Regional Procurement

A Division of Strategic Services Australia

DEED OF AGREEMENT

TENDER T051819NAMOI

Supply and Delivery of Aggregates

DEED OF AGREEMENT

This AGREEMENT is made on 5/11/2018 **between**

STRATEGIC SERVICES AUSTRALIA t/a REGIONAL PROCUREMENT **(the "Principal");** and

CASTLE MOUNTAIN ZEOLITES **(the "Service Provider")**

The Principal and the Service Provider agree as follows:

A. The Agreement between the Parties shall comprise the following documents (in order of precedence):
   - This Document
   - List of participating councils as per Annexure A
   - ~~Minor Non-Conformances as per Annexure B~~
   - Conditions of Deed of Agreement
   - Technical Specification (Contract No.: T051819NAMOI)
   - Hunter Councils Special Conditions of Contract:
     SC-2 – Workers Compensation
     SC-3N – Safety Management Safety Management
     SC-4 – Dispute Resolution
     SC-5 – Environmental Requirements
     SC-7 – GIPA Requirements
     (insert additional Special Conditions here)
   - Letter of Acceptance
   - The Tender of the Service Provider
   - Conditions of Tendering if applicable

B. The Principal and the Service Provider will each perform the obligations imposed on them by the Agreement for the benefit of the other in accordance with the terms, conditions and provisions of the Agreement.

In the event of any conflict or inconsistency, the order of precedence shall be in the order the documents are listed above.

EXECUTED as an Agreement:

***SIGNED** for & on behalf of the **Principal** by its authorised delegate in the presence of:*	**Delegate:**	
	print name:	Roger Stephan Chief Executive Officer
	Witness:	
	print name:	Peter Selafa Manager – Regional Procurement
***SIGNED** for & on behalf of the **Service Provider** by its authorised delegate in the presence of:*	**Service Provider:**	
	print name:	GORDON McGRATH
	Witness:	
	print name:	KATE WALKER

DEED OF AGREEMENT CONTACTS

Company Name: Castle Mountain Zeolites

Please provide a contact person for all the following areas.

Primary Contact Person: GORDON HEATH

Position: MANAGING DIRECTOR **Contact Number:** 0428 767 007

Email Address: GORDON@CMZEOLITES.COM.AU

Management Fee Contact Person: _____

Position: _____ **Contact Number:** _____

Email Address: _____

Please tick if same as Primary Contact Person: ☑

Price Variation Contact Person: _____

Position: _____ **Contact Number:** _____

Email Address: _____

Please tick if same as Primary Contact Person: ☑

Certificates of Currency Contact Person: _____

Position: _____ **Contact Number:** _____

Email Address: _____

Please tick if same as Primary Contact Person: ☑

REGIONAL PROCUREMENT

CONDITIONS OF AGREEMENT

CONTENTS

1. INTERPRETATIONS
2. SUPPLY UNDER A STANDING OFFER CONTRACT
3. GOODS AND PRICING
4. PARTICIPATING COUNCILS
5. CALLING OF SEPARATE AND/OR ADDITIONAL RFQ'S
6. SPECIFIC OBLIGATIONS OF THE SERVICE PROVIDER
7. PERFORMANCE MONITORING & QUALITY ASSURANCE
8. CONFIDENTIALITY
9. VARIATIONS TO AGREEMENT
10. AGREEMENT TERMINATION
11. NO ASSIGNMENT OR NOVATION
12. DISPUTE RESOLUTION
13. WAIVER
14. SEVERABILITY
15. NOTICES
16. COUNTERPARTS
17. RIGHTS CUMULATIVE
18. DELIVERIES
19. SUPPLY OF GOODS
20. PAYMENT
21. SET-OFF/MONEY RECOVERABLE BY PARTICIPATING COUNCIL
22. THE SERVICE PROVIDER'S ADDITIONAL EXPENSES
23. THE SERVICE PROVIDER'S WARRANTIES
24. WARRANTY PERIOD
25. THIRD PARTY WARRANTIES
26. NO ASSIGNMENT OR SUB-CONTRACTING OF PURCHASE ORDER CONTRACT
27. VARIATION OF A PURCHASE ORDER CONTRACT
28. PURCHASE ORDER TERMINATION BY PARTICIPATING COUNCIL
29. INTELLECTUAL PROPERTY
30. APPLICATION OF ADDITIONAL CONDITIONS
31. SURVIVING OBLIGATIONS
32. NHVL (NATIONAL HEAVY VEHICLE LAW) AND REGULATIONS AND THE NHVR (NATIONAL HEAVY VEHICLE REGULATOR) CHAIN OF RESPONSIBILITY (COR)

CONDITIONS OF AGREEMENT

1. INTERPRETATIONS

1.1 **Definitions**

In this Agreement to which these conditions (with or without modification) apply, the following terms shall (unless the context otherwise requires) have the following meanings:

"Agreement" means this Deed of Agreement and includes (without limitation) the Annexures and the completed Tender Schedules submitted by the Service Provider.

"Circumstances Beyond the Control of the Service Provider" means:

(a) acts of God;
(b) fire, flood, or earthquake;
(c) national emergency or war; or
(d) a serious industrial dispute
(e) any other event that is beyond the reasonable control of the Service Provider

"Confidential Information" means, in relation to a Party, information that:

(a) is by its nature confidential;
(b) is designated by that Party as confidential; or
(c) the other Party knows or ought to know is confidential.

"Construction Contract" means a construction contract as defined in the Security of Payments Act, being a contract or other arrangement under which one party undertakes to carry out construction work, or to supply related goods and services, for another party.

"Contract Material" means:

(a) any material brought into existence as part of, or for the purpose of providing the Goods including records, documents and Information stored by any means ("New Contract Material");
(b) any material which is existing at the date of this Agreement and which is incorporated with the New Contract Material ("Existing Contract Material").

'Contract Price" means the total amount payable by the Participating Council to the Service Provider for the Services ordered under a Purchase Order Contract and calculated in accordance with clause 3 of this Agreement.

"Council" (or Participating Council) means the Council of the Local Government area using the Goods supplied by the Service Provider in accordance with this Agreement and where the context permits, includes its authorised officers.

"Day" means business day, that is not Saturday or Sunday or public holiday for the Principal's employees.

"Discount" where the Agreement provides, means the discount offered in the Tender, including in the Price Schedule, as varied from time to time in accordance with the Agreement that applies to the tendered prices for the Goods.

"Goods" means the goods and/or services to be supplied by the Service Provider in accordance with this Agreement and itemised in the Price Schedule and the Specification.

"Guaranteed Delivery Time" means the guaranteed time for the supply of the Goods specified in the Contract and agreed by the Principal, or such earlier time as may be agreed by the Participating Council and the Service Provider in respect of a particular Purchase Order.

"Information" includes information in the form of data, text or images.

"Intellectual Property" includes copyright, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Agreement.

"Invitation to Tender" includes any addenda to the Invitation to Tender issued by Regional Procurement.

"Management Fee" means the Fee payable by the Service Provider to the Regional Procurement in accordance with clause 6.10 hereunder.

"Other entity" means an entity other than a Council described in either the Specification or Tender Schedules. A reference to a Participating Council shall extend to include the other entity.

"Participating Council" (or Council) means the Council of the Local Government area using the goods supplied by the Service Provider in accordance with this agreement and where the context permits, includes its authorised officers.

"Parties", where used in relation to the Agreement, means Strategic Services Australia and the Service Provider, and where used in relation to a Purchase Order Contract, means the Participating Council and the Service Provider.

"Price Schedule" means the Schedule - Tender Price and any variations to the Price Schedule made in accordance with this Agreement.

"Principal" where used in relation to this Agreement, means Strategic Services Australia, and where used in relation to a Purchase Order Contract, means the Participating Council issuing the Purchase Order.

"Purchase Order" means a written request by a Participating Council to the Service Provider for the supply of any or all of the Goods. An order may be verbal where both the Participating Council and the Service Provider agree to the use of a verbal order.

"Purchase Order Contract" means the Contract that is made between the Service Provider and a Participating Council on the terms and conditions referred to in clause 2.2 when that Participating Council places an Order.

"Regional Procurement" or "Regional Procurement Initiative", are registered trading names of Strategic Services Australia. and, where used in relation to this Agreement, means Strategic Services Australia.

"Schedule" means a Schedule to this Agreement.

"Service Provider" means the person or organisation that will provide the Goods and where the context so requires includes its employees, agents, sub-Contractors and officers.

"Service Provider's Insolvency" means any of the following:

(a) insolvency;
(b) the Service Provider indicates that it does not have the resources to perform the Agreement or any Purchase Order Contract;
(c) an application for winding up is made and not stayed within 14 days;
(d) a winding up order is made;
(e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed;
(f) a mortgagee enters the possession of any property of the Service Provider;
(g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
(h) any actions of a similar effect are taken.

"Specification" means the detailed description of the Goods to be provided under this Agreement. In the event of any inconsistency between the Specification and any part of this Agreement, this Agreement will prevail to the extent of the inconsistency.

"Standing Offer" means to make a standing offer to which a Participating Council may have the option from time to time over the term of the Agreement to obtain by Purchase Order Contract those Goods that are the subject of the Invitation to Tender.

"Standing Offer Contract" means a Contract formed by the Agreement, under which there is a standing offer by a Service Provider for the supply of Goods over the period of the Agreement, subject to the terms and conditions of the Agreement.

"Strategic Services Australia" which acts as an agent (or authorised delegate) on behalf of the Participating Councils.

"Tender" means the tender submitted by the Service Provider in answer to the Invitation to Tender, including any accepted variation to the tender, as detailed in the Tender Schedule – Minor Non-Conformances.

"Term" means the period of this Agreement, and any extension of the Term in accordance with clause 2.3.2.

"Warranty Period" means, in relation to a particular Good, the period of warranty of that Good offered in the Tender, or, if none stated, the period of warranty offered by the manufacturer of the Good.

1.2 Rules for interpreting this Agreement

1.2.1 Headings are for convenience only, and do not effect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

1.2.2 A reference to:

(a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
(b) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
(c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
(d) anything (including a right, obligation or concept) includes each part of it.

1.2.3 If this Agreement expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

1.2.4 A singular word includes the plural, and vice versa

1.2.5 A word which suggests one gender includes the other genders.

1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Agreement will be interpreted to give effect to undertaking business in this manner.

1.2.8 In the event of any conflict between the terms and conditions of this Agreement and any provisions of the Invitation to Tender, the terms and conditions of this Agreement will take precedence.

1.2.9 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged or released except with the prior written consent of the Principal.

2. SUPPLY UNDER A STANDING OFFER CONTRACT

2.1 Standing Offer Terms and Conditions

2.1.1 This Agreement describes the terms and conditions of the Standing Offer Contract between the Principal and the Service Provider under which the Service Provider agrees with the Principal that it will supply the Goods to Participating Councils, as and when Orders are placed, on the terms and conditions of the Purchase Order and subject to this Agreement unless the Service Provider is prevented from supplying the Goods by Circumstances Beyond The Reasonable Control Of The Service Provider.

2.1.2 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are superseded. No notification or alteration of any clause of this Agreement will be valid except in writing signed by both Parties.

2.2 Formation of Purchase Order Contracts

2.2.1 The Service Provider agrees that each time a Participating Council places a Purchase Order a seperate Purchase Order Contract is formed on the date of receipt of the Purchase Order by the Service Provider. The terms and conditions of the Purchase Order Contract are those appearing in this Agreement, and;
the Purchase Order (including any Additional Purchase Order Conditions); and
any variations of the Purchase Order Contract as may be made in accordance with that contract.

2.2.2 The Service Provider agrees that every Purchase Order placed by a Participating Council with the Service Provider for Goods shall be a Purchase Order for the purpose of this Agreement, whether or not all details have been included in the Purchase Order and notwithstanding that the Purchase Order is not identified on its face as a Purchase Order under this Agreement, unless the Service Provider can prove to the reasonable satisfaction of the Participating Council that the Purchase Order was made under another contract between the Council concerned and the Service Provider..

2.2.3 The Participating Council and the Service Provider may agree in writing to such other terms and conditions (in the Purchase Order Contract called the "Additional Conditions") as they think fit, which terms and conditions are to be set out in the Purchase Order. The Parties agree that the Additional Conditions shall not, without the consent of Regional Procurement, either expressly or by implication, derogate from the terms and conditions set out in this Agreement and to the extent that those Additional Conditions do derogate from those terms and conditions, the Parties agree that those Additional Conditions shall be void and have no effect.

2.3 Term

2.3.1 This Agreement commences on 1 December 2018 and will conclude on 30 September 2020 (22 months).

2.3.2 The Principal may by 30 days written notice to the Service Provider extend this Agreement for an additional period of 12 months.

3. GOODS AND PRICING

3.1 List of Goods

3.1.1 The list of Goods offered by the Service Provider is contained in the Tender Price Schedule as offered (tendered) by the Service Provider.

3.2 Variations to Goods

3.2.1 The Service Provider shall not vary the Goods unless agreed in writing by Regional Procurement.

3.2.2 A variation under clause 3.2.1 excludes a variation to the Price of the Good.

3.2.3 The Service Provider must notify Regional Procurement in writing as soon as practicable of any variation to the Goods offered in the Price Schedule.

3.2.4 Regional Procurement will notify the Service Provider of its acceptance or rejection of the variation of a Good. If the variation is accepted, it shall be taken to be incorporated in the Price Schedule.

3.3 Prices for the Goods

3.3.1 The price of the Goods to be supplied under a Purchase Order Contract shall be the Tender Price for those Goods, as amended in accordance with this clause 3.4 of this Agreement.

3.4 Price Adjustment

3.4.1 This clause sets out the procedures for a price variation to take effect.

3.4.2 The Service Provider shall not vary the price of a Good or Service except in accordance with this Clause 3.4.

3.4.3 **The prices shall be fixed for the first 10 months of the Agreement.** Rise and fall is not permitted during this period. **Prices may be adjusted for subsequent 12 month periods** of this Agreement once adjusted in accordance with sub-Clause 3.4.4.

3.4.4 Every twelve (12) months from the contract start date, Regional Procurement will vary the price of the Goods or Services in line with the Domestic Preliminary Stage of Production - Producers Price Index Australian Bureau of Statistics Catalogue number **6427.0**, Table 17, Series Reference number A2333670K www.abs.gov.au/ausstats/abs@.nsf/mf/6427.0 (referred to in this document as CPI).

Regional Procurement will apply the following formula: **$P2 = P1 \times (CPI_2 / CPI_1)$^**.

Where:

P2	is the new price that will be applied to the subsequent 12 month period,
P1	is the current price that will be adjusted,
CPI_2	is the most recent CPI quarter published at the time of the variation
CPI_1	is the equivalent CPI quarter 12 months prior to CPI_2

^ Not-withstanding the above, in the event of a negative CPI variation occurring annual adjustments will not apply. In such cases, Prices shall remain unchanged for the next period.

3.4.5 Price Adjustments approved by Regional Procurement shall apply to all Purchase Order Contracts made after the variation approval date. No Price Adjustments shall be applied retrospectively.

3.4.6 Once the price variation is finalised, the price schedule will be taken to include the varied price and the revised price schedule will take effect.

3.4.7 The provision of Goods or Services under a Purchase Order Contract shall not be withheld or disrupted by formalities or disputes associated with the variation of a price.

3.4.8 Where the Principal extends this Agreement (clause 2.3.2), the process to vary the price of a Good or Service will continue in accordance with this clause 3.4.

3.5 **Goods and Services Tax**

3.5.1 In this clause and Agreement, GST" is a goods and services tax and has the same meaning as in the GST Law. "GST Law" means any law imposing a GST and includes *A New Tax System (Goods & Services Tax) Act 1999* (Commonwealth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation based on those Acts.

3.5.2 Every invoice issued by a Service Provider must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice for the Contract Price, or any instalment of the Contract Price, is received.

3.5.3 The Parties agree that this clause will apply to the Management Fee payable by the Service Provider to the Principal.

4. PARTICIPATING COUNCILS

4.1 Subject to this clause 4, if a Participating Council places an Order with the Service Provider during the Term, the Service Provider must supply the required Goods to the Participating Council on the terms and conditions of the Purchase Order and in accordance with this Agreement.

4.2 **Other Entities**

4.2.1 Where the Specification or Tender Schedules includes an entity other than a Participating Council, then any reference to a Council shall extend to include the other entity.

5. CALLING OF SEPARATE AND/OR ADDITIONAL RFQ'S

5.1 The Service Provider acknowledges the following:

(a) any Participating Council may seek to call separate and/or additional RFQs under the auspices of this Agreement where it is deemed by the Participating Council that the scale of the transaction warrants such action.

(b) all expenditure relating to 5.1(a) shall be considered as expenditure under this Agreement and therefore subject to the relevant management fee requirements referred to under Clause 6.10.

5.2 Participating Councils acknowledge that any separate and/or additional RFQs called during the term of this Agreement shall be reported to Regional Procurement for records purposes. Regional Procurement can facilitate the calling of such RFQs on behalf of the Participating Council upon request.

6. SPECIFIC OBLIGATIONS OF THE SERVICE PROVIDER

6.1 Service Provider to fulfil all Orders

6.1.1 The Service Provider must fulfil all Participating Council Purchase Orders during the Term in accordance with this Agreement and the Purchase Order Contract.

6.1.2 If quantities or values of the Goods are described as 'approximate' in the Specification, they are an estimate only and the Participating Councils are not required to take or accept the estimated quantities or values.

6.1.3 A Participating Council may place a Purchase Order for any one type or item of the Goods either at one time or in instalments and in such quantities as may be required from time to time.

6.2 Conflict of Interest

6.2.1 The Service Provider warrants that, to the best of its knowledge, no conflict of interest of the Service Provider, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Agreement.

6.2.2 The Service Provider must:

(a) notify in writing, and consult with, Regional Procurement immediately upon becoming aware of the existence, or possibility, of a conflict of interest;

(b) comply with any direction given by Regional Procurement in relation to those circumstances designed to manage that conflict of interest.

6.2.3 For the purposes of this clause, a "conflict of interest" includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Service Provider of, or to restrict the Service Provider in performing, its obligations under the Agreement.

6.2.4 Regional Procurement may terminate the Agreement in accordance with clause 10.1 if in its reasonable opinion a conflict of interest exists which prevents the proper performance of the Agreement.

6.3 Mistakes in Information

6.3.1 The Service Provider must pay for the extra costs (if any) occasioned by errors or omissions in material or other information supplied by it, to the extent that it is not caused by Regional Procurement or the Participating Council.

6.3.2 The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

6.4 Service Provider's Obligation to supply Goods at Prices in the Price Schedule

6.4.1 The Service Provider must supply the Goods on the basis of the prices in the Price Schedule except where amended in accordance with this Agreement. The prices, except as specifically provided, are inclusive of all the costs and expenses that the Service Provider incurs in the supply of the Goods.

6.5 Insurance Requirements

6.5.1 Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated hereunder and any additional insurance nominated in the "Tender Schedule – Insurances". The Service Provider must ensure that all subcontractors are similarly insured.

(a) Workers' Compensation insurance in accordance with the NSW Workers Compensation Act 1987 for all the Service Providers' employees. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness insurance providing;
   (i) Weekly benefits of at least 75% of weekly income;
   (ii) Death benefits of at least $250,000;
   (iii) Minimum benefit period of 24 months.

(b) a broad form liability policy of insurance for a minimum value of $20,000,000, and in accordance with (i). (ii) and (iii) following;
   (i) in relation to the public liability component of the policy, the $20,000,000 shall be in respect of any one occurrence, and
   (ii) in relation to the products liability component of the policy is the Limit of Indemnity for the total aggregate liability for all claims arising out of the insured's products for the period of cover; and
   (iii) the broad form liability policy of insurance must;
      (a) note Regional Procurement and all Participating Councils as interested parties under the policy; and
      (b) require the insurer to notify all interested parties at the same time as the insurer gives any notice concerning the policy, and at least 7 days before any proposed cancellation of a policy; and
      (c) contain a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.

(c) Motor vehicle insurances - covering third party injury, third party property damage ($20,000,000) and damage to or loss of the vehicle. Any damage arising as a result of unregistered vehicles or plant being used as a "tool of trade" is to be covered by either an extension of the Service Provider's Comprehensive Motor Vehicle Insurance or the liability endorsed onto the Service Provider's Public Liability Insurance.

6.5.2 Regional Procurement may at any time require proof from the Service Provider that these insurances have been effected and are being maintained.

6.5.3 The effecting of insurance shall not limit the liabilities of obligations of the Service Provider under other provisions of this Agreement.

6.6 Indemnity

6.6.1 The Service Provider indemnifies Regional Procurement, the Participating Councils and their servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of:

(a) any negligence, wrongful act or omission of the Service Provider or of any other persons for whose acts or omissions the Service Provider is liable; and/or
(b) death or injury to any person or loss of or damage to any property; and/or
(c) any breach of a third party's Intellectual Property Rights; and/or
(d) any action, claim or demand from liability brought against Regional Procurement or a Participating Council in connection with a breach by the Service Provider of the WHS Act and associated legislation (so far as it is permissible at law).

6.6.2 The Service Provider's liability to indemnify Regional Procurement and the Participating Councils is reduced proportionally to the extent that an action or omission of Regional Procurement, the Participating Councils or employees or agents (other than the Service Provider) of Regional Procurement and the Participating Councils may have contributed to the injury, damage or loss.

6.7 Compliance with laws

6.7.1 **Governing Law**
The Agreement shall be subject to and construed in accordance with the laws, Acts and other

prescribed rules applying in the State of New South Wales.

6.7.2 **Statutory & Other Requirements**

The Service Provider must comply with the requirements of all Legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

6.7.3 **Exercising Statutory Obligations**

The exercising of statutory obligations by either Commonwealth, State or Local Government Authorities shall take precedence over the Principal's approval of the Service Providers' obligations under this Agreement.

6.8 **The Service Provider's On-Costs**

The Principal will not be liable for any of the Service Provider's employee "on-costs", including wages, salaries, holiday pay or allowances, sick pay, Workers' Compensation, or any tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Service Provider.

6.9 **Licences and Approvals**

The Service Provider must obtain at its own cost all licences, approvals and consents necessary to perform this Agreement.

6.10 **Management Fee**

6.10.1 The Service Provider must pay to Regional Procurement a Management Fee in accordance with this clause. The Management Fee shall be 1.75% of the total spend, or $0.05 cents (half of one cent) per litre for bulk fuels, in accordance with clause 6.10.6.

6.10.2 The Service Provider agrees that Regional Procurement may treat all purchases of Goods/Services by Participating Councils as Orders under this Agreement, whether or not all details have been included in the Purchase Order and notwithstanding that the Order is not identified on its face as a Purchase Order under this Agreement, unless the Service Provider can provide evidence to the reasonable satisfaction of Regional Procurement that the purchase was made under some other contract between the Participating Council and the Service Provider.

6.10.3 Subject to clause 6.10.2, the Management Fee will be calculated on the total value of Goods/Services invoiced to Participating Councils (inclusive of any GST invoiced by the Service Provider to the Participating Council) whether expressed to be invoiced in connection with a Purchase Order made under this Agreement or otherwise.

6.10.4 The Service Provider agrees that the Management Fee payable has been allowed for in the Prices specified in the Price Schedule together with all costs associated with the calculation and proving payment of the Management Fee.

6.10.5 The Service Provider must have or set up and maintain a system which, in the reasonable opinion of Regional Procurement, is suitable for accurately reporting on the Orders placed with, and invoices issued by, the Service Provider.

6.10.6 The Service Provider shall, every 6 months of this Agreement, submit to Regional Procurement a report in electronic format (or an agreed alternative) detailing the Goods/Services provided under the Agreement. The report must detail the cumulative totals for each Participating Council expressed in dollars for all contracts including bulk fuels, which is also to be expressed in litres.
The report shall be supplied to Regional Procurement within 10 business days of receiving a request for spend from Regional Procurement.

Regional Procurement shall use the reports for calculating the Management Fees due to Strategic Services Australia.

6.10.7 Regional Procurement shall calculate the Management Fee each 6 months in accordance with this clause 6.10 and forward a tax invoice for the Management Fee to the Service Provider.

6.10.8 The Service Provider shall pay the Management Fee by EFT to the Strategic Services Australia nominated account and financial institution or by cheque payable to Strategic Services Australia.

6.10.9 The Management Fee is to be paid within 21 business days from the date shown on the applicable tax invoice.

6.10.10 If the Service Provider fails to pay the Management Fee within the period nominated in clause 6.10.9, the Service Provider will be liable to pay interest to Regional Procurement charged at the rate of 7.5% pa on, and in addition to, the Management Fee.

6.10.11 Where the Service Provider considers that an accounting adjustment to the amount of the Management Fee paid or payable during a Payment Period is required, it should consult with Regional Procurement and the Parties may agree on the amount of any adjustment.

6.10.12 The Service Provider shall during the Term of this Agreement and for a 12 month period after the Agreement has expired or is terminated, keep secure all relevant documents and Information for the purposes of this clause and give any person representing Regional Procurement access to those documents and Information at all reasonable times.

6.10.13 A breach of this clause will give rise to grounds for termination in accordance with clause 10.1.

7. PERFORMANCE MONITORING & QUALITY ASSURANCE

7.1 Performance monitoring

The Service Provider (at its expense) may be required as reasonably directed to meet with Regional Procurement to evaluate and monitor its performance in accordance with this Agreement Such evaluation would be based on the criteria listed below or otherwise as agreed by the Parties:

- Quality of Goods supplied
- Compliance with Management Fee reporting and payment
- Compliance with guaranteed delivery times
- Management of sales, customer service and complaints
- Contract administration and management
- Work, Health and Safety Management
- Any other relevant contract matters

7.2 Regional Procurement will perform a review of the Service Provider's performance approximately 6 months and 18 months from the commencement date of the Contract to gauge the level of satisfaction in the Service Provider expressed by the Participating Councils. The performance review will consist of five (5) questions with a rating from 1 very poor to 5 excellent.

7.3 The answers will be collated and calculated out of 100%. The results will be categorised as follows:

0 – 40	Service Provider's performance may be deemed as substandard and a show cause notice may be issued in accordance with Clause 10.1.1(d). Regional Procurement may require the Service Provider to participate in a third party performance audit with all associated costs of the performance audit to be borne by the Service Provider.
41 – 60	Service Provider shall be requested in writing by Regional Procurement to improve performance
61 – 100	Service Provider shall be advised of the survey outcome and Contract Term may be extended in accordance with clause 2.3.2 where applicable.

7.4 The Service Provider acknowledges that notwithstanding the outcome of Clause 7.2 Regional Procurement will not give the Service Provider any right or create an obligation on Regional Procurement to extend the Contract Term.

7.5 Quality assurance

7.5.1 The Service Provider is required to supply the Goods under a quality assurance system. The Service Provider shall have or establish, implement and maintain such a system in accordance with the

requirements of ISO or Australian Quality Standards where relevant to the Service Provider's performance of this Agreement. Documentary evidence shall be provided when requested by the Principal to verify third party accreditation to the standard.

7.5.2 Details of the Service Provider's Quality Assurance System for the Goods shall be submitted to the Principal's Representative within 7 days of request. The Quality Assurance System shall be used throughout the course of the Agreement to ensure that the quality of the Goods complies with the specification requirements. This requirement shall also apply to any approved Sub-contractors.

7.5.3 The use of a quality assurance system shall be used only as an aid to achieving compliance with the Agreement and to document such compliance. Such system shall not discharge the Service Provider's obligations under this Agreement.

8. CONFIDENTIALITY

8.1 Subject to clause 8.2, the Service Provider must not disclose any Confidential Information in connection with this Agreement to any person other than Regional Procurement without first obtaining the written consent of Regional Procurement.

8.2 The Service Provider may disclose the Confidential Information to its officers, employees and agents where the disclosure is essential to carrying out their duties for the purposes of this Agreement.

8.3 The Service Provider must ensure that the Confidential Information is used solely in connection with, or for the purposes of, the provision of the Goods.

8.4 This clause does not affect the Service Provider's obligation to disclose any Confidential Information that is required to be disclosed by law.

9. VARIATIONS TO AGREEMENT

This Agreement may not be varied except in writing signed by both Regional Procurement and the Service Provider.

10. AGREEMENT TERMINATION

10.1 Termination for Cause

10.1.1 Without prejudice to its rights at common law, Regional Procurement may immediately terminate this Agreement, in whole or in part, by written notice to the Service Provider ("Notice of Termination for Cause"):

(a) where the Service Provider makes any statement, fact, information, representation or provides material in the Tender which is false, untrue, or incorrect in a way which materially affects the Agreement;

(b) where proceedings are commenced by the Independent Commission Against Corruption or similar public body against the Service Provider including for corrupt conduct or for collusive pricing;

(c) where the Service Provider commits a substantial breach of the Agreement that is not capable of remedy;

(d) where the Service Provider commits a substantial breach of the Agreement in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Principal requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as Regional Procurement may reasonably allow;

(e) where the Service Provider assigns its rights and/or obligations, or novates this Agreement or subcontracts the Purchase Order Contract except in accordance with this Agreement; or

(f) in the case of the Service Provider's Insolvency.

10.2 Effect of Termination for cause

10.2.1 If Regional Procurement terminates this Agreement for cause, Regional Procurement may:

(a) contract with any other person to complete the provision of the Goods including but not limited to any Purchase Order remaining to be filled;
(b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Participating Council under any Purchase Order Contract (which may be ascertained and certified by the Principal), from any money due, or which may become due to the Service Provider (whether under this Agreement or any Purchase Order Contract) and/or from the Security (if any); and
(c) recover from the Service Provider in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Service Provider to Regional Procurement.

10.2.2 Regional Procurement termination under this clause will not affect any Purchase Order Contract unless the context requires it.

10.3 Termination for Strategic Services Australia convenience

10.3.1 Regional Procurement may terminate this Agreement in whole or in part for its convenience by giving written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to give reasons.

10.4 Effect of Termination for convenience

10.4.1 Regional Procurement termination under this clause will not affect any Purchase Order Contract unless the context requires it.

10.4.2 Regional Procurement shall reimburse the Service Provider its unavoidable costs directly incurred as a result of termination provided that any claim by the Service Provider:
(a) must be supported by written evidence of the costs claimed;
(b) will be in total satisfaction of the liability of Regional Procurement to the Service Provider in respect of this Agreement and its termination.

10.4.3 Regional Procurement shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Service Provider as a result of the termination of this Agreement by Regional Procurement.

10.4.4 The Service Provider must, wherever possible, include in all sub-contracts and supply agreements an equivalent provision to this clause.

11. NO ASSIGNMENT OR NOVATION

11.1 The Service Provider must not assign or novate this Agreement without first obtaining the prior written consent of Regional Procurement (such consent not to be unreasonably withheld). In giving approval Regional Procurement may impose such reasonable terms and conditions as deemed necessary.

12. DISPUTE RESOLUTION

12.1 In order to resolve any conflicts or disputes between the Parties promptly and to the satisfaction of the Parties, the Parties agree that the dispute resolution process shall be as defined in the Regional Procurements Special Conditions of Contract SC 4 Dispute Resolution.

12.2 The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

13. WAIVER

13.1 A waiver in respect of a breach of a term of this Agreement by the other Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

14. SEVERABILITY

14.1 If any part of this Agreement is void or voidable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

15. NOTICES

15.1 Notices must be sent to the other Party at their stated address, or the address last notified to the other Party in writing, or in the case of the Service Provider, at the Service Provider's registered office.

15.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post, facsimile transmission or e-mail.

15.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

16. COUNTERPARTS

16.1 If there are a number of counterparts of this Agreement, the counterparts taken together constitute one and the same instrument.

17. RIGHTS CUMULATIVE

17.1 The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

18. DELIVERIES

18.1 Guaranteed Delivery Time

18.1.1 The Service Provider must deliver the Goods within the relevant Guaranteed Delivery Time.

18.1.2 If the Service Provider fails to deliver by the Guaranteed Delivery Time and has not been granted an extension of time for delivery under clause 18.2, the Council may terminate the Purchase Order Contract under clause 28.

18.2 Extension of Time

18.2.1 Where there is likely to be a significant delay in the Service Provider discharging an obligation under this Agreement because of a Circumstance Beyond the Service Provider's Control (other than a circumstance arising out of any act or omission on the part of the Service Provider), the Service Provider will:

(a) within 7 days of becoming aware of the possibility of such a significant delay, notify the Participating Council, in writing of the circumstances which the Service Provider considers will give rise to the delay, and the extent or likely extent of the delay and strategies proposed to manage the consequences of the delay; and

(b) request a reasonable extension of time.

18.2.2 The Participating Council may consent to a request for extension of time under this clause 18.2 provided that:

(a) the Service Provider uses its best endeavours to minimise the delay and recover lost time; and

(b) where appropriate, the Service Provider provides the Council with a plan indicating in detail the steps the Service Provider proposes to take to minimise the impact of the Circumstance Beyond its Control.

18.2.3 The Participating Council may terminate the Purchase Order Contract in accordance with clause 28 if the delay continues beyond the time consented to in this clause 18.

18.2.4 The Service Provider will not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with the delay, unless caused by the wilful act or omission of the Participating Council.

19. SUPPLY OF GOODS

19.1 Specified Goods

19.1.1 The Service Provider must supply only the Goods specified in this Agreement unless otherwise approved in writing by Strategic Services Australia.

19.2 Delivery and Acceptance of Goods

19.2.1 The Service Provider must deliver the Goods to the place or places nominated in the Purchase Order and within the Guaranteed Delivery Time.

19.2.2 Title in the Goods shall pass to the Participating Council on satisfactory delivery of the Goods in accordance with the Purchase Order Contract.

19.2.3 Delivery and receipt of the Goods shall not be taken to be an acceptance of the Goods by the Participating Council.

19.2.4 The Participating Council may reject Goods which are not in accordance with the Purchase Order Contract.

19.2.5 Receipt of delivery, acceptance or payment shall not prejudice the right of the Participating Council to maintain an action for breach of condition or warranty should the Goods prove to be of inferior quality or contrary to the requirements of the Purchase Order Contract.

19.3 Rejection of Goods

19.3.1 Upon rejection of any Goods in accordance with clause 19.2.4 the Participating Council shall notify the Service Provider and may direct that the rejected Goods be removed and replaced or rectified at the Service Provider's risk and expense within such reasonable time as the Council may direct.

19.3.2 If the Service Provider fails to remove or rectify the rejected Goods within the time directed, the Participating Council may have the rejected Goods re-delivered at the Service Provider's risk and expense.

19.3.3 Where the Service Provider fails to deliver the Goods by the Guaranteed Delivery Time, or where Goods are rejected and the Service Provider fails to replace the rejected Goods or to deliver Goods conforming to the Agreement, the Participating Council:

(a) may purchase from another supplier substitute Goods of the kind and quality ordered; or

(b) where it is not possible or practicable to purchase from another supplier substitute Goods of the kind or quality ordered, purchase goods or services which in the reasonable opinion of the Participating Council are most suitable, even though such goods or services are of a superior kind and quality to the Goods.

19.3.4 In both cases listed in clause 19.3.3 any extra cost or expense incurred over and above the Contract Price, shall be a debt due from the Service Provider to the Participating Council.

20. PAYMENT

20.1 Security of Payments Act

20.1.1 Where this Agreement is a Construction Contract for the purposes of the *Building and Construction Industry Security of Payments Act 1999* (**Security of Payments Act**) then all references to the Security of Payments Act included in this clause 20 will apply.

20.2 Payment of Contract Price

20.2.1 In consideration for the Service Provider providing the Goods, the Participating Council shall, subject to the terms and conditions of the Purchase Order Contract, pay the Service Provider the Contract Price in the amounts and at the times set out in the Purchase Order Contract and if this Agreement is a Construction Contract, no more than the maximum time frames specified in accordance with the Building and Construction Industry Security of Payments Act 1999 (**Security of Payments Act**).

20.2.2 Failure by any Participating Council to pay the Contract Price at the due time will not be grounds for the Service Provider to avoid this Agreement.

20.3 **Invoices and Time for Payment**

20.3.1 The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted, and if this Agreement is a Construction Contract, provide a supporting statement regarding payment to subcontractors in accordance with the Security of Payments Act and Building and Construction Industry Security of Payment Amendment (Supporting Statement) Regulation 2014. A *Supporting Statement by Head Contractor* form can be downloaded from the following website: https://www.procurepoint.nsw.gov.au/supplying/security-payment.

20.3.2 The making of a payment is not an acknowledgment that the Goods have been supplied in accordance with the Purchase Order Contract, but shall be taken to be payment on account only.

20.3.3 The Service Provider will not be entitled to any credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Goods.

20.4 Time for Payment

20.4.1 Subject to the Service Provider complying with Special Conditions of Contract SC-2 Written Statements, the Principal shall pay the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct or, if this Agreement is a Construction Contract, the timeframes provided for in the Security of Payments Act (being, in respect of a payment by the Principal to the Service Provider, 15 business days from the date of the making of a payment claim in accordance with this clause).

20.5 **Disputed Claims**

20.5.1 If the Participating Council disputes the invoice amount the Council shall certify the amount it believes is due for payment and shall pay that amount and the liability for the balance of payment shall be determined in accordance with the provisions of the Agreement and if this Agreement is a Construction Contract, the Security of Payments Act.

20.5.2 If this Agreement is a Construction Contract, the procedure for recovering payment claims and adjudicating payment disputes is further and otherwise governed by the Security of Payments Act.

21. **SET-OFF/MONEY RECOVERABLE BY PARTICIPATING COUNCIL**

21.1 The Participating Council may deduct from amounts which may be payable or which may become payable to the Service Provider, any amount due from the Service Provider to the Council in connection with the supply of the Goods.

21.2 Without limiting clause 21.1, any damages, costs and expenses recoverable by the Participating Council from the Service Provider in consequence of the Service Provider's breach of the Purchase Order Contract may be deducted from money then due to the Service Provider under the Purchase Order Contract. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Service Provider to the Council and may be:

(a) set off against any other money due to the Service Provider by the Participating Council under this or any other agreement between the Council and the Service Provider; or

(b) recovered from the Service Provider by the Participating Council in an appropriate court.

21.3 Nothing in this clause will affect the right of any Participating Council to recover from the Service Provider the whole of the debt or any balance that remains owing after deduction.

21.4 For the purposes of this clause, Regional Procurement may act for and on behalf of any Participating Council for the purpose of assessing and certifying any damages, losses, costs and expenses sustained or incurred by the Council as a result of the breach of the Purchase Order Contract.

22. THE SERVICE PROVIDER'S ADDITIONAL EXPENSES

22.1 The Participating Council will only reimburse the Service Provider any reasonable costs, expenses, or charges incurred by the Service Provider and not provided for in the Purchase Order Contract where the Service Provider has first obtained the Council's written approval.

23. SERVICE PROVIDERS' WARRANTIES

23.1 The Service Provider warrants that what it is providing will meet the requirements of the Agreement, unless it has expressly warned the Principal in its tender that its offer will not meet some of these requirements. In addition the Service Provider warrants:

(a) the Service Provider has the right to sell and transfer title to materials and Goods and all other things required to the Principal;

(b) in relation to materials and goods provided under this Agreement to the Participating Council they :

(i) are new when delivered (except as otherwise provided in the Agreement);

(ii) are fit for the purpose stated in the Agreement, or if no purpose is stated, the purpose for which the materials and goods would ordinarily be used;

(iii) conform amongst other things to the description, model number and the samples (if any) provided by the Service Provider;

(iv) are free from defects including any defect in installation;

(v) have been manufactured, constructed or assembled in the factory disclosed by the Service Provider as the place of manufacture, construction or assembly; and

(vi) are of merchantable quality and conform to any legally applicable standards;

(vii) at the time ownership of a Good passes to the Participating Council, the Good will be free from any charge or liability.

24. WARRANTY PERIOD

24.1 The Service Provider shall remedy any error or defect in a warranted Good that has been notified to it by a Participating Council during the Warranty Period at the Service Provider's own cost and expense.

24.2 If the Service Provider fails to remedy an error or defect in a warranted Good within 30 days after notification by the Participating Council, the Council may arrange for performance of the necessary remedial work by a third party at the Service Provider's expense.

24.3 The rights and remedies provided in this clause 24 are in addition to, and do not limit, any other rights of the Participating Council under the Purchase Order Contract or otherwise at law.

25. THIRD PARTY WARRANTIES

25.1 Where the Service Provider supplies Goods that have been procured from third parties, the Service Provider assigns to the Participating Council, to the extent permitted by law, the benefits of any warranties given by the third parties.

25.2 Assignment of any third party warranties is in addition to the warranties offered directly by the Service Provider under a Purchase Order Contract and does not relieve the Service Provider from the obligation to comply with the Service Provider's own warranties.

26. NO ASSIGNMENT OR SUB-CONTRACTING OF PURCHASE ORDER CONTRACT

26.1 The Parties agree that the Service Provider will not assign and/or sub-contract a Purchase Order Contract without first obtaining the written consent of the Participating Council and the Principal (such consent not to be unreasonably withheld), which may be subject to any conditions which the Principal may impose.

26.2 A consent under this clause does not relieve the Service Provider from its liabilities or obligations under the Purchase Order Contract.

26.3 Regardless of any consent given, the Service Provider will be responsible for ensuring the suitability of any sub-contractor and that the sub-contractor meets the requirements of a Purchase Order Contract.

26.4 The Parties agree that the Principal may withdraw its consent to a sub-contractor if in its reasonable opinion the sub-contractor is not meeting the requirements of the Purchase Order Contract. The Principal will notify the Service Provider in writing that its consent is withdrawn and the Service Provider will immediately terminate its arrangement with the sub-contractor.

26.5 The Service Provider will be liable for any acts or omissions of any sub-contractor or any employee or agent of the sub-contractor as fully as if they were the acts or omissions of the Service Provider and will indemnify and release the Participating Council from any liability or loss resulting from the acts or omissions of any sub-contractor.

26.6 The Service Provider will ensure that a sub-contractor is aware of and complies with all the terms and conditions of the Purchase Order Contract.

27. VARIATION OF A PURCHASE ORDER CONTRACT

27.1 The standard provisions of a Purchase Order Contract shall not be varied except by agreement in writing signed by the Parties and having first obtained the consent in writing of the Principal.

28. PURCHASE ORDER TERMINATION BY PARTICIPATING COUNCIL

28.1 Without prejudice to its rights at common law, the Participating Council may immediately terminate the Purchase Order Contract, by written notice to the Service Provider ("Notice of Termination"):

(a) where proceedings are commenced by the Independent Commission Against Corruption or similar public body against the Service Provider including for corrupt conduct or for collusive pricing;
(b) where the Service Provider commits a Substantial Breach of the Purchase Order Contract that is not capable of remedy;
(c) where the Service Provider commits a Substantial Breach of the Purchase Order Contract in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Participating requiring it to do so ("Notice of Breach"), or such further time as the Participating Council may reasonably allow;
(d) where the Service Provider assigns its rights and/or obligations, or subcontracts the Purchase Order Contract otherwise than in accordance with the Purchase Order Contract; or
(e) in the case of the Service Provider's Insolvency.

28.2 In the event of termination, the Participating Council:

(a) may procure from any other source a reasonably similar alternative to the Goods suitable to the Participating Council and the Service Provider shall be liable to the Council for any reasonable extra expense incurred together with any loss sustained by the Council;
(b) may, by notice in writing to the Service Provider, require the Service Provider at its expense to remove the specified Goods not accepted by the Participating Council and to dismantle or remove specified work from the Council's premises by a date specified in the notice;
(c) shall be liable under the Purchase Order Contract to pay only for the Goods delivered and accepted by the Participating Council or performed to the satisfaction of the Council, in accordance with the Purchase Order Contract; and
(d) may recover from the Service Provider the amount of any loss or damage suffered by the Participating Council as a result of the termination.

This clause will survive the termination of the Purchase Order Contract.

28.3 If the Participating Council terminates this Purchase Order Contract the Council may:

(a) deduct any loss or damages arising from or in connection with the termination, from any money due, or which may become due to the Service Provider and/or from the Security (if any); and
(b) recover from the Service Provider in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Service Provider to the Participating Council.

28.4 The Participating Council's termination under this clause will not affect the Agreement, unless the context requires it.

28.5 Any termination by the Participating Council is without prejudice to any accrued rights or remedies of the Council under the Purchase Order Contract.

Price Schedule T051819NAMOI - Supply and Delivery of Aggregates

All Prices are Excluding GST

Liverpool Plains Shire Council

No travel time or meal break charges are allowed for this tender.
There is provision for a delivered rate per km if required by council this is added to the unit rate of
Testing of Materials may be requested by the member council at the tenderers Cost.

Gravels DGB				
Material Description		**Estimated Usage**	**Price ($/Tonne) Ex gst.**	**Product Code**
1) DGB20 (HD)				
Nominated Supply Source:				
	Pick up from Quarry		$0.00	
	Delivered to Site per km		$0.00	
2) DGB20				
Nominated Supply Source:				
	Pick up from Quarry		$0.00	
	Delivered to Site per km		$0.00	
3) DGB40				
Nominated Supply Source:				
	Pick up from Quarry		$0.00	
	Delivered to Site per km		$0.00	
Gravels DGS				
DGS 20 mm nominal size Densely Graded Subbase				
DGS 40 mm nominal size Densely Graded Subbase				
Material Description				
1) DGS20 (HD)				
Nominated Supply Source:				
	Pick up from Quarry		$16.30	20MM Minus Overburden
	Delivered to Site per km		$0.00	
2) DGS40				
Nominated Supply Source:				
	Pick up from Quarry		$14.25	40MM Minus Overburden
	Delivered to Site per km		$0.00	
Quarry opening fee				
Quarry opening fee if required outside normal operating hours 7.00am - 5.30pm Monday To Friday 7.00am - 5.30pm Monday To Friday			$0.00	

Tenderers Signature.....