to submit their tenders electronically online using the Vendor Panel Platform by the closing date and time specified in Clause 2.8.1 above.

By uploading tender submissions electronically using the Vendor Panel Platform, it is deemed that tenderers have read, understood and accepted the terms and conditions of tender.

- (a) Tenderers must allow themselves sufficient time to upload their submissions as the electronic tender box closes strictly on the day and time specified in Clause 2.8.1 above. Please commence uploading at least sixty (60) minutes before closing time;
- (b) A guide on how to upload documents to this site is available online on QTenders;
- (c) Use file names with alpha-numeric characters (letters and numbers and less than 250 characters);
- (d) Total file size of any document or zipped file must be kept below 15MB. Zip compressed files only (not .zipx, .rar, .7z).
- (e) File ideally to be uploaded as one (1) single Adobe Portable Document Format (.pdf) if under 15MB, however if total combined document/file size is greater then:

Each file should be clearly cross-referenced to Section B Tender Deliverable Attachments e.g., scan each "Section B Tender Deliverable Attachment" with supporting documents directly behind the relevant Tender Deliverable Attachment and saved separately; and

- (f) Any drawings to be in A3 format. Cross-referenced to the relevant Section B Tender Deliverable Attachment and uploaded as a separate file (if required).

**AND**

The tender submission should:

- (a) be clearly marked clearly marked “Skate Bowl Refurbishment Windemere Road Park Alexandra Hills”, state the Tender number “**PDG-20842-1**”, and include the *Tenderer’s company name*.

Any difficulties uploading files should be reported urgently to “Vendor Panel Supplier Support on (03) 9095 6181” or go to <https://www.vendorpanel.com.au/publictenders.aspx> to review suite of instructional videos and frequently asked questions.

**NOTE:** RCC reserves the right at its sole and absolute discretion to reject tenders that are not lodged in accordance with the above Clause 2.8.1 and Clause 2.8.2 sub items (a) and (b).

### **2.8.3 Method of Lodgement of Samples**

Not Applicable.

### **2.8.4 Electronic Transmission of Tenders**

Electronic Transmission of Tenders must be lodged electronically online by the closing date and time as specified in Clause 2.8.1 and Clause 2.8.2 above.

### **2.8.5 Late Tenders**

RCC’s Vendor Panel facility does not accommodate for lodgement of late tender submissions.

Please ensure full compliance with Clause 2.8.1 and Clause 2.8.2 sub-items (a) and (b).

## **2.9 TENDER PROCESS**

### **2.9.1 RCC Contact Officer**

After the Tender Closing Time, all correspondence and communications relating to this ITT shall be in writing and directed to:

Judi Cottier  
Tender & Contracts Officer  
Redland City Council (Project Delivery Group – Tender and Contracts Unit)  
PO Box 21  
CLEVELAND QLD 4163

Email: [pdgprocurement@redland.qld.gov.au](mailto:pdgprocurement@redland.qld.gov.au)

### **2.9.2 No obligation to enter into a contract**

By issuing this ITT, RCC is under no obligation (whether equitable or legal) to proceed either in whole or in part with the procurement of the goods and/or services to which the ITT relates. RCC is not committed financially, contractually or in any other way to any person who may receive the ITT or submit a Tender.

### **2.9.3 Variation to the ITT**

RCC reserves the right to:

- (a) vary or amend the terms and conditions of this ITT at any time before the Tender Closing Time and shall only do so by giving Tenderers timely written notice of such variations or amendment; and
- (b) suspend, terminate, or abandon this ITT at any time during or after the Tender Closing Time.

#### 2.9.4 Indicative Timetable

The proposed timetable for the selection process is set out below. This timetable is provided as a guide only and RCC is under no obligation to meet the time frames set out below. RCC may adjust the stated dates in its absolute discretion or to not proceed with the selection process at all.

| Event                           | Date            |
|---------------------------------|-----------------|
| Release of Tender               | 25 June 2026    |
| Site Inspection                 | 8 July 2026     |
| Close of ITT                    | 30 July 2026    |
| Evaluation                      | Early August    |
| Selection of preferred Tenderer | End of August   |
| Contract negotiations           | Early September |
| Contract commencement           | Mid September   |

#### 2.9.5 Opening of Tenders

For security and safety reasons Tenders will only be opened in the confined area of RCC's in the presence of two (2) of RCC's authorised representatives. Tenderers will not be permitted to be present at the opening of the Tenders.

Details of company names and business detail of Tenders received will be recorded at the time of opening. 'Commercial in Confidence' information including tendered prices and proposed solutions will not be publicly released.

#### 2.9.6 Non-Conforming Tenders

Tenders may be classified as non-conforming and excluded from further consideration if:

- (a) A Tender does not comply with the full requirements of this ITT; and/or
  - (b) A Tender proposes to engage a Dismissed Employee in the delivery of the Services.
- The decisions as to whether a Tender is non-conforming or not and whether a non-conforming Tender is to be accepted or excluded from further consideration are matters that are within RCC's sole and absolute discretion.

#### 2.9.7 Errors in Tenders

- (a) RCC may exclude from consideration, any Tender in which prices are not clearly and legibly stated.
- (b) Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as RCC considers necessary for such purpose.

If the Tenderer fails to make the alterations as directed by RCC and/or fails to do so within the time set by RCC, the Tender shall be deemed to have been withdrawn by the Tenderer.

- (c) Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the

agreement of the Tenderer, be altered by RCC to reflect the correct calculation or summation of the prices.

If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.

- (d) If a Tenderer becomes aware of any other discrepancy, error or omission in its Tender not referred to or covered in paragraphs (b) and (c) above) and wishes to lodge a correction or additional information, it can **only** do so if:
- (i) the correction or additional information is provided to RCC without undue delay; and
  - (ii) the correction or additional information is provided to RCC in writing and is initialled by the Tenderer; and
  - (iii) RCC first agrees to the provision of such correction or additional information.

### 2.9.8 Clarification of Tenders

At any stage during the evaluation phase, RCC may request:

- (a) clarification of any Tender in respect of specific issues contained in that Tender; or
- (b) interviews with Tenderers; or
- (c) tenderers to provide additional information in writing; or
- (d) a site inspection or a presentation of the Tenderers facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.

Where requested to clarify any matter contained in the Tender or to provide additional information, Tenderers shall provide such clarification and/or information in writing at the time and place stipulated by RCC. Failure to comply with any such request may result in the Tender being excluded from further consideration.

In the event that any clarification, additional information, presentation or site inspection is requested from a Tenderer by RCC, the Tenderer shall provide such clarification, additional information, presentation or site inspection at no cost to RCC whatsoever.

### 2.9.9 Conduct of Tenderer

Any Tenderer:

- (a) found to have offered a bribe, gratuity, bonus, discount of any sort of enticement to any Councillor or employee of RCC; or
- (b) discusses the Tender with any Councillor or employee of RCC (with the exception of RCC's Contact Officer) at any time prior to the awarding of the Contract to the successful Tenderer;

may have their Tender rejected by RCC.

### 2.9.10 Business Ethics

RCC aims to achieve the highest standards of integrity and accountability when doing business, working with the community, and delivering services with the same standards expected from our business clients, suppliers, and service providers. This is in line with the Queensland Government's *Local Government Act 2009* and the RCC's Employee Code of Conduct, with a view to providing the best possible business practices and community, client, and supplier outcomes.

To maintain this business ethics, respondents must:

- (a) respect these ethical obligations;
- (b) not pressure RCC officers to overlook ethical obligations;
- (c) avoid collusion and unfair practices;
- (d) disclose likely conflicts of interest;
- (e) maintain confidentiality of information that is confidential;
- (f) provide accurate information; and
- (g) help deter unethical practices and/or fraud by promptly reporting your concerns.

Unethical conduct or fraud is not acceptable and should be reported to RCC.

### 2.9.11 Tender Costs

In submitting a tender, the Tenderer will be deemed to have acknowledged and agreed that it will bear all the expenses howsoever incurred in preparing, clarifying and or negotiating it's Tender and is not entitled to seek any compensation or reimbursement of those costs from RCC.

## 2.10 TENDER EVALUATION

### 2.10.1 Evaluation Criteria

Tenderers are advised that RCC's objective in evaluating Tenders is to secure the "**most advantageous offer**" and "**best value for money**" for RCC and not necessarily the lowest price. The factors to be taken into consideration in assessing the Tenders and Tenderers include but are not limited to the following:

| TENDER EVALUATION CRITERIA                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MANDATORY CRITERIA</b><br/> <b>Important Note:</b><br/>                     These criteria <u>must</u> be submitted for assessment as part of the Tender Evaluation process.</p> | <ul style="list-style-type: none"> <li>• <b>Site Inspection</b></li> <li>• <b>Form of Tender</b> (<i>Tender Deliverable 'A'</i>)</li> <li>• <b>Compliance and Declarations</b> (<i>Tender Deliverable 'B'</i>)                             <ul style="list-style-type: none"> <li>○ B1 Statement of Non-Compliance</li> <li>○ B2 Conflict of Interest and Declaration of Previous Employment</li> </ul> </li> <li>• <b>Social Responsibility</b> (<i>Tender Deliverable 'C'</i>)                             <ul style="list-style-type: none"> <li>○ C1 Social Benefit</li> <li>○ C2 Domestic and Family Violence</li> <li>○ C3 Ethical Supplier Mandate and Compliance to Workplace Laws</li> </ul> </li> <li>• <b>Insurance Details</b> (<i>Tender Deliverable 'D'</i>)</li> <li>• <b>Professional Membership, Licences and Certificates</b> (<i>Tender Deliverable 'E'</i>)</li> <li>• <b>Notice of Sub-contractors and Sub-consultants</b> (<i>Tender Deliverable 'F'</i>)</li> <li>• <b>Accreditation Systems and Management Plans</b> (<i>Tender Deliverable 'L'</i>)</li> </ul> <p><b>Failure to complete and submit the above Tender Deliverable Forms will render your tender non-compliant/non-conforming</b></p> |

|                                                                                                                                                                                                                       |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|                                                                                                                                                                                                                       |                  |
| <b>WEIGHTED CRITERIA</b><br>The weighted criteria will be assessed and considered as part of the Tender Evaluation process.                                                                                           |                  |
| <b>LOCAL BUSINESS AND BENEFIT</b><br><i>(Tender Deliverable ‘G’)</i>                                                                                                                                                  | <b>15%</b>       |
| <b>TENDERED SUM</b> <i>(Tender Deliverable ‘H’)</i><br><b>H1</b> Tended Lump Sum<br><b>H2</b> Bill of Quantities                                                                                                      | <b>30%</b>       |
| <b>PROPOSED CONCEPT DESIGN</b><br><i>(Tender Deliverable ‘I’)</i><br><b>I1</b> Proposed Concept Design                                                                                                                | <b>10%</b>       |
| <b>EXPERIENCE AND OPERATIONAL CAPABILITY</b> <i>(Tender Deliverable ‘J’)</i><br><b>J1</b> Company experience<br><b>J2</b> Project Team experience                                                                     | <b>30%</b>       |
| <b>PROGRAM OF WORKS</b><br><i>(Tender Deliverable ‘K’)</i><br><b>K1</b> Detailed Program of Works for all phases of the project<br><b>K2</b> Detailed Project Methodology<br><b>K3</b> Anticipated Cash Flow Schedule | <b>15%</b>       |
| <b>ACCREDITATION SYSTMS AND MANAGEMENT PLANS K1</b>                                                                                                                                                                   | <b>Mandatory</b> |

|                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------|--|
| <b>L1</b> Quality Accreditation/Certification System [QMS] including Example Quality Management Plan                    |  |
| <b>L2</b> Work Health & Safety Management System [WHSMS] including Example Work Health & Safety Management Plan [WHSMP] |  |
| <b>L3</b> Example Environmental Management Plan [SSEMP]                                                                 |  |

### 2.10.2 Development of Competitive Local Business and Industry

In line with RCC's Corporate Procurement policy, RCC encourages the development of competitive local businesses and will endeavour to promote and support competitive local Industry in its Procurement.

In addition to price, performance, quality and suitability, RCC may also consider the following factors when conducting its procurement:

- (a) economic growth for the region;
- (b) readily available goods, services and support; and
- (c) the benefit to RCC of contracting with local suppliers and the associated local commercial transactions that flow from that contracting.

RCC acknowledges that due to its location in the South-East Queensland metropolitan area, and as a significant purchaser of goods and services from the private sector, a "local" business for certain Procurement will vary and may be business based in the South-East Queensland region, Queensland, or interstate.

Further, it is accepted that local government can directly and indirectly benefit local business by procuring from a local, Queensland or interstate-based supplier by utilising whole-of-government arrangements to access local and other domestic suppliers of works, goods, or services. This strategy will encourage local business to compete within a wider market through the whole-of-government tendering platforms.

### 2.10.3 Indigenous and Social Enterprise

The purpose of this requirement is to stimulate Indigenous entrepreneurship, Social Enterprise organisations and business development by providing Indigenous Australians and Social Enterprises with more opportunities to participate in the economy.

In its submission, each Tenderer is requested to detail how it will increase its:

- (a) purchasing from Indigenous and Social Enterprises (being an organisation that is 50% or more Indigenous owned and/or Social Enterprise organisation that is operating a business); and
- (b) employment of Indigenous Australians and/or from a Social Enterprise organisation,

in the delivery of any resultant contract.

Purchases from an Indigenous and/or Social Enterprise organisation may be in the form of engagement as a sub-contractor and/or use of Indigenous and/or Social Enterprise suppliers in the Tenderers supply chain.

Tenderers are to include any relevant information regarding this requirement in their submission or as indicated in Section B Tender Deliverable Attachments.

### 2.10.4 Development of New and/or Innovative Solutions

- (a) **Innovation** - During the Term of this Contract, the parties may separately or together develop a solution or solutions ("**New/Innovative Solutions**") which may include situations in which:
- (i) the Contractor makes new goods and/or services available on a commercial basis and such new goods and/or services are:
    - A. a viable substitute for any of the Goods/Services; or
    - B. ancillary to or broadly related to the Goods/Services; and/or
  - (ii) either or both of the parties have developed an innovation(s) to improve value for money outcomes to RCC including but not limited to improved services outcomes for ratepayers/RCC, efficiency savings and/or cost reductions.
- (b) **Development**
- (i) During the development of any New/Innovative Solutions, RCC may:
    - A. require a business case to be produced; and
    - B. consider the offer of an Additional Period (for example, where there are significant capital/other costs associated with the New/Innovative Solution).
  - (ii) If the parties wish to include any New/Innovative Solutions in this Contract from time to time, the parties shall work collaboratively to attempt to reach in-principle agreement in relation to:
    - A. any changes required to the Contract Price(s), the Specifications, the Key Performance Indicators, and the reporting requirements to implement the New/Innovative Solutions;
    - B. whether the Intellectual Property Rights in the New/Innovative Solution are to vest in the Contractor, RCC or both parties jointly; and
    - C. the date on which the changes to implement the New/Innovative Solutions would take effect.
  - (iii) Each party shall bear its own costs associated with the initiation, development and implementation of any New/Innovative Solutions (irrespective of whether those New/Innovative Solutions are implemented), unless otherwise agreed in writing by the RCC's Contract Authority and the Contractor's Representative on a case by case basis.
- (c) **Implementation**
- (i) New/Innovative Solutions will be binding on the parties once ("**Implementation Agreement**"):
    - A. the matters in Clause 2.10.4 have been determined by the parties; and
    - B. the implementation of the New/Innovative Solutions has been recommended by the Management Team and approved in writing by RCC's Contract Authority and the Contractor's Representative.
  - (ii) As of the date specified in the Implementation Agreement, all such New/Innovation Solutions shall be deemed to be:
    - A. Goods/Services to which this Contract applies; and
    - B. incorporated into the Schedules to this Contract (as applicable).

### 2.10.5 Short Listing

At any time during the evaluation process, RCC may short list more than one Tenderer. Any such shortlist:

- (a) will be based on any of the above evaluation criteria, including price; and

- (b) will be undertaken where no benefit is derived from the evaluation of all of the Tenders received.

#### **2.10.6 Interview and Post Offer Award Negotiation**

RCC reserves the right at its sole and absolute discretion to conduct interviews and undertake post offer award negotiation with any or all short listed Tenderers.

RCC may invite all or any of the Tenderers to give a presentation of its conforming tender during this period.

#### **2.10.7 Financial History**

RCC reserves the right at its sole and absolute discretion to conduct financial background and current credit checks on any and all Tenderers.

#### **2.10.8 Enquiries of Referees and Others**

Tenderers should note that RCC may make enquiries of any person, company, or organisation to ascertain the suitability of the Tender and the Tenderer.

This may include, but is not limited to, the confirmation of any information and referees provided in the Tender.

### **2.11 FORMATION OF CONTRACT**

The Contract for the supply of goods and/or services required under this ITT will be based on the draft General Conditions of Contract contained in Part 3 of this ITT.

The final decision to appoint a Contractor or not will rest with RCC in its sole and absolute discretion. RCC will not be bound to accept the provision of any goods and/or services tendered by any Tenderer unless and until the execution of the Contract by the successful Tenderer.

### **2.12 MEDIA LIAISON**

RCC will be solely responsible for all communications with all media in respect of the progress of this Invitation to Tender (including the Tender evaluation process, all negotiations and awarding of the Contract).

If the Tenderer wishes to communicate with any section of the media in respect of any of these matters, it must first obtain the written consent of RCC through the RCC Contact Officer. All communication is to be in accordance with RCC's Guideline GL-3072-001 Media Relations.

### **2.13 RCC'S DELEGATE**

Any act, matter or thing which is required or permitted to be performed by RCC may be performed by RCC's Contact Officer.

### **2.14 DEED OF GUARANTEE, UNDERTAKING AND SUBSTITUTION**

Where the Tenderer is a corporation that is a subsidiary of another corporation or is a corporation that is related to another corporation, the Tenderer shall, if so, requested by RCC, lodge with RCC before acceptance of the tender, a Deed of Guarantee, Undertaking and Substitution for the performance of the obligations and the discharge of the liabilities of the Contractor under the contract in the form annexed, duly executed by the Tenderer and that other corporation.

### **2.15 WORKPLACE HEALTH AND SAFETY (WH&S)**

All employees, workers, agents, sub-contractors engaged by the Contractor to work on RCC's nominated sites must comply with current and relevant Workplace health and safety standards and legislation, RCC's Workplace health and safety standards, including but not limited to the WH&S policies, systems and the A-Z of health and safety standards when providing services under this contract/arrangement.

### **2.15.1 Uniforms and Personal Protective Equipment (PPE)**

The Contractor must adhere to RCC's Personal Protective Equipment (PPE) requirements. The Contractor must ensure:

- (a) all members of the Contractor's Staff are aware of all safety requirements including, but not limited to, correct protective equipment and being in full uniform at all times. Full uniform includes, as a minimum, safety shoes, broad brimmed hat, high visibility vest/shirt, long sleeves and trousers for Contractor's Staff undertaking work at RCC's facilities; and
- (b) that the Contractor's Staff comply with any directions of RCC's Representative in respect of their personal appearance or attire concerned with matters of health or safety, consistent with RCC's Employee Code of Conduct.

### **2.15.2 BNG Accreditation**

It is a condition precedent of any contract entered into as a result of this ITT that any contractor or its employees, workers, agents and sub-contractors engaged to perform services on RCC's nominated sites must:

- (a) achieve accreditation with BNG Conserve in accordance with this Invitation to Tender. This includes payment of the associated costs for obtaining the accreditation; and
- (b) undertake a Contractor induction with BNG Conserve and sign and carry the RCC Contractor Card produced; and
- (c) undertake a Site Specific Induction at all RCC nominated sites prior to entering the worksite.

## **2.16 CONTRACT PERFORMANCE**

During the course of a contract, the contract's performance will be monitored, and performance reports may be made available to persons in other agencies and/or jurisdictions as appropriate.

Contract Performance Reports will be required to be undertaken by both RCC and the Supplier/ Contractor under the contract.

Both parties are to ensure that representatives meet at the times and place as required by RCC to discuss the Contract's performance of, and any issues arising under any formal agreement (including specified Key Performance Indicators).