

# Part A: Invitation to Offer

Department of Transport and Main Roads

Invitation Title: Supply of buses and the provision of maintenance services and parts

Reference No: TMR8023

Date of Issue: 18 September 2023

Closing date: 29 September 2023

### NOTE TO SUPPLIERS

The Invitation to Offer (ITO) contains:

- **Part A: Invitation to Offer – SUPPLIER TO READ AND RETAIN** – provides information about the ITO, the evaluation criteria and ITO conditions.
- **Part B: Contract Details – SUPPLIER TO READ AND RETAIN** – provides details of the intended Contract (in draft). If a Supplier is successful, a final Contract Details document will be agreed to by the Supplier and Customer.
- **Part C: ITO Response Schedules – SUPPLIER TO COMPLETE AND RETURN** – details the information required, for completion by the Supplier, to submit an offer and includes the Supplier's acknowledgements and certifications.

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Released under RTI - DTMR

3447-0033-6166v2

## 1. Information about this opportunity

This section sets out information about the Invitation Process, the Customer's objectives and key details that the Supplier needs to know in order to submit its offer.

This section will not form part of the Supplier's offer.

Documents included in the ITO process are detailed in section 1.6 of this document.

The Supplier **must not** make any changes to either this Part A: Invitation to Offer or Part B: Contract Details.

### 1.1 About the Queensland Procurement Strategy

The Queensland Procurement Strategy focus is to ensure informed decisions are made about how government funds are used to prioritise Queensland businesses, support local jobs in regional Queensland and achieve more positive outcomes on behalf of taxpayers.

The Strategy outlines how the Queensland Government will use its spend to support the Government's objectives to:

- help Queenslanders prosper;
- make it easier for local businesses; and
- create and sustain real value in order to achieve positive economic, social and environmental outcomes across the State.

It also demonstrates the Government's focus on delivering for regional Queensland and its commitment to investing in technology and innovation and to choose ethical businesses.

The Strategy is supported by the Queensland Procurement Policy, which applies to agencies and government-owned corporations.

This ITO will deliver customer-focused, value for money outcomes and encourage strong industry partnerships and innovative procurement.

### 1.2 Summary of opportunity and Customer objectives

Suppliers are invited by the Customer to submit an offer for ITO No. TMR8023 for the supply of buses and the provision of maintenance services and parts as specified in Part B: Contract Details document.

The Customer is committed to advancing the economic, environmental and social objectives of the Queensland Government, including maximising Queensland suppliers' opportunities to participate in government business, supporting regional and remote economies, and doing business with ethically, environmentally and socially responsible suppliers.

The scope of the potential Contracts will cover the following requirements (see Part B – Contract Details – Schedule 1 Requirements for full details):

- (a) Supply of Buses; and
- (b) Maintenance Services, including supply of spare parts.

The following is out-of-scope for this ITO:

- (a) Buses less than 10m or exceeding 12.5m; and
- (b) Buses fuelled with compressed natural gas.

For information regarding completing tenders for government business, please refer to [Supply to Queensland Government](#).

## 1.3 Closing time and date

Offers must be lodged by **4pm** Australian Eastern Standard Time on **Friday, 29 September, 2023**.

## 1.4 Indicative timetable (subject to change)

<b>Invitation issued</b>	18 September 2023
<b>Briefing session (if applicable)</b>	Not Applicable
<b>Closing date for questions</b>	25 September 2023
<b>Closing date and time for offers</b>	29 September 2023 4pm AEST
<b>Intended completion date for evaluation of offers</b>	13 October 2023
<b>Intended negotiations with Supplier(s)</b>	14 - 20 October 2023
<b>Intended date for formal notification of successful Supplier</b>	Week commencing 23 October 2023
<b>Intended Contract start date</b>	Week commencing 23 October 2023

## 1.5 Evaluation

### 1.5.1 Evaluation process

The offer evaluation process will involve an assessment of Supplier offers received against the criteria listed below. The Customer reserves the right to shortlist offers during the evaluation process using these evaluation criteria or a subset of the criteria. The evaluation process may also involve discussions with Suppliers, reference, financial and corporate checks, a demonstration from shortlisted Suppliers and/or site visit assessment.

Any Supplier offer that has demonstrated a failure in capability or capacity to meet the Customer's requirements for any evaluation criterion may be set aside from further evaluation.

The Customer may require shortlisted Suppliers, as part of the evaluation process, to attend a formal negotiation meeting to discuss and confirm details of the Supplier's offer and both parties understanding of the requirements.

### 1.5.2 Evaluation criteria

The Customer is not evaluating offers on the sole criterion of price. The criteria against which the Supplier's offer will be evaluated includes:

### Mandatory criteria

- (a) Ethical Supplier Threshold;
- (b) Supplier Code of Conduct;
- (c) Compliance with all relevant Australian legislation, regulations and standards;
- (d) Use of Queensland manufacturing/body building capabilities;
- (e) Declaration of legal action; and
- (f) Financial Viability of the Supplier and subcontractors, and sustainability of the Offer

### Non-mandatory criteria

- (a) Technical solution;
- (b) Capability and experience;
- (c) Price and warranties;
- (d) Local Benefit;
- (e) Contract compliance and legal;
- (f) Demonstration of best practice principles; and
- (g) Opportunities for innovation and improvement

See Part C: ITO Response Schedules for full requirements of each of these criteria.

## 1.6 Documents that make up the ITO

This ITO is made up of the following documents and includes the definitions and rules of interpretation available on the [Queensland Government website](#).

Document	Instructions to Supplier
<b>Part A    Invitation to Offer (ITO)</b> For information only. Provides details of offer conditions, timetable, contacts, evaluation criteria and other general information.	<b>READ ONLY</b> <b>Supplier to read and retain.</b>
<b>Part B    Contract Details</b> Part B contains draft agreements that will be used to contract with the successful Supplier (which are referred to in this ITO as the "Comprehensive Contract Conditions"). The Comprehensive Contract Conditions contain variables and Schedules that will be	<b>READ AND PROVIDE ANY DEPARTURES</b> <b>Supplier to read and retain.</b> <b>Supplier to provide details of any proposed departures to the Contracts in Section 5.2 (Contract</b>

Document	Instructions to Supplier
<p>completed prior to execution based on the successful Supplier's response and any negotiations between the Customer and Supplier (including negotiations on any departures proposed).</p> <p>For clarity, due to the specialised nature of the services being procured under the ITO, the document titled 'Comprehensive Contract Conditions', (version 3.1 – published February 2023), available at <a href="http://www.forgov.qld.gov.au/generalgoods-and-services-templates">www.forgov.qld.gov.au/generalgoods-and-services-templates</a> will not be used to form a contract with the successful Supplier. The Comprehensive Contract Conditions in Part B will form the basis of the contractual arrangements with the Supplier.</p>	<p><b>Departures) of Part C: ITO Response Schedules.</b></p>
<p><b>Part C ITO Response Schedules</b></p> <p>The Response Schedules are for completion by the Supplier to submit an offer. The Supplier is to ensure that its offer is signed by a representative who is authorised to sign the offer on its behalf.</p> <ul style="list-style-type: none"> <li>○ <b>Schedule A – Response Schedules (including Attachments 1 – 3)</b></li> <li>○ <b>Schedule B – Alternative and innovative offers</b></li> <li>○ <b>Supplier acknowledgements and certifications</b></li> </ul>	<p><b>COMPLETE AND RETURN</b></p> <p><b>Supplier to complete, sign and return with offer.</b></p> <p><b>Supplier to complete and return with offer, <u>only if submitting an Alternative offer or Innovative offer.</u></b></p> <p><b>Supplier to complete, sign and return with offer.</b></p>

## 1.7 Formation of a contract

The Supplier must submit their Offer within **Part C: ITO Response Schedules** and confirm acceptance of or otherwise identify any proposed departures from the Comprehensive Contract Conditions and/or any additional terms specified by the Customer.

A Contract will not be formed until a final Contract Details document is agreed between the Customer and the Supplier. The final Contract Details document is agreed to by both parties.

## 1.8 Offer validity period

Offers must remain open and capable of being accepted by the Customer for a minimum period of **60 days**.

## 1.9 Requirements to be a conforming offer

To be a Conforming Offer, the offer must:

- (a) be received by the closing date and time;
- (b) be received in the format and method described in this ITO;
- (c) be open for the minimum validity period;
- (d) satisfy all mandatory requirements;
- (e) respond to all sections of the ITO document Response Schedules within Part C; and
- (f) review any associated documents referred to in the Contract Details.

## 1.10 Offer clarifications or questions

All clarifications or questions related to the ITO must be communicated in writing directly to the Customer contact person identified in section 1.14 and in accordance with the timeframes identified in section 1.4.

## 1.11 How offers are to be submitted

Offers must be lodged electronically to the [QTenders website](#) at <http://www.hpw.qld.gov.au/qtenders> in accordance with the following:

- (a) Offers must be submitted in the following software package/s: **one copy** in Microsoft Word (and Microsoft Excel as required) compatible with Microsoft Office 2003 and **one copy** in Adobe PDF;
- (b) All files that comprise an offer must be uploaded on the QTenders website;
- (c) Suppliers responding to a public ITO must log in using the system user name and password, before uploading the offer;
- (d) Suppliers responding to a select ITO must first log in using the system user name and password, to access the ITO; and
- (e) Electronic file limits are 100MB per upload. This can be a 1x100MB file or 50x2MB files. If the supplier has more than that to upload, the supplier would need to do multiple uploads. QTenders will place all of that supplier's uploads under their business ID. It should be noted that, depending on the connection and other circumstances, large uploads of multiple files can take a while, and it may be better for the Supplier to upload in smaller batches of files.

## 1.12 Invitation to offer conditions

The ITO Conditions are set out in [Attachment A](#) of this document.

## 1.13 Invitation to offer conditions – additional provisions

The following additional ITO Conditions will apply to the ITO.

Clause Number	Invitation to Offer Conditions

<b>Not Applicable</b>	Not Applicable
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## 1.14 Customer's contact person

The Customer's contact person/s for this ITO process:

<b>Name</b>	Procurement Officer
<b>Position</b>	Procurement Officer - Commercial Partnerships
<b>Agency</b>	Passenger Transport Services   Translink Division
<b>Email</b>	TMRRailReplacementBusProcurement@translink.com.au

## 1.15 Complaints

If at any time during the ITO Process, a Supplier considers that it has been unreasonably or unfairly treated, and the Supplier has not been able to resolve the issue with the Customer's contact person, the Supplier may request for the issue to be dealt with in accordance with the Customer's complaint management process and directed to:

[chiefprocurementoffice@tmr.qld.gov.au](mailto:chiefprocurementoffice@tmr.qld.gov.au) with the subject '*Attention: Complaints Manager*'

Further details on the complaints management process can be found via: [Make a complaint - Procurement | For government | Queensland Government](#).

The Supplier should contact the below person if the matter is unable to be resolved with the Customer's contact person:

<b>Name</b>	Deanne Hawkswood
<b>Position</b>	Chief Procurement Officer
<b>Agency</b>	Department of Transport and Main Roads
<b>Email address</b>	<a href="mailto:chiefprocurementoffice@tmr.qld.gov.au">chiefprocurementoffice@tmr.qld.gov.au</a>

## 1.16 Privacy notice

The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and any Contract formed. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Procurement Policy. An individual can gain access to Personal Information held by the Customer about the individual in certain circumstances.

# 2. Requirements

## 2.1 Purpose

The Department of Transport and Main Roads (TMR) is seeking offers for the supply of buses and maintenance services including parts.

## 2.2 Objectives/Scope

TMR's objectives in relation to this Invitation to Offer are to:

- Support local Queensland manufacturing by partnering with bus manufacturer/s who will subsequently work with local Queensland bus body builders to deliver 200 buses and can provide ongoing maintenance services and spare parts;
- Develop local content and manufacturing opportunities through the entire bus supply chain;
- Achieve delivery of all 200 buses by December 2024; and
- Achieve value for money.

## 2.3 Background

TMR have identified a need for additional rail replacement buses to support the high number of projects requiring rail track closures in upcoming years. Concurrently, TMR have identified an opportunity to support the ongoing sustainability of the local bus manufacturing industry in Queensland and ensure ability to manufacture buses into the future. Using the Queensland Government's *Buy Queensland* approach to procurement, this invitation seeks to foster quality local jobs, support local businesses and encourage local manufacturing through a requirement for all bus bodies to be delivered by local Queensland businesses.

While this procurement is predominantly for diesel buses, there is an opportunity to investigate Supplier capability to shift production from diesel buses to zero emission buses in the later stages of the delivery schedule.

## 2.4 Requirements

- Design and manufacture of 200 diesel buses in accordance with TMR's Diesel Bus specification included in Section 3.1 of Part C and which are compliant with Australian Design Rules (ADR) and *Disability Discrimination Act 1992* (DDA) requirements.
- Delivery of diesel buses as per the "Bus Build Schedule" included in Part B – Bus Supply Agreement (DRAFT), with the final bus to be delivered no later than December 2024. A full delivery schedule must be provided with the Offer, with the final schedule to be negotiated and agreed with the successful Supplier.
- Execute and manage sub-contracts with bus body builder/s (with manufacturing facilities in Queensland) and other suppliers in the supply chain.
- Registration of buses.
- Delivery of buses to TMR.
- Delivery of driver familiarisation and workshop training for bus operators.

- The provision of maintenance for one (1) year, with two (2) optional extensions each of one (1) year, as per the terms included in Part B – Bus Maintenance and Service Agreement.
- The maintenance and management of necessary inventory and spare parts to support maintenance activities.
- Financial viability of Supplier and any material sub-contractor.
- Financial sustainability of Offer.

## 2.5 Support for Government objectives

TMR seeks to attract highly credible Suppliers, big and small, that can demonstrate a commitment to the State's Procurement objectives, targets and commitments as outlined in the [Queensland Procurement Policy](#) (QPP).

This means Suppliers capable of:

- delivering value for money in economic, social and environmental terms;
- demonstrating a commitment to involvement with Social Enterprises and Indigenous Queenslanders;
- demonstrating a commitment to Social Responsibility including but not limited to Environmental Sustainability practices;
- supporting a zero-tolerance to domestic and family violence in the workplace and the broader community; and
- supporting regional economies.

Suppliers are required to ensure that any commitments outlined in their Part C: ITO Response Schedule are maintained for the duration of the Contract.

As part of their Response, Suppliers are required to provide information regarding their support for the principles of the QPP (refer to Part C: ITO Response Schedule, Section 7).

This procurement is bound by the principles of the Queensland Charter for Local Content.

# Attachment A – ITO conditions

## 1. Interpretation

These ITO Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.1 published February 2023) will apply to these ITO Conditions, available via this [website](#). **Note:** Due to the specialised nature of the services being procured under this ITO, the document titled 'Comprehensive Contract Conditions', (version 3.1 – published February 2023), available at [www.forgov.qld.gov.au/generalgoods-and-services-templates](http://www.forgov.qld.gov.au/generalgoods-and-services-templates) will not be used to form a contract with the successful Supplier. In this ITO, the "Comprehensive Contract Conditions" comprise the draft agreements provided with Part B – Contract Details.

## 2. Invitation process

### Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer during the Offer Validity Period.

### Customer discretion

The Customer may make any changes to the Invitation Process in its absolute discretion by notifying the Supplier, including publication on the Queensland Government QTenders website were considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing requirements;
- (c) amending dates, including extending the closing date and time;
- (d) amending the evaluation criteria stipulated in the ITO; and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing Date and Time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) obtain information about the Supplier relevant to the evaluation criteria that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer;
- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;

- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;
- (g) amend the evaluation criteria stipulated in the ITO document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others;
- (k) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (l) change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract; or
- (m) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during the Invitation Process.

The Supplier will not make any claim in connection with a decision by the Customer to exercise or not to exercise any of its rights in relation to the Invitation Process.

## Contract structure

The Supplier's attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables; and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

## Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

## No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. Accordingly, a Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process, including but not limited to any failure by the Customer to comply with these ITO Conditions.

## 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focused approach, seeking opportunities to innovate and improve value for money. Accordingly, suppliers are encouraged to

submit alternative and/or innovative offers where they believe that the alternative will promote the Customer's objectives.

A supplier must submit a Conforming Offer in Schedule A for an Alternative/Innovative Offer to be considered.

## 4. No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the ITO process, the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier's offer.

## 5. Supplier cost

Participation in the Invitation Process is at the Supplier's cost. The Customer is not required to pay compensation to the Supplier in relation to the Invitation Process in any circumstances, for any reason.

## 6. Subject to contract

No Contract will be formed between the Customer and the Supplier unless and until a contract is established in one of the ways identified in the Comprehensive Contract Conditions.

## 7. Compliance

The Supplier must:

- (a) (**communication**) direct all inquiries relating to the ITO to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) (**laws**) comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the ITO, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the ITO, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (d) (**privacy**) if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the Customer with the privacy principles in the *Information Privacy Act* or the Australian Privacy Principles in the *Privacy Act*, as applicable, in relation to that Personal Information, and comply with all reasonable directions of the Customer relating to the Personal Information.
- (e) (**no publicity**) not make any public announcements or advertisement relating to the Invitation Process.

- (f) (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (g) (**Personnel**) ensure that its Personnel also comply with these requirements.
- (h) (**insurances**) if required in Part B: Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

## 8. Warranties

### Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel has engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Invitation Process, or any actual or potential Contract with any entity for goods and services similar to the Goods and Services.

### Conflict of interest

The Supplier warrants that neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

The Supplier warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the Customer and the Supplier's interests during the Invitation Process and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

### Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) connected with the Invitation Process ('Supplier Information') are complete, accurate, up-to-date and not misleading in any way.

### Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process ("relevant period").

The Supplier warrants that it will immediately notify the Customer if it becomes aware that any warranty made in this section was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way, during the relevant period.

## Breach of warranty

In addition to any other remedies available to it under Law or contract, the Customer may, in its absolute discretion (but is not required to), immediately disqualify a Supplier from the Invitation Process, or terminate the Contract with the Supplier, which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

## 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the interest to the chief executive of the department for which they are employed, and the chief executive authorises the person in writing, to hold or acquire the interest.

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the *Criminal Code 1899* (Qld).

## 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and
- (b) the Supplier's compliance with its obligations under these ITO Conditions.

## 11. Supplier confidential information

The Customer will keep confidential all Confidential Information of the Supplier which it obtains as part of the Invitation Process.

The Customer may use Supplier Confidential Information for the purposes of the Invitation Process.

The Customer may disclose Supplier Confidential Information:

- (a) to its Personnel for the purposes of the Invitation Process;
- (b) as required under the *Right to Information Act 2009* (Qld) or *Information Privacy Act*;
- (c) as required by Law;
- (d) to a Minister, their advisors or Parliament;
- (e) to its professional advisors.

The Customer may publish information about the Invitation Process and any resulting Contract on the [Queensland Contracts Directory](#), where required or recommended by the Queensland Procurement Policy.

## Part B: Contract Details

Used to create a Contract

Department of Transport and Main Roads

Contract Number: TMR8023

For the provision of: Supply of buses and the provision of maintenance services  
and parts

## **NOTE TO SUPPLIERS**

The Invitation to Offer (ITO) contains:

- Part A: Invitation to Offer (ITO) **SUPPLIER TO READ AND RETAIN**.
- Part B: Contract Details **SUPPLIER TO READ AND RETAIN** - provides details of the intended Contract (in draft), including the Requirements, Price and Payment terms, Performance Monitoring and Governance requirements. If a Supplier is selected by the Customer to enter into a Contract, the Contract Details document will be finalised and agreed between the parties. The Contract will only be established once it is agreed to by both parties.
- Part C: ITO Response Schedules **SUPPLIER TO COMPLETE AND RETURN**.

To submit an offer and includes the Supplier's acknowledgements and certifications.

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**Part A: ITO Particulars – Refer to separate document**

**Part C: ITO Response Schedules – Refer to separate document**

## Section 1 - General information

This Contract is for the supply of buses and the provision of maintenance services and parts.

This Part B contains two (2) draft agreements that will be used to contract with the successful Supplier (which are referred to in this ITO as the “**Comprehensive Contract Conditions**”):

- Draft Bus Supply Agreement (**Attachment A**)
- Draft Bus Maintenance and Service Agreement (**Attachment B**).

The Comprehensive Contract Conditions contain variables and Schedules that will be completed prior to execution based on the successful Supplier’s response and any negotiations between the Customer and Supplier (including negotiations on any departures proposed).

For clarity, due to the specialised nature of the services being procured under the ITO, the document titled ‘Comprehensive Contract Conditions’, (version 3.1 – published February 2023), available at [www.forgov.qld.gov.au/generalgoods-and-services-templates](http://www.forgov.qld.gov.au/generalgoods-and-services-templates) will not be used to form a contract with the successful Supplier. The Comprehensive Contract Conditions in Part B will form the basis of the contractual arrangements with the Supplier.

The Contract will be formed between the Customer and the Supplier as set out in the Comprehensive Contract Conditions.

The Customer will appoint a Contract manager. The Contract manager will be responsible for the management of the Contract throughout the term of the Contract. The Customer may change the Contract manager from time to time.

The Customer may engage other Suppliers for the supply of buses and the provision of maintenance services and parts.

The Supplier will work collaboratively with the Customer to ensure the benefits of purchasing under the Contract are achieved.

## **Attachment A – Draft Bus Supply Agreement**

## **Attachment B – Draft Bus Maintenance and Service Agreement**

State of Queensland acting through the Chief Executive of the Department of Transport and Main Roads

[Insert name of Supplier]

# Bus Supply Agreement

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## Parties

State of Queensland acting through the Chief Executive of the Department of Transport and Main Roads ABN 39 407 690 291 of 61 Mary Street, Brisbane, QLD 4000 (TMR)

[#Insert Supplier] ABN [#Insert] of [#Insert address] (Supplier)

## Background

- A TMR requires a supply of Buses.
- B On [#insert date ITO issued#], TMR issued the Invitation to Offer for the supply of Buses that meet TMR's requirements and specifications.
- C The Supplier's response to the Invitation to Offer was accepted by TMR.
- D TMR appoints the Supplier on a non-exclusive basis to supply Buses to TMR in accordance with this Agreement.

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this Agreement, these terms have the following meanings:

**ADR** Australian Design Rules administered by the Australian Government under the *Road Vehicle Standards Act 2018* (Cth).

**After Sales Facility** the facility of the Supplier specified in **item 5 of schedule 1** at which the Supplier will perform the Works (excluding Works subcontracted to Approved Subcontractors at Manufacturing Facilities), including:

- (a) the receipt, inspection, ADR testing and storage of Bus Chassis imported by the Supplier;
- (b) from which Bus Chassis will be delivered to the Approved Subcontractors specified in **schedule 6** for installation of Bus Bodies onto the Bus Chassis;
- (c) the receipt of fully built Buses from the Approved Subcontractors specified in **schedule 6**; and
- (d) the ADR testing and registration of fully built Buses received from the Approved Subcontractors specified in **schedule 6**.

<b>Agreement</b>	this agreement, including its schedules and annexures.
<b>Approval</b>	a consent, licence, permit, authorisation, registration, lodgement, filing, agreement, certificate, permission, direction, authority, approval or exemption issued by an Authority.
<b>Approved Subcontractor</b>	a subcontractor appointed by the Supplier in accordance with <b>clause 29</b> .
<b>Author</b>	any person, including a relevant employee of the Supplier or a subcontractor or any other contributing person who is the author of any Copyright Works, which are assigned or licensed to TMR under this Agreement.
<b>Authority</b>	includes any:  (a) government department (including Commonwealth and State departments and TMR); (b) government or statutory authority; or (c) other person authorised under a Law, which has a right to impose a requirement, or whose consent or approval is required, with respect to the Work or the operation of the Buses for the purpose of servicing the Network.
<b>Background Intellectual Property</b>	the Intellectual Property Rights of the Supplier (excluding the Project Intellectual Property) that it makes available to TMR in the performance of its obligations under this Agreement.
<b>Best Industry Practice</b>	that degree of skill, care, prudence, foresight and good practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person engaged in the same type of undertaking in Australia as that of the Supplier under the same or similar circumstances as those contemplated by this Agreement.
<b>Best Practice Principles Plan</b>	the Best Practices Principles Plan developed by the Supplier and is set out in <b>schedule 18</b> .
<b>Body Build</b>	the manufacture and installation of a Bus Body onto a Bus Chassis so that the completed Bus complies with the Specification and is ready for Supply.
<b>Build Schedule</b>	the build schedule for manufacture and delivery of Buses specified in <b>paragraph 1.1 of schedule 2</b> .
<b>Bus</b>	a Bus which complies with the Specification and is ready for Supply.
<b>Bus Body</b>	[Insert model details]

<b>Bus Chassis</b>	[Insert model details]
<b>Bus Maintenance and Service Agreement</b>	the agreement titled "Bus Maintenance and Service Agreement" made between TMR and the Supplier on or around the date of this Agreement for the maintenance and servicing of the Buses.
<b>Bus Operators</b>	third parties who hold a service contract under the <i>Transport Operations (Passenger Transport) Act 1994</i> .
<b>Buses</b>	the buses detailed in the Specification which are designed and manufactured by the Supplier in accordance with this Agreement.
<b>Business Day</b>	any day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
<b>Change in Control</b>	a change in Control of the Supplier.
<b>Change in Law</b>	an enactment or repeal of, or amendment to, a Legislative Requirement which: <ul style="list-style-type: none"><li>(a) occurs in Australia;</li><li>(b) occurs after the Commencement Date;</li><li>(c) a party is required to comply with in order to not contravene the Law;</li><li>(d) was not reasonably foreseeable prior to the execution of this Agreement; and</li><li>(e) materially and adversely affects the cost to the Supplier performing its obligations under this Agreement,</li></ul> however does not include: <ul style="list-style-type: none"><li>(f) any change in Law relating to Taxes, including GST; or</li><li>(g) a change in Law that was in existence as at the Commencement Date that, by its terms, only came into force after the Commencement Date.</li></ul>
<b>Claim</b>	any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law or otherwise.
<b>Commencement Date</b>	the date stated in item 1 of schedule 1.

<b>Component</b>	a component of a Bus for which a Warranty Period is identified in <b>schedule 14</b> .
<b>Confidential Information</b>	includes all information disclosed to the Supplier by, or on behalf of, TMR, the TMR Representative or any related entity of TMR, including: <ul style="list-style-type: none"><li>(a) information, which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of TMR;</li><li>(b) trade secrets or information, which is capable of protection at Law as confidential information;</li><li>(c) information from a third party, where the Supplier is advised by TMR, the TMR Representative or any related entity of TMR that such information is confidential; and</li><li>(d) information derived or produced, partly or wholly, from the information referred to above, including any calculation, conclusion, summary or computer modelling,</li></ul> whether the information was disclosed: <ul style="list-style-type: none"><li>(e) orally, in writing or in electronic or machine readable form;</li><li>(f) before, on or after the Commencement Date;</li><li>(g) as a result of discussions between the parties; or</li><li>(h) by TMR, any of its related entities or third parties, which is not in the public domain.</li></ul>
<b>Control</b>	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
<b>Copyright Works</b>	any copyright works forming part of the Design Files or any other documentation, which the Supplier is required to provide to TMR or the TMR Representative under this Agreement.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Cure Period</b>	the meaning given in <b>clause 35.1(d)</b> .
<b>Cure Plan</b>	a written document that contains the details required <b>clause 35.2(b)</b> .
<b>DDA</b>	the <i>Disability Discrimination Act 1992</i> (Cth), including the Disability Standards for Accessible Public Transport formulated under that legislation, from time to time.
<b>Defect</b>	any:

- (a) defect, error, omission, deficiency or other imperfection in a Bus in respect of, or arising from, any cause including negligence, design, manufacture, materials or workmanship; or
  - (b) physical damage to a Bus resulting from any of the matters referred to in paragraph (a) of this definition.
- Delivery Date** is the date the Bus is delivered to the Bus Operator and as identified in the Master Delivery Schedule.
- Delivery Point** the address for delivery of the Buses as identified by TMR in the Master Delivery Schedule.
- Design** a complete design of the Buses, as documented in the Design Files.
- Design Files** the electronic design files including:
  - (a) wiring diagrams;
  - (b) engine design;
  - (c) Bus Chassis and Bus Body;
  - (d) inventory of all consumables, parts and components (including the Components);
  - (e) operating and repairs manuals; and
  - (f) all specifications, plans, calculations and other technical information,in a format acceptable to TMR or a format required under this Agreement.
- Development Approval** a development approval required to be granted under the *Planning Act 2016* (Qld) in order to lawfully operate both the Manufacturing Facility and/or After Sales Facility on the Land and, where applicable, required by the Approved Subcontractor under the Law to be able to conduct the Works.
- Dispute** includes any dispute, controversy, difference or Claim between any of the parties as to:
  - (a) the construction of this Agreement;
  - (b) any question regarding the existence, validity or termination of this Agreement;
  - (c) the rights or obligations of a party under this Agreement;
  - (d) any other matter arising out of or relating to this Agreement or the Work; or

- (e) any matter expressly stated or deemed to be a Dispute under this Agreement.

<b>DOTAR Engineer</b>	an independent, appropriately qualified engineer registered with the Department of Infrastructure, Transport, Regional Development, Communications and the Arts.
<b>Emergency</b>	a circumstance where:
	(a) there is a risk, or a potential and immediate threat, to public interest or safety;
	(b) it may be necessary for TMR or any Bus Operator to take immediate action to discharge its statutory duties or powers; or
	(c) the Supplier is unable or unwilling, for any reason, to perform the Works.
<b>Environmental Authority</b>	an approval required to be held by the Supplier under the <i>Environmental Protection Act 1994</i> (Qld) to be able to lawfully conduct the Works at the Manufacturing Facility and/or After Sales Facility and, where applicable, required by the Approved Subcontractor under the Law to be able to conduct the Body Build.
<b>Ethical Supplier Threshold</b>	the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy.
<b>Further Period</b>	the date stated in <b>item 3 of schedule 1</b> .
<b>GST</b>	the goods and services tax, as governed by the GST Act.
<b>GST Act</b>	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>In Service Date</b>	the date on which a Bus commences service on the Network, as identified in the Master Delivery Schedule.
<b>Indemnified Parties</b>	TMR its officers, employees, contractors and agents, but does not include the Supplier.
<b>Initial Term</b>	the period specified in <b>item 2 of schedule 1</b> .
<b>Insolvency Event</b>	includes any of the following:
	(a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;
	(b) a person is taken or must be presumed to be insolvent or unable to pay the person's debts under any applicable legislation;
	(c) an application or order is made for the winding up or dissolution or a resolution is passed or any steps

are taken to pass a resolution for the winding up or dissolution of a corporation;

- (d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;
- (e) a controller (as that term is defined in the *Corporations Act 2001*) is appointed in respect of any property of a corporation;
- (f) a corporation is deregistered under the *Corporations Act 2001* or notice of its proposed deregistration is given to the corporation;
- (g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them;
- (i) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven days or a person presents a petition against himself or herself;
- (j) a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966*; or
- (k) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

**Intellectual  
Property Rights**

all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, materials, documents, methods, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended and revised from time to time).

<b>Invitation to Offer</b>	[To be inserted once name, reference and date of ITO is known.]
<b>Key Personnel</b>	the Supplier's key personnel specified in <b>schedule 11</b> .
<b>KPI Breach</b>	a failure by the Supplier to meet a KPI during any month.
<b>KPIs</b>	the key performance indicators set out in <b>schedule 8</b> .
<b>Land</b>	(a) the land in Queensland on which the After Sales Facility is, or will, be constructed at [#insert RP description and street address#]; and (b) the land in Queensland on which the Manufacturing Facilities are, or will, be constructed at [#insert RP description and street address#].
<b>Law</b>	includes: (a) Commonwealth, State or local legislation, including regulations, by-laws and other subordinate legislation; (b) common law and equity; (c) Authority requirements; and (d) guidelines of the Commonwealth, State and local governments and Authorities.
<b>Legislative Requirements</b>	Australian (whether local, State or Federal) laws, regulations, local laws, by-laws, licences, ordinances, awards, codes, proclamations, orders or industrial awards of any Authority, permits, certificates, consents, approvals and all other lawful requirements that from time to time are applicable to the Supply by the Supplier.
<b>Local Content Plan</b>	the Local Content Plan set out in <b>schedule 10</b> .
<b>Loss</b>	any loss, liability, damage, expense or cost including in relation to any claim, demand, proceeding or complaint of any nature or kind.
<b>Manufacturing Facility</b>	the manufacturing facilities of the Approved Subcontractors identified in <b>item 5 of schedule 1</b> , including: (a) production line for the building of operational Buses, including the manufacture of Bus Bodies onto Bus Chassis; (b) storage area for Bus Chassis, maintenance and spare parts; (c) Bus wash area for water ingress testing;

	(d) paint facility; and (e) appropriate Tools.
<b>Master Delivery Schedule</b>	the meaning given in <b>clause 13.1</b> , in accordance with <b>schedule 16</b> .
<b>Moral Rights</b>	includes any of the rights described in Article 6 of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute (including the <i>Copyright Act 1968</i> (Cth)) or any other law (including any law outside Australia), that exist, or that may come to exist anywhere in the world.
<b>Network</b>	the Translink urban and school network delivered by Bus Operators.
<b>Non-Compliance Event</b>	the occurrence of any of the following: (a) any breach of this Agreement, including any KPI Breach; (b) any act or omission of the Supplier that, in the reasonable opinion of TMR, is likely to result in a Step-in Event if not attended to promptly; or (c) if: (i) any warranties given by the Supplier is, or was untrue or misleading in a material respect when made or repeated; and (ii) the matters in sub-paragraph (i) of this definition had been known to TMR before signing this Agreement, TMR, in its reasonable opinion, would not have entered into the Agreement or would have entered into the Agreement on different terms.
<b>Non-Compliance Notice</b>	has the meaning given in <b>clause 35.1</b> .
<b>Notice of Acceptance</b>	a notice of acceptance of a Bus given by TMR under <b>clause 14</b> .
<b>Operating Plans</b>	the operating plans set out in <b>paragraph 2 of schedule 9</b> .
<b>Order</b>	the meaning given in <b>clause 11.3(a)</b> .
<b>Order Form</b>	the form set out in <b>schedule 5</b> , or such other form specified by TMR.
<b>PPS Act</b>	the <i>Personal Property Securities Act 2009</i> (Cth).

<b>PPS Register</b>	the Personal Property Securities Register established under the PPS Act.
<b>Project Intellectual Property</b>	all Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purposes of, or in connection with the Works including, without limitation, any Intellectual Property Rights in the Design and Design Files and other documents and materials provided, or required to be provided, by the Supplier to TMR under this Agreement (including any Training Materials).
<b>Purchase Date</b>	the date TMR pays the Purchase Price for the Buses to the Supplier in accordance with this Agreement.
<b>Purchase Price</b>	the purchase price payable by TMR for each Bus specified in <b>schedule 3</b> , as amended under <b>clause 12.2</b> .
<b>Quality Assurance Checklist</b>	the checklist set out in <b>schedule 7</b> .
<b>Quality Assurance Documentation</b>	the documentation identified in the Quality Assurance Checklist.
<b>Quality Assurance Inspection</b>	an inspection of the manufacture of each Bus conducted by reference to the Quality Assurance Checklist.
<b>Quality Assurance Inspection Date</b>	for the Supply of Buses, means the date as identified in the Master Delivery Schedule.
<b>Quarter</b>	each 3 month period commencing on 1 January, 1 April, 1 July and 1 October.
<b>Queensland Procurement Policy</b>	the Queensland Procurement Policy published by the Queensland Government as amended from time to time.
<b>Rectification Items</b>	the meaning given in <b>clause 14.3(a)</b> .
<b>Register of Approved Vehicles or RAV</b>	the Register of Approved Vehicles established under the <i>Road Vehicle Standards Act 2018</i> (Cth).
<b>Related Body Corporate</b>	has the meaning given to that term in the Corporations Act.
<b>Resumed Works</b>	the meaning given in <b>clause 26.1(a)(i)</b> .

<b>Road Vehicle Standards Rules</b>	the Road Vehicle Standards Rules 2019 made under the <i>Road Vehicle Standards Act 2018</i> (Cth).
<b>ROVER</b>	the Department of Infrastructure, Transport, Regional Development, Communications and the Arts online portal for applications and approvals under the Road Vehicle Standards legislation.
<b>Security</b>	the meaning given in <b>clause 27(a)</b> .
<b>Security Interest</b>	includes any bill of sale, as defined under any Law, mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust arrangement, encumbrance, contractual right of set off, any security arrangement in favour of any person or any security arrangement which is deemed to be a security interest for the purposes of the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Senior Representatives</b>	the representatives stated in <b>item 9 of schedule 1</b> , or any replacement notified by a party to the other party in writing.
<b>Specifications</b>	TMR's specifications for the Buses set out in <b>annexure A</b> , as amended in accordance with <b>clause 31</b> .
<b>Standards</b>	all domestic and international standards applicable to the manufacture of the Buses (including Components), including:
	(a) applicable standards published by Standards Australia Limited ABN 85 087 326 690; and
	(b) the standards specified in <b>schedule 4</b> .
<b>Step-in Event</b>	occurs where the circumstances involve:
	(a) an Emergency;
	(b) an entitlement for TMR to terminate this Agreement, or actual termination of this Agreement;
	(c) the Supplier is or TMR has reasonable grounds for believing that the Supplier is reasonably likely to be in breach of its obligations to under this Agreement and will be unable to remedy such breach within a reasonable time or at all;
	(d) the Supplier's failure to perform its obligations causes TMR to breach any Law;
	(e) an Authority directs TMR to exercise its Step-in Powers under <b>clause 26.1(a)</b> .
<b>Step-in Party</b>	the meaning in <b>clause 26.1(b)(ii)</b> .

<b>Step-in Period</b>	means any period during which TMR exercises Step-in Powers pursuant to <b>clause 26.1(a)</b> .
<b>Step-in Powers</b>	the meaning in <b>clause 26.1(a)</b> .
<b>Step-out Notice</b>	has the meaning given in <b>clause 26.6(a)</b> .
<b>Supplier Personnel</b>	the officers, employees, contractors and agents of the Supplier, and includes Approved Subcontractors.
<b>Supplier QA Officer</b>	the officer of the Supplier responsible for quality assurance identified in <b>item 8 of schedule 1</b> .
<b>Supplier Representative</b>	the individual identified in <b>item 7 of schedule 1</b> , or any temporary or permanent replacement appointed under <b>clause 19.3</b> .
<b>Supply</b>	the design, manufacture, commissioning and delivery of the Buses in accordance with the requirements of this Agreement and in a state that such Buses are able to be lawfully operated by a Bus Operator.
<b>Taxes</b>	taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any Authority, together with any related interest, penalties, fines and expenses in connection with them.
<b>Technical Maintenance Plan</b>	the plan for each Bus setting out all planned maintenance activities, in accordance with <b>schedule 17</b> and as amended from time to time.
<b>Term</b>	the term of this Agreement, determined by <b>clause 3</b> .
<b>Ticketing Equipment</b>	all ticketing equipment, including:
	(a) driver console units;
	(b) smartcard readers and sign on cards to log in to driver console units; and
	(c) any other ticketing and related equipment,
	which TMR provides to the Supplier for installation in each of the Buses in accordance with <b>schedule 15</b> .
<b>TMR Policies and Plans</b>	the policies and plans listed in <b>schedule 13</b> or any other policies and plans of TMR which the Supplier must comply with in connection with this Agreement.
<b>TMR Representative</b>	TMR's representative stated in <b>item 6 of schedule 1</b> or any replacement appointed under <b>clause 28.1</b> .
<b>Tool</b>	all tools, in good working order and fully serviced, required for the manufacture and repair of a Bus.

<b>Training Materials</b>	the meaning given in <b>clause 24.1(a)</b> .
<b>Variation</b>	includes:
(a)	a variation to the Specifications;
(b)	a variation to a Design approved by TMR under <b>clause 6.3</b> ; or
(c)	a variation to any other aspect of the Works or this Agreement, including any variation that is necessary to comply with a Change in Law.
<b>Variation Order</b>	the meaning given to it by <b>clause 31.1(b)</b> .
<b>Warranty Period</b>	the relevant warranty period set out in <b>schedule 14</b> .
<b>Warranty Work</b>	the meaning given in <b>clause 23(b)</b> .
<b>WH&amp;S Act</b>	the <i>Work Health and Safety Act 2011</i> (Qld).
<b>WH&amp;S Legislation</b>	the WH&S Act and the WH&S Regulation.
<b>WH&amp;S Regulation</b>	the <i>Work Health and Safety Regulation 2011</i> (Qld).
<b>Work</b>	the Supply of the Buses and other work which the Supplier is or may be required to carry out and complete in accordance with this Agreement.

## 1.2 Interpretation and construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

- (iii) any legislation includes subordinate legislation and rules made under it and includes that legislation, subordinate legislation and rules as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) time is to local time in Brisbane, Queensland;
  - (vii) '\$' or 'dollars' is a reference to Australian currency;
  - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
  - (x) this Agreement includes all schedules and annexures to it; and
  - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Agreement;
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
  - (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

### **1.3 Headings**

Headings do not affect the interpretation of this Agreement.

## **2 Objectives**

The Supplier acknowledges and agrees that TMR's strategic objectives in entering into this Agreement with the Supplier are to establish a contracting framework for:

- (a) the design, manufacture and supply of Buses that meet the Specifications and the requirements of this Agreement; and
- (b) ensuring the performance, reliability, safety, and overall quality of the Buses delivered by the Supplier.

## **3 Term**

### **3.1 Initial Term**

This Agreement commences on the Commencement Date and, unless:

- (a) terminated earlier in accordance with the terms of this Agreement; or
  - (b) extended in accordance with **clause 3.2**,
- continues for the Initial Term.

### **3.2 Further Period**

TMR may extend the term of this Agreement beyond the Initial Term for the Further Period by giving notice to the Supplier pursuant to this clause no later than 90 days prior to the end of the Initial Term.

## **4 Non-exclusive appointment**

The Supplier acknowledges and agrees that:

- (a) pursuant to the Invitation to Offer or otherwise, TMR may appoint other suppliers to:
  - (i) design, manufacture, commission and supply Buses to TMR, to achieve the Specification(s) or specifications similar to the Specifications; and
  - (ii) perform works for TMR that are the same, or similar to, the Works; and
- (b) it is not the exclusive supplier to TMR of Buses that meet, or are designed and manufactured in accordance with, the Specifications.

## **5 Supplier's general obligations**

- (a) The Supplier must perform the Work in accordance with the requirements of this Agreement, with the professional skill, care and diligence expected of a competent contractor experienced in providing Buses, services and work similar to the Work.
- (b) The Supplier must, at all times during the Supplier's performance of its obligations under this Agreement, comply, and ensure that Supplier Personnel comply, with the requirements set out in the TMR Policies and Plans and all applicable Laws.

## **6 Design**

### **6.1 Design development**

The Supplier must develop the Design in accordance with this **clause 6**.

### **6.2 Design requirements**

The Supplier must ensure that the Design:

- (a) is prepared in accordance with Best Industry Practice;

- (b) comprises three-dimensional “walk-through” and two-dimensional computer aided designs;
- (c) is prepared in STL format for three-dimensional designs;
- (d) is prepared in DWG format for two-dimensional designs;
- (e) includes designs for the internal and external appearance, functionality and features of the Buses, including design of each Component;
- (f) complies with:
  - (i) the Standards;
  - (ii) the Specifications;
  - (iii) the Law, including the ADR and DDA;
  - (iv) any requirements under the *Road Vehicle Standards Act 2018* (Cth), including the requirements necessary to ensure the Buses are able to be registered on the RAV; and
  - (v) any other requirements of this Agreement directly or indirectly relevant to the Design or that would be impacted by the way in which the Buses are designed;
- (g) is fit for the Design’s intended purpose; and
- (h) is prepared by Supplier Personnel who:
  - (i) have appropriate skills; and
  - (ii) hold all qualifications and licences required by Law to prepare the Design.

### **6.3 Review and approval by TMR of amendments to Design**

- (a) Where a change to the Design is required for any reason, including due to a change in a Component, a change to the Specifications, the Supplier must:
  - (i) promptly provide the TMR Representative with the proposed amended Design Files and any other information and supporting documentation the TMR Representative requires;
  - (ii) allow the TMR Representative to review and comment on the Design Files for at least 20 Business Days; and
  - (iii) if the TMR Representative gives the Supplier a written notice, within the time allowed for its review, stating that the Design Files, or any amended Design Files, do not comply with any requirement of this Agreement, the Supplier must:
    - (A) amend the Design Files, so that they comply with this Agreement; and
    - (B) promptly submit the amended Design Files to the TMR Representative for review,

- (iv) ensure that any Design change applications are submitted through the ROVER portal system and copies of the subsequent approvals are provided to TMR.
- (b) Following receipt of the amended Design Files under **clause 6.3(a)(iii)(B)**, the TMR Representative will have a further 10 Business Days to:
  - (i) review and comment on the amended Design Files; and
  - (ii) if the TMR Representative determines that there is any new or ongoing non-compliance, issue a further notice under **clause 6.3(a)(iii)**.
- (c) The process in **clauses 6.3(a)(iii)** and **6.3(b)** shall continue until TMR notifies the Supplier that TMR approves of the Design.
- (d) The Supplier must not amend the Design or the Design Files without the prior written consent of TMR.

#### **6.4 No limitation of Supplier's obligations**

Any comment, review, representation, vetting, inspection, or approval by TMR, the TMR Representative or any other person authorised by the TMR Representative in accordance with this Agreement in respect of the Design, the Design Files or the Supplier's other obligations under this Agreement will not limit or otherwise affect the Supplier's obligations under this Agreement.

#### **6.5 Quality assurance**

The Supplier must:

- (a) establish quality assurance procedures for creation of the Design Files satisfactory to the TMR Representative; and
- (b) thoroughly review all Design Files in accordance with those quality assurance procedures before giving them to the TMR Representative for review.

#### **6.6 Correcting errors**

The Supplier must promptly remedy any errors or omissions in the Design or the Design Files.

#### **6.7 Compliance with Law**

(a) The Supplier must:

- (i) obtain all Approvals necessary for the performance of the Work;
- (ii) comply with all applicable Laws and Approvals in performing its obligations under this Agreement;
- (iii) promptly provide the TMR Representative a copy of any Approval or relevant document issued by an Authority; and

- (iv) if a Change in Law occurs after TMR has approved the Design under **clause 6.3(c)** that requires a material or substantial change in the Design:
  - (A) promptly inform the TMR Representative in writing with details of, and its proposal for, performing the Variation to address this issue, which must be consistent with its obligations under this Agreement;
  - (B) obtain the TMR Representative's written approval (acting reasonably) before implementing the Variation; and
  - (C) if the TMR Representative (acting reasonably) does not approve its proposal, develop it until the TMR Representative approves a revised Variation proposal.
- (b) The Supplier is solely responsible for the performance of its obligations under **clause 6.7(a)(iv)**. This obligation is not affected by any approval given by TMR, the TMR Representative or an Authority.

## 7 Manufacture of Buses

### 7.1 Supplier's general obligations

The Supplier must ensure that the Buses are manufactured:

- (a) in accordance with:
  - (i) the Law;
  - (ii) Best Industry Practice;
  - (iii) the Specifications and Design Files; and
  - (iv) the requirements of this Agreement; and
- (b) so that, upon delivery, the Buses:
  - (i) operate and perform in accordance with the Specifications and applicable Laws; and
  - (ii) are fit for the purpose of servicing the Network.

### 7.2 Prime contractor

Without limiting **clause 29**, the Supplier acknowledges and agrees that, where the Supplier will:

- (a) manufacture and supply the Bus Chassis; and
  - (b) subcontract the manufacture and build of the Bus Body by an Approved Subcontractor,
- the Supplier:
- (c) remains liable and responsible for:
    - (i) manufacture and build of the Bus Body onto the Bus Chassis; and

- (ii) delivery of the fully built Bus to TMR in accordance with this Agreement.

### 7.3 Workmanship

The Supplier must:

- (a) use good quality, new and undamaged materials for the Buses which must be adequate and suitable for the purposes set out in, or which an experienced supplier would reasonably infer from, the Specifications and this Agreement;
- (b) comply with the Standards and any other suitable or applicable standard or applicable Law when carrying out the Work;
- (c) carry out the Work in a manner which ensures that the Buses are delivered by the Delivery Date; and
- (d) procure that all Approved Subcontractors meet the requirements in **clauses 7.3(a) and 7.3(b)** and perform their portion of the Work so as to enable the Supplier to meet the obligation in **clause 7.3(c)**.

### 7.4 After Sales Facility

(a) The Supplier must:

- (i) subject to **clause 7.4(a)(ii)**, perform Works at the After Sales Facility; or
- (ii) where a Body Build is required, procure the Approved Subcontractor to perform relevant Works at the Manufacturing Facility or After Sales Facility.

(b) The Supplier must:

- (i) if it owns the Land, not sell or transfer the Land; or
- (ii) if it leases the Land from a third party:
  - (A) ensure that the lease is registered on the title of the Land and is for a term that is aligned with the Term; and
  - (B) not engage in any act or omission that causes the lease to be terminated.

(c) The Supplier must notify TMR immediately upon the Supplier becoming aware that it cannot, or will not, be able to comply with its obligations under **clause 7.4(a)** or **7.4(b)**.

(d) The Supplier represents and warrants that it holds, or will hold an Environmental Authority and Development Approval at all times during the Term in respect of the After Sales Facility.

(e) The Supplier must ensure that, at all times, the After Sales Facility:

- (i) complies with all WH&S Legislation; and
- (ii) is maintained and kept to a standard that complies with Best Industry Practice.

## 7.5 Manufacturing Facility

- (a) The Supplier must ensure that the Approved Subcontractor performs the Body Build at the Manufacturing Facility.
- (b) The Supplier must procure that the Approved Subcontractor:
  - (i) if the Approved Subcontractor owns the Land, does not sell or transfer the Land; or
  - (ii) if the Approved Subcontractor leases the Land from a third party:
    - (A) registers the lease on the title of the Land and that the lease is for a term that is aligned with the Term; and
    - (B) does not engage in any act or omission that causes the lease to be terminated.
- (c) The Supplier must notify TMR immediately upon the Supplier becoming aware that it or the Approved Subcontractor cannot, or will not, be able to comply with the requirements under **clause 7.4(a)** or **7.4(b)**.
- (d) The Supplier must procure that the Approved Subcontractor for the Body Build holds an Environmental Authority and Development Approval at all times in respect of the Manufacturing Facility.
- (e) The Supplier must ensure that, at all times, the Manufacturing Facility:
  - (i) has a quality assurance system in place that is established on the principles of ISO 9001:2015 or similar;
  - (ii) is capable of implementing a conformity of production system as required under the *Road Vehicle Standards Act 2018* (Cth);
  - (iii) complies with all WH&S Legislation; and
  - (iv) is maintained and kept to a standard that complies with Best Industry Practice.

## 7.6 Operating Plans

On and from the Commencement Date:

- (a) the Supplier must develop, maintain and update the Operating Plans in accordance with the requirements of **schedule 9** and this Agreement; and
- (b) implement and comply with the Operating Plans at all times during the Term.

## 7.7 ADR and DDA audit and inspections

The Supplier is required, throughout the manufacturing process for each Bus, to make the Bus available at a mutually agreeable time and location for the purposes of TMR or its authorised agent to conduct compliance audits and inspections, by a DOTAR Engineer, to ensure that the Bus complies with ADR and DDA requirements.

## 7.8 Stock on hand

- (a) During the Term, the Supplier must maintain the following volumes of stock at the After Sales Facility or, where applicable, must ensure that an Approved Subcontractor that is responsible for Body Build maintains the following volumes of stock at the Manufacturing Facility:
  - (i) an equivalent number of chassis to Supply the next 90 days of Buses as identified in the Master Delivery Schedule;
  - (ii) a minimum stock of items required to manufacture a Bus so as to complete the next 90 days of Buses as identified in the Master Delivery Schedule, including chassis steel, glass, fibreglass, doors, paint, floor vinyl, seats; and
  - (iii) CCTV equipment including cameras and recording equipment sufficient to fit out the number of Buses for the following 90 day period as identified in the Master Delivery Schedule, as per the Specification.
- (b) The Supplier must allow TMR to undertake an inspection of the stock in hand detailed in this **clause 7.8** from time to time on request by TMR.

# 8 Records, audit and inspection

## 8.1 Provision of records

- (a) On 1 September each year, the Supplier must provide all calibration certificates for all Tools used at the Manufacturing Facility.
- (b) By 1 September each year, the Supplier must give to TMR certified copies of the consolidated (if applicable) or otherwise unconsolidated audited financial statements for the previous year for the Supplier.
- (c) Not later than 21 days after the end of each Quarter, the Supplier must give to TMR certified copies of its cashflow and profit and loss statements.

## 8.2 TMR right to audit and inspect

- (a) Subject to **clause 8.2(b)**, TMR or any person authorised by TMR (which may include an Approved Subcontractor and/or a representative of the Auditor General of Queensland) may, at any time from the Commencement Date until 12 months after the last day of the Term, inspect or audit any of:
  - (i) the financial statements and records of the Supplier and Approved Subcontractors;
  - (ii) the Local Content Plan (including source data);
  - (iii) the Buses under manufacture;
  - (iv) any consumables, parts or Components used to manufacture Buses;

- (v) the Manufacturing Facility and/or After Sales Facility; and
  - (vi) performance of the Work, including any of the systems and work practices used by the Supplier in performing the Work, and where applicable, performance of the Body Build,
    - in order to assess or verify:
  - (vii) the Supplier's compliance with its obligations under this Agreement;
  - (viii) the Supplier's performance of the Work, business and risk control systems;
  - (ix) the Supplier is within the payment terms of its suppliers;
  - (x) the Supplier's financial stability; and
  - (xi) any other matters reasonably determined by TMR to be relevant to this Agreement.
- (b) If TMR exercises a right to inspect or audit under clause 8.2(a):
- (i) TMR must, as far as reasonably practicable, give the Supplier reasonable prior notice of the:
    - (A) date, time and location of the proposed inspection or audit; and
    - (B) information, systems or work practices that are required for inspection or audit; and
  - (ii) the Supplier must:
    - (A) provide copies of any documents or data reasonably directed by TMR; and
    - (B) comply with any other reasonable requirements of TMR for the inspection or audit.

### **8.3 Supplier cooperation and assistance**

The Supplier must cooperate with and facilitate the conduct of each inspection or audit under this clause 8, including:

- (a) by cooperating with, assisting and otherwise facilitating the inspection of systems and processes used to produce records and reports required under this Agreement;
- (b) in the case of documents or records stored in electronic form, make available on request by TMR at no additional cost such facilities as may be reasonably necessary to enable the data to be viewed and a legible reproduction to be created;
- (c) by procuring (at its own cost) any consent required from a third party to the disclosure or provision of any document or data referred to in clause 8.2(b)(ii); and

- (d) if requested by TMR, promptly rectifying any error, non-compliance or inaccuracy identified in any records or reports.

## 9 Local Content Plan

### 9.1 General

- (a) The Supplier must, and must ensure that Approved Subcontractors, comply with the Local Content Plan at all times during the Term.
- (b) The Supplier's obligations set out in this **clause 9** are in addition to and do not derogate from any other rights or obligations of either party under this Agreement.

### 9.2 Reporting and review

- (a) The Supplier must:
  - (i) prepare and maintain records demonstrating its compliance with its obligations under **clause 9.1**;
  - (ii) within three Business Days of the end of each month, provide TMR with a report on the compliance and any non-compliance of the Supplier with its obligations under **clause 9.1**; and
  - (iii) within three Business Days of a request by TMR, provide TMR with any further information specified in the request about any non-compliance with the Local Content Plan.
- (b) The Supplier must at its cost permit, and provide all reasonable assistance to, TMR from time to time to undertake a review of the Supplier's performance in accordance with the Local Content Plan.

### 9.3 Assessing performance against Local Content Plan

- (a) The Supplier acknowledges and agrees that:
  - (i) TMR, or an independent third party on behalf of TMR, will assess the Supplier's performance against the Local Content Plan; and
  - (ii) the information contained in the Local Content Plan, and any reports or the outcome of any reviews conducted pursuant to **clause 9.2**, may be disclosed and published by TMR on its website.

## 10 Registration of Buses on RAV

### 10.1 Registration on RAV

The Supplier (or procure its Approved Subcontractor) must, at its cost, register the Design for all Buses on the RAV.

## 10.2 Documentation to be provided to TMR

The Supplier must provide TMR with:

- (a) all documentation in relation to registration of the Buses on the RAV, including all noise test results; and
- (b) a weighbridge certificate for each Bus registered on the RAV,

Promptly and in any case on the same day as the Quality Assurance Inspection is concluded.

# 11 Orders for Buses

## 11.1 Acknowledgment

The Supplier acknowledges that:

- (a) it must Supply the Buses in accordance with **schedule 2** and that no Order Form will be required for the Supply of those Buses; and
- (b) the Order process and requirements set out in **clause 11.3** apply to any Buses ordered by TMR in addition to the Build Schedule from time to time.

## 11.2 Build Schedule Requirements

- (a) TMR warrants that it will purchase no less than the quantity identified in the Build Schedule, subject to its rights under this Agreement.
- (b) Each Supply of Buses is subject to the terms of this Agreement but does not constitute or create a separate contract.
- (c) Unless otherwise agreed by TMR and unless a Supply obligation is cancelled by TMR in accordance with the provisions of this Agreement, the Supplier must comply with the Build Schedule.

## 11.3 Ordering process and requirements

- (a) TMR will order Buses in addition to the Build Schedule by completing the Order Form (**Order**).
- (b) Within two Business Days of receipt of an Order, the Supplier must respond confirming receipt of the Order.
- (c) Within seven Business Days of receipt of an Order, the Supplier must confirm to TMR in writing that it can deliver the Buses by the Delivery Date or advise an alternative proposed date for delivery.
- (d) If the Supplier confirms that it can deliver the Buses by the Delivery Date, the Supplier must deliver the Buses by the Delivery Date.
- (e) Where the Supplier proposes an alternative date for delivery, TMR may:
  - (i) confirm in writing that the proposed date for delivery is acceptable, in which case that date will become the Delivery Date and the Order will be filled by the Supplier on that basis;

- (ii) consult with the Supplier to determine whether an alternative delivery date can be agreed, and if not, cancel the Order.

## 12 Purchase Price and payment

### 12.1 TMR's payment obligations

- (a) Subject to the Supplier complying with the terms of this Agreement, The Supplier may invoice TMR at the times and, where applicable, in the amounts set out in **schedule Error! Reference source not found..**
- (b) TMR is not required to pay any invoice that does not comply with this clause.
- (c) The Supplier must not:
  - (i) invoice TMR (and TMR is not required to pay) for any Supply until the relevant Supply has been provided, and TMR has issued the Notice of Acceptance; and
  - (ii) charge or pass through any fees, costs or charges (except as expressly permitted in **schedule Error! Reference source not found..**).

### 12.2 Change to Purchase Price

The Purchase Price may be varied by agreement in writing between the parties pursuant to **clauses 31 or 43.3**.

### 12.3 Payment on account only

Payments made by TMR are on account only and are not:

- (a) evidence of the value of the Work performed by the Supplier; or
- (b) an admission of liability on the part of TMR.

### 12.4 Set-off

- (a) If any part of an invoice is found to have been rendered incorrectly after payment has been made by TMR, then to the extent that it has been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier, as the case may be. Without limiting recourse to other available means, any overpayments by TMR may be offset against any amount subsequently due by TMR to the Supplier.
- (b) TMR may set-off or deduct from any amounts due to the Supplier under this Agreement, any moneys due and payable, or which may become due and payable, from the Supplier to TMR in respect of this Agreement or the Work. Failure by TMR to set-off any amount it is entitled to set-off under this **clause 12.4** does not prejudice TMR's right to subsequently exercise its right of set-off or to make a claim for that amount.

- (c) TMR may withhold payment of any amount which it disputes in good faith, until the dispute is resolved and it is determined (by agreement or by a court) that the amount is payable. The Supplier must continue to perform its obligations under this Agreement despite any dispute about an invoice, while that dispute is being resolved.

## 12.5 Payment

Unless otherwise agreed in writing between the parties, TMR will pay invoices that are:

- (a) correctly rendered; and
- (b) undisputed,

within 30 calendar days after the date of receipt of that invoice; except where a government policy applies which prescribes a different payment period.

## 12.6 Invoicing

- (a) The Supplier will invoice TMR in arrears monthly.
- (b) Invoices must be received by TMR within seven days of the end of the month.
- (c) An invoice will be correctly rendered for the purposes of clause 12.5(a) if:
  - (i) the amount claimed in the invoice is correctly calculated and due for payment in accordance with schedule 3 of this Agreement;
  - (ii) the invoice:
    - (A) specifies the Supply to which the invoice relates; and
    - (B) specifies the manner in which the amounts have been calculated;
  - (iii) the invoice is a tax invoice;
  - (iv) the invoice complies with applicable Laws; and
  - (v) the invoice is accompanied with supporting documentation (to the satisfaction of TMR).
- (d) Upon receipt of an invoice, TMR may require the Supplier to provide additional information to assist TMR to determine whether or not an amount is payable.

## 12.7 Disputed invoices

- (a) Where TMR considers that an invoice has not been correctly rendered, TMR may notify the Supplier setting out the reasons and identifying any amounts in dispute within thirty (30) days of receiving the disputed invoice.
- (b) If TMR disputes the amount of any invoice, TMR may withhold or suspend payment of any disputed part of the invoice until the dispute is resolved.

- (c) In the event of a dispute about an invoice, the Supplier must:
  - (i) cancel the invoice and issue a new invoice for the undisputed amount; and
  - (ii) continue to perform its obligations under this Agreement while the dispute is being resolved.
- (d) TMR must:
  - (i) pay any non-disputed amounts in accordance with this Agreement; and
  - (ii) promptly pay disputed amounts that are subsequently found to be correctly payable.

## 12.8 GST

- (a) Unless otherwise expressly stated, the Purchase Price and any other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (b) If GST is payable on any supply made by a party (or any entity through which that party acts) (**GST Supplier**) under or in connection with this Agreement, the recipient will pay to the GST Supplier an amount equal to the GST payable on the supply.
- (c) The recipient will pay the amount referred to in **clause 12.8(b)** in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- (d) The GST Supplier must deliver a tax invoice or an adjustment note to the recipient before the GST Supplier is entitled to payment of an amount under **clause 12.8(b)**. The recipient can withhold payment of the amount until the GST Supplier provides a tax invoice or an adjustment note, as appropriate.
- (e) If an adjustment event arises in respect of a taxable supply made by a GST Supplier under this Agreement, the amount payable by the recipient under **clause 12.8(b)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the GST Supplier or by the GST Supplier to the recipient as the case requires.
  - (f) Where a party is required under this Agreement to pay, reimburse or indemnify an expense or cost of another party, the amount to be paid, reimbursed or indemnified by the first party will be the sum of:
    - (i) the amount of the expense or cost less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
    - (ii) if the payment, reimbursement or indemnity is subject to GST, an amount equal to that GST.

## 13 Master Delivery Schedule

### 13.1 Master Delivery Schedule

- (a) The Supplier must prepare and maintain a written program to monitor the Works, including the chassis delivery to Australia and the Body Build (**Master Delivery Schedule**).
- (b) At the request of TMR, the Supplier must provide an up-to-date Master Delivery Schedule in an electronic form accessible to TMR.
- (c) A failure by the Supplier for failing to maintain the Master Delivery Schedule is a Non-Compliance Event.
- (d) The Supplier acknowledges that the Master Delivery Schedule may be provided to Bus Operators.

### 13.2 Access to Facilities

The Supplier must allow TMR and nominated persons to access the After Sales Facility and must procure any Approved Subcontractor undertaking the manufacture and installation of Bus Bodies to allow TMR and nominated persons to:

- (a) inspect the manufacture and production of the Buses at both the After Sales Facility and any Manufacturing Facility;
- (b) assess compliance of the Supplier with this Agreement;
- (c) undertake Quality Assurance Inspections under **clause 14**; and
- (d) to assess the Supplier's compliance with the Master Delivery Schedule.

## 14 Quality Assurance Inspection

### 14.1 Supplier QA Officer

- (a) The Supplier must appoint a Supplier QA Officer with suitable skills and experience to attend the Quality Assurance Inspection, discuss Rectification Items and answer any questions.
- (b) The Supplier may nominate an alternative person to temporarily or permanently replace the Supplier QA Officer provided that the Supplier obtains TMR's prior written consent to the proposed appointment.
- (c) If, at any time, TMR makes a reasonable objection to a person holding the position of Supplier QA Officer, the Supplier must terminate the appointment and appoint another Supplier QA Officer.

### 14.2 Location and time for Quality Assurance Inspection

The Quality Assurance Inspection for each supply of Buses will, unless otherwise agreed in writing between the parties, take place:

- (a) at the relevant Manufacturing Facility;
- (b) on the Quality Assurance Inspection Date; and

- (c) at a start time between the hours of 6:00 am and 6:00 pm notified to the Supplier by TMR.

#### **14.3 Quality Assurance and Rectification Items**

- (a) TMR will:
  - (i) perform the Quality Assurance Inspection against the Quality Assurance Checklist; and
  - (ii) within two Business Days, provide the Supplier with a list of any items requiring rectification (**Rectification Items**) for each Bus identified during the Quality Assurance inspection;
  - (iii) if, following a Quality Assurance Inspection, TMR is satisfied that the Bus does not have Rectification Items, issue the Supplier with a Notice of Acceptance in respect of that Bus.
- (b) The Quality Assurance Inspection will be performed by TMR and/or its nominated agent or contractor. TMR may also invite one or more representatives from its Bus Operators to attend the Quality Assurance Inspection however solely in the capacity of an observer.
- (c) The Supplier must:
  - (i) provide TMR with the Quality Assurance Documentation;
  - (ii) ensure that the Supplier QA Officer attends the Quality Assurance Inspection and is available to discuss Rectification Items and answer any questions; and
  - (iii) provide all reasonable cooperation and assistance to enable the performance of any Quality Assurance Inspections by TMR.

#### **14.4 Actions following Quality Assurance Inspection**

- (a) Within 10 Business Days of the Quality Assurance Inspection, the Supplier must, at its cost:
  - (i) complete any rectification works necessary to resolve the Rectification Items for each Bus; and
  - (ii) make the Buses that require rectification works available again for inspection by TMR at the Manufacturing Facility.
- (b) TMR will undertake a re-inspection of the Buses to assess whether the Rectification Items have been resolved. Within five (5) Business Days of that re-inspection, TMR may:
  - (i) determine all Rectification Items for a Bus are resolved, in which case TMR will notify the Supplier that the Bus is accepted by TMR (**Notice of Acceptance**); or
  - (ii) determine that not all Rectifications Items for a Bus are resolved, in which case TMR may either:

- (A) rectify the Rectification Items (itself or through its nominee) at the Supplier's cost and recover those costs as an amount due and payable under this Agreement; or
- (B) reject the Bus, in which case TMR is not liable to pay any Purchase Price for the Bus and may, to the extent that any instalment had been previously paid for that Bus, recover that sum as an amount due and payable under this Agreement,

without prejudice to any other rights or remedies of TMR under this Agreement or at Law.

## **15 Transfer of title and risk**

### **15.1 Transfer of title to Buses**

- (a) Title in each Bus transfers from the Supplier to TMR upon TMR giving a Notice of Acceptance to the Supplier.
- (b) The Supplier acknowledges and agrees that, unless otherwise determined by TMR, TMR intends to lease the Buses to Bus Operators and that each Bus Operator will be responsible for insuring the Buses.

### **15.2 Passing of risk in Buses**

Risk in each Bus passes from the Supplier to TMR upon delivery of the Bus to the Delivery Point.

## **16 Delivery**

### **16.1 Requirements for delivery**

- (a) The Supplier must not deliver any Bus to the Delivery Point unless it has received a Notice of Acceptance from TMR with respect to that Bus.
- (b) The Supplier must, at its cost, arrange delivery of those Buses to the Delivery Point within five Business Days of receiving the Notice of Acceptance.
- (c) The parties acknowledge that delivery of the Bus will be to a location within South East Queensland or Tweed Heads in New South Wales, and that any other location will be at the expense of TMR.
- (d) On delivery to the Delivery Point each Bus must have at least 200 litres of fuel in the tank.

### **16.2 No interference**

In delivering the Buses, the Supplier must:

- (a) not interfere with any existing infrastructure or operations at the Delivery Point;

- (b) be aware of and comply with, and ensure that the Supplier Personnel are aware of and comply with:
  - (i) all applicable Laws; and
  - (ii) any directions given by the TMR Representative to the Supplier.

### **16.3 Registration of Buses**

The Supplier is responsible for registration of each Bus (in which title has passed to TMR) under the *Transport Operations (Road Use Management) Act 1995* (Qld) and the *Transport Operations (Road Use Management—Vehicle Registration) Regulation 2021* made under that Act.

## **17 KPIs**

### **17.1 Compliance with KPIs**

The Supplier must meet or exceed the KPIs.

### **17.2 KPI reporting**

- (a) The Supplier must:
  - (i) have in place appropriate systems to measure and record data for KPIs and enable traceability of performance against the KPIs; and
  - (ii) provide a monthly written report to TMR on its compliance with the KPIs, including in such a way as to enable trend analysis over time.
- (b) The Supplier must maintain a robust system to assess qualitative and quantitative data in order to accurately report its compliance with KPIs to TMR during periodic reviews.
- (c) The TMR reserves the right to modify the KPIs at any time, in consultation with the Supplier, in order to ensure the Supplier improves its performance.
- (d) KPIs and KPI targets modified by TMR will take effect from the first Business Day of the next calendar month following the review in question.

## **18 Warranties**

### **18.1 Warranties as to capacity and acknowledgment**

The Supplier warrants that:

- (a) it has capacity unconditionally to execute and deliver and comply with its obligations under this Agreement;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with its obligations under, this Agreement;

- (c) this Agreement constitutes its valid and legally binding obligations and is enforceable against it in accordance with its terms; and
- (d) it is able to perform the Work and its other obligations under this Agreement.

### **18.2 Warranties as to standard of care**

- (a) The Supplier warrants that:
  - (i) the Supplier, and the Supplier Personnel, possess the particular skill, experience, ability and resources necessary to execute the Work;
  - (ii) it has examined the Specifications and any items supplied by TMR, and is satisfied of their sufficiency for the purpose of complying with its obligations under this Agreement;
  - (iii) performance of the Supplier's obligations under this Agreement will meet or exceed the KPIs; and
  - (iv) the statements made by it in responding to the RFT are true and correct.
- (b) The Supplier acknowledges that TMR has entered into this Agreement relying on the Supplier's warranties in **clause 18.2(a)**.
- (c) The Supplier must ensure that any Approved Subcontractor exercises the professional skill, care and diligence expected of a professional subcontractor experienced in activities of a similar nature to the part of the Work subcontracted to that subcontractor.

### **18.3 Warranties as to Works**

The Supplier warrants to TMR and it is a condition of this Agreement that:

- (a) each Bus delivered to TMR will:
  - (i) meet or exceed the Standards;
  - (ii) be manufactured to comply with the Specifications and this Agreement;
  - (iii) be fit for the purposes set out in, or which an experienced supplier would reasonably infer from, the Specifications and this Agreement;
- (b) the performance of the Buses will meet or exceed the performance requirements specified in the Specifications;
- (c) the Buses are new, free from material Defects and of merchantable quality; and
- (d) TMR will receive the full benefit of any manufacturer's warranties that may be applicable to the Buses or their Components (and the Supplier must assist TMR to pursue any manufacturer's warranties on TMR's behalf if requested by TMR).

#### **18.4 Warranties as compliance matters**

The Supplier warrants to TMR and it is also a condition of this Agreement that:

- (a) the Buses are ADR and DDA compliant;
- (b) where applicable, it has employed appropriately qualified Supplier Personnel to undertake any servicing of batteries under the *Electrical Safety Regulation 2003* (Qld); and
- (c) the peak heat release rate for the Buses is equal to or less than 30MW as evidenced by an independent, and appropriately qualified fire engineer.

#### **18.5 Intellectual Property Right warranties**

The Supplier warrants that:

- (a) its performance of the Works (including preparation of the Design) will not infringe the Intellectual Property Rights of any third party;
- (b) it is not subject to any actual or threatened claim of Intellectual Property Rights by a third party that may affect its performance of the Works or its ability to Supply the Buses in accordance with this Agreement; and
- (c) it has the right and authority to grant the licences in clauses 32.2(b) and 32.3(b).

### **19 Supplier Representative**

#### **19.1 Appointment and role of Supplier Representative**

- (a) The Supplier represents and warrants that:
  - (i) it has appointed the Supplier Representative to represent the Supplier under this Agreement; and
  - (ii) the Supplier Representative has:
    - (A) express authority from the Supplier to exercise all the powers, duties, discretions and authorities to be exercised by the Supplier Representative under this Agreement and to do so as the agent of the Supplier; and
    - (B) full power and authority to act for and on behalf of, and to bind the Supplier under this Agreement.
- (b) The Supplier Representative is responsible for direct liaison with TMR in relation to this Agreement and the Works during the Term and the Supplier must ensure that the Supplier Representative performs the duties of the Supplier Representative under this Agreement, including to:
  - (i) understand, co-ordinate and manage the Works throughout the Term;
  - (ii) attend all contract meetings with TMR;

- (iii) liaise and generally deal with stakeholders in accordance with the Supplier's obligations to do so under this Agreement;
  - (iv) represent the views of the Supplier and to manage and co-ordinate issues with any other Supplier Personnel prior to presentation to TMR;
  - (v) act as a point of contact between TMR and the Supplier; and
  - (vi) oversee and co-ordinate the provision of all Buses by or on behalf of the Supplier and to review and ensure the quality (including the clarity and completeness of documentation) and timeliness of provision of all such Buses.
- (c) The Supplier is bound by and deemed to have knowledge of:
- (i) notices or documents signed by the Supplier Representative;
  - (ii) matters within the knowledge of the Supplier Representative; and
  - (iii) acts, omissions and defaults of the Supplier Representative, whether or not the Supplier Representative was acting within the scope of its authority at the time of the act, omission or default.

## 19.2 Skills and qualifications

- (a) The Supplier must ensure that the Supplier Representative has:
  - (i) a detailed knowledge of the Specification, the Design and the Works; and
  - (ii) the appropriate qualifications, skills and experience in all relevant areas to undertake the role of Supplier Representative.
- (b) On reasonable notice from TMR, the Supplier Representative must:
  - (i) be available by telephone during normal business hours; or
  - (ii) at TMR's reasonable discretion, attend any ad hoc meeting required by TMR (and must provide reports and make any presentations that TMR reasonably requests), to either:
    - (A) demonstrate the Supplier's compliance with this Agreement; or
    - (B) discuss other matters of importance to the conduct of the Works.

## 19.3 Replacement of Supplier Representative

- (a) The Supplier may nominate an alternative person to temporarily or permanently replace the Supplier Representative provided that the Supplier obtains TMR's prior written consent to the proposed appointment.
- (b) If, at any time, TMR makes a reasonable objection to a person holding the position of Supplier Representative, the Supplier must terminate the appointment and appoint another Supplier Representative.

## 20 Recalls

### 20.1 Notification to TMR

The Supplier must notify TMR immediately upon the Supplier becoming aware of, or it initiating any one of, the following:

- (a) any safety-related issues or recalls of any nature, including without limitation, factory recalls, voluntary recalls or recalls under any applicable Laws in respect of any Bus or any part or component of a Bus available for supply or supplied in accordance with this Agreement;
- (b) any rectification program in respect of any Bus or any part or component of a Bus available for supply or supplied in accordance with this Agreement;
- (c) any matters which may adversely impact on the ability of the Supplier to perform the Work; and
- (d) any notice received from any Approved Subcontractor which may have an impact on Buses complying with the Specifications.

### 20.2 Provision of information and documents

The Supplier must provide TMR with all information and documents as may be required or requested by TMR to assess the impact of any of the notice in clause 20.1 on the Supply.

## 21 Compliance and safety

### 21.1 General obligations as to safety

The Supplier must perform the Works:

- (a) so as to eliminate all risk of injury to or death of persons and damage to property or, to the extent that risk cannot be eliminated, the risk is reduced as far as reasonably practicable;
- (b) in accordance with Best Industry Practice; and
- (c) in a manner that is otherwise safe and fit for purpose.

### 21.2 Health and safety at Manufacturing Facility and After Sales Facilities

- (a) In performing the Works and its other obligations under this Agreement, the Supplier must:
  - (i) ensure, so far as is reasonably practicable, the health and safety of the Supplier Personnel and any persons at the Manufacturing Facility and After Sales Facility; and
  - (ii) use its best endeavours to ensure, so far as is reasonably practicable, the health and safety of any persons at the Manufacturing Facility and the After Sales Facility (in those areas not under the Supplier's control).

- (b) The Supplier acknowledges that, in performing the Works and its other obligations under this Agreement:
- (i) subject to **clause 21.2(d)**, for the purposes of the WH&S Legislation, it has management or control of the Manufacturing Facility and After Sales Facility and as such must ensure compliance with its obligations under WH&S Legislation in this regard; and
  - (ii) the Supplier must ensure that (subject to **clause 21.1**):
    - (A) it manages or controls the Manufacturing Facility and After Sales Facility;
    - (B) it provides appropriate training and supervision for all persons employed or engaged by it at the Manufacturing Facility and After Sales Facility;
    - (C) it controls or directs the performance of work associated with the activities required under this Agreement;
    - (D) it establishes and maintains safe work practices;
    - (E) it engages competent persons to carry out risk audits at its Manufacturing Facility and After Sales Facility and of the work health, safety and rehabilitation system every two years. Such audits must be undertaken in compliance with good risk management principles and must identify, assess and control any work health and safety risks present at the Manufacturing Facility and After Sales Facility;
    - (F) all Supplier Personnel performing the activities required under this Agreement are trained in work health and safety systems and procedures, including the work health, safety and rehabilitation management system, in particular in relation to the risks associated with performing the activities required under this Agreement;
    - (G) it in all respects complies with all WH&S Legislation;
    - (H) it informs TMR of any changes of any Supplier Personnel, corporate structure, management structure or supervisors that may affect the safety of its Supplier Personnel or other workers in performing the activities required under this Agreement; and
    - (I) it otherwise complies with all Laws for work health, safety and rehabilitation management.
- (c) The Supplier must, prior to the performance of any part of the Works and its other obligations under this Agreement:
- (i) undertake an assessment of the work health and safety risks associated with the performance of the activities and identify and

- take all reasonably practicable steps to implement appropriate work health and safety risk control measures to eliminate and minimise all such work health and safety risks; and
- (ii) as required by TMR, provide TMR with details of the work health and safety risk assessment undertaken and evidence of implementation of appropriate work health and safety risk control measures required under this **clause 21.2**.
- (d) If the Supplier engages an Approved Subcontractor (in accordance with **clause Error! Reference source not found.**) or otherwise relinquishes to, or shares with, any person:
- (i) the management or control of the Manufacturing Facility and After Sales Facility; or
- (ii) control over the performance of work associated with the activities required under this Agreement,
- it will ensure that person complies with the obligations referred to in this **clause 21.2**.
- (e) In order to meet its obligations under this **clause 21.2**, the Supplier must adopt a work health, safety and rehabilitation management system that supports a systematic approach to managing risks to health and safety posed by the Manufacturing Facility and After Sales Facility or the activities required under this Agreement, including:
- (i) a process to identify safety hazards, assess the risks posed by such hazards and eliminate or control the risks; and
- (ii) mechanisms to monitor the performance of the system and adapt and improve it as necessary.
- (f) The Supplier will provide to TMR such information about the operation and maintenance of the system referred to in **clause 21.2(e)** as TMR directs. Any review of the operation or maintenance of the system by TMR under this **clause 21.2(f)** does not constitute a verification or acceptance by TMR of the adequacy of the system.
- (g) The Supplier must ensure that it reasonably participates, and that Supplier Personnel reasonably participate, in any investigation relating to any Manufacturing Facility and After Sales Facility incident that:
- (i) is notifiable under a WH&S Legislation;
- (ii) is in connection with the performance of the activities required under this Agreement; and
- (iii) occurs during the Term.
- (h) The Supplier must so far as is reasonably practicable consult, cooperate and coordinate the activities required under this Agreement with any other person:

- (i) involved in performing work at the Manufacturing Facility and After Sales Facility; or
- (ii) who may otherwise have a duty or obligation under a WH&S Legislation relating to the Works,

to achieve effective coordination of the activities to ensure optimal health and safety risk management and enable the Supplier and any person who has control of access to or from the After Sales Facility and, where applicable, the Manufacturing Facility to comply with their respective obligations under all relevant WH&S Legislation.

### **21.3 Disability Standards**

The Supplier must:

- (a) develop, implement and comply with a Disability Action Plan in accordance with paragraph 2.2 of **schedule 9**;
- (b) make its Disability Action Plan available to TMR upon request;
- (c) where relevant, publish its Disability Action Plan on its website;
- (d) within three months after the date of execution of this Agreement and on (or as soon as reasonably practicable after) the three year anniversary of the Commencement Date, provide TMR with a copy of any compliance reports required under the DDA to be prepared by the Supplier; and
- (e) provide such reasonable details of the Supplier's compliance with the Disability Action Plan as directed by TMR from time to time.

## **22 Ticketing Equipment**

### **22.1 Ownership and supply**

- (a) Ticketing Equipment will be supplied by TMR to the Approved Subcontract for installation in each Bus.
- (b) TMR owns the Ticketing Equipment and title in the Ticketing Equipment does not pass to the Supplier at any time.
- (c) Risk in the Ticketing Equipment passes to the Approved Subcontractor upon delivery of the Ticketing Equipment to the Approved Subcontractor. Risk in Ticketing Equipment installed in a Bus passes from the Approved Subcontractor to TMR upon delivery of the Bus to the Delivery Point.

### **22.2 Installation and commissioning**

The Approved Subcontractor is responsible for installing and commissioning the Ticketing Equipment in accordance with requirements of **schedule 15**.

## **23 Defects**

- (a) The Warranty Period for each Component will commence at 4.00 pm on the In Service Date.

- (b) During the Warranty Period, the TMR Representative or Bus Operator may issue a notice to the Supplier identifying any Defect in a Component that requires repair or replacement (**Warranty Work**).
- (c) For every Defect in a Component notified during the Warranty Period, the Supplier is to carry out the Warranty Work during normal business hours (or such other period as is agreed with TMR) and in a manner causing as little inconvenience to TMR's and the Bus Operator's operations as is reasonably possible.
- (d) If the Warranty Work is not commenced or completed in a time considered reasonable by TMR having regard to the nature and impact of the Defect, TMR may have the Warranty Work carried out by a third party and the cost incurred by TMR shall be certified by the TMR Representative as moneys due and payable from the Supplier to TMR.
- (e) Unless otherwise agreed in writing, all Warranty Work must be carried out at the location to be agreed.

## 24 Training

### 24.1 Training materials

- (a) The Supplier must develop and submit to TMR for approval training materials that will be used by the Supplier to meet its training obligations under this **clause 24 (Training Materials)**.
- (b) The Supplier must ensure that the Training Materials:
  - (i) are of a high standard in terms of its presentation, accuracy and scope;
  - (ii) provide a clear explanation of functions, capacity and operations of the Buses;
  - (iii) are the most current and up to date version available; and
  - (iv) are in the English language.
- (c) The Supplier must ensure any Training Materials:
  - (i) are up-to-date and reflect any changes to relevant Laws, the Specifications and the Standards; and
  - (ii) reflect technological advances relevant to the Buses or Components of the Buses, including where applicable, the safety systems of the Buses.

### 24.2 Training for Bus Operators

- (a) Prior to the delivery of any Buses to a Bus Operator, the Supplier must deliver training that covers:
  - (i) driver familiarisation training;
  - (ii) workshop training; and.

- (iii) [refer to document provided by the Supplier as per the procurement process].
- (b) The training must be delivered at a location to be agreed, or otherwise nominated by TMR.

## 25 Technical Maintenance Plan

- (a) The Supplier must provide TMR with a Technical Maintenance Plan for each Buses within 10 Business Days of the first Bus going into line for build.
- (b) The Technical Maintenance Plan must include the following:
  - (i) the maintenance activities required, in both time and kilometres intervals, maintenance groups; and
  - (ii) identification of what parts of the Technical Maintenance Plan for which the Supplier is responsible.
- (c) Where there is an amendment to the Design of the Buses, including due to a change in a Component, the Supplier must provide an updated Technical Maintenance Plan for the new Design.
- (d) At least once per annum, the Supplier and TMR will undertake a joint review of the Bus Technical Maintenance Plan. Both parties will work in good faith to update the Bus Technical Maintenance Plan with reference to faults or failures with the Buses over the prior 12 months.
- (e) TMR will invite Bus Operators to participate in the joint review of the Bus Technical Maintenance Plan.

## 26 Step-in Powers

### 26.1 Step-in Powers

- (a) At any time after the occurrence of a Step-in Event, TMR has the right to:
  - (i) access and temporarily assume total or partial performance of the Works (**Resumed Works**);
  - (ii) where required, access the Manufacturing Facility and the After Sales Facility and, to undertake the Resumed Works; and
  - (iii) take such other reasonable steps, as in the reasonable opinion of TMR are necessary or desirable to minimise the adverse effects of the Step-in Event, (**Step-in Powers**).
- (b) TMR may exercise the Step-in Powers:
  - (i) in person; or

- (ii) through another party as agent of TMR (**Step-in Party**).
- (c) Unless an Emergency subsists, TMR must give prior written notice to the Supplier of an election to exercise its Step-in Powers.
- (d) During any Step-in Period, the Supplier's rights under this Agreement are suspended to the extent necessary to permit TMR to exercise its Step-in Powers.
- (e) The Supplier agrees that it will include in its contract with an Approved Subcontractor undertaking the Body Build, clauses that will allow TMR to exercise Step-in Powers in respect of the Body Build and the Manufacturing Facility as if those Step-in Powers were exercised in relation to the Body Build and After Sales Facility of the Supplier.

## **26.2 No effect on the rights of TMR**

The exercise by TMR of its Step-in Powers under this **clause 26** (or ceasing to exercise those rights) does not affect any other right or power of TMR under this Agreement or at Law.

## **26.3 Permitted Steps**

- (a) TMR or a Step-in Party may do anything necessary or incidental to perform the Resumed Works, including anything:
  - (i) that the Supplier is permitted to do under or in connection with this Agreement or any Law, as if it were the Supplier and to the exclusion of the Supplier; and
  - (ii) all things that TMR considers necessary for performing the Resumed Works and remedying or mitigating the effects of the Step-in Event or Emergency that gave rise to the Step-in Power.
- (b) TMR or a Step-in Party may, but is not under any obligation to, remedy any Step-in Event or Emergency or mitigate or overcome any other event or circumstance in respect of which TMR or Step-in Party exercises the Step-in Powers.
- (c) The Supplier must use its best endeavours to assist TMR or the Step-in Party in the exercise of the Step-in Powers, wherever and howsoever reasonably possible.

## **26.4 Payments on Step-in**

- (a) Where TMR exercises its Step-in Powers, the Purchase Price payable during the Step-in Period will be adjusted to take into account:
  - (i) subject to **clause 26.4(b)**, the reasonable and proper costs and all Losses incurred by TMR (including the costs of any Step-in Party that is not TMR) in exercising the Step-in Powers;
  - (ii) an amount estimated by TMR, acting reasonably, as representing the costs saved by the Supplier to the extent it has not performed the Resumed Works in accordance with and to the standard specified in this Agreement during the Step-in Period; and

- (iii) to the extent that the Supplier has performed any part of the Works during the Step-in Period, the costs incurred by the Supplier in delivering those Works.
- (b) **Clause 26.4(a)** does not apply in the case of the exercise of a Step-in Power due to an Emergency unless that event was caused or contributed to by the breach, negligence or wilful misconduct of the Supplier.
- (c) TMR may set off any amounts due by the Supplier under this **clause 26.4** against the Purchase Price otherwise payable under this Agreement.
- (d) TMR:
  - (i) agrees to use reasonable endeavours to ensure any Step-in Party acts in good faith and performs the Resumed Works to the standard of a reasonable and prudent supplier of Resumed Works of the type, size, scope and complexity of the Resumed Works; and
  - (ii) acknowledges that where a Step-in Power is exercised in circumstances that do not result in termination or cancellation of this Agreement, the Step-in Period is intended to be temporary and, where **clause 26.6(a)** applies, to conclude with the giving of a Step-out Notice.

## 26.5 Protection of Step-in Party

Subject to any Law to the contrary, the Supplier acknowledges that neither TMR nor a Step-in Party will be liable to the Supplier in respect of:

- (a) any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a Step-in Power; nor
- (b) for any Loss which results from the exercise of a Step-in Power, except where it arises from a fraudulent or unlawful act or omission or wilful misconduct on the part of TMR or the Step-in Party.

## 26.6 Step-out

- (a) When:
  - (i) the Step-in Event which resulted in TMR exercising Step-in Powers has been remedied to the satisfaction of TMR and TMR is satisfied that there is no material risk of a recurrence of the Step-in Event; or
  - (ii) TMR is satisfied that the circumstances that gave rise to the Emergency no longer subsist,

TMR will give the Supplier a Step-out Notice (**Step-out Notice**).

- (b) TMR agrees that the Step-out Notice must allow the Supplier a reasonable period to resume the performance of the Works.

- (c) TMR and the Supplier agree to consult with each other with the intention of ensuring that the transition from the Step-in Party ceasing to exercise the Step-in Powers to the Supplier resuming the performance of the Resumed Works is effected with the least practicable interruption to the performance of the Works.

## 27 Security

- (a) The Supplier must, within 10 Business Days of the Commencement Date, provide TMR with an unconditional security in the form and for the amount stated in **item 12 of schedule 1 (Security)** as security for the performance of its obligations under this Agreement.
- (b) TMR may access the Security at any time and may utilise the proceeds to pay for any costs, expenses or damages which TMR claims that it has incurred or might in the future incur as a consequence of any act or omission of the Supplier arising under or in connection with this Agreement.
- (c) If TMR makes a demand on the Security, TMR:
  - (i) does not hold the amount received on trust for the Supplier; and
  - (ii) is not obliged to pay the Supplier interest on that amount.
- (d) The Supplier may, after the expiration of the longest Warranty Period following delivery of the last Bus required to be delivered by the Supplier under this Agreement, give TMR a written notice requiring the release of the Security.
- (e) Subject to any outstanding Defects being rectified by the Supplier, TMR must release the Security within 10 Business Days of receiving the notice under clause 27(d).

## 28 Personnel and subcontracting

### 28.1 TMR Representative

- (a) The TMR Representative will:
  - (i) act as the TMR Representative under this Agreement; and
  - (ii) monitor the performance by the Supplier of its obligations under this Agreement,and TMR may appoint a replacement TMR Representative from time to time.
- (b) The TMR Representative will perform its functions under this Agreement as agent of TMR and not as an independent certifier, assessor or valuer.
- (c) The TMR Representative may delegate all or any of its functions under this Agreement.

- (d) TMR must promptly inform the Supplier in writing of any replacement of the TMR Representative.

## 28.2 Supplier Personnel

- (a) The Supplier must:
  - (i) provide experienced and skilled Supplier Personnel to perform the Work in accordance with this Agreement; and
  - (ii) ensure that all Work is performed under the supervision of appropriately qualified and experienced Supplier Personnel.
- (b) The Supplier must ensure that the Key Personnel named in the **schedule 11** perform that part of the Work required of their nominated positions and are not removed from those positions without the TMR Representative's prior written approval.
- (c) If it is necessary to replace any of the Key Personnel referred to in this **clause 28.2**, the Supplier must arrange for a replacement, of equivalent skill and experience, approved in writing by the TMR Representative, to perform the Work required of the replaced person's nominated position.

## 29 Subcontracting must be authorised

### 29.1 Subcontracting only to Approved Subcontractors

- (a) The Supplier must not subcontract the whole or any part of the Works other than where TMR has approved:
  - (i) the Supplier's use of a particular subcontractor in writing (**Approved Subcontractor**);
  - (ii) which part of the Works will be subcontracted to the Approved Subcontractor (**Approved Subcontracting Works**); and
  - (iii) the location at which the Approved Subcontracting Works will be performed by the Approved Subcontractor.
- (b) As at the Commencement Date, any Approved Subcontractors (together with their Approved Subcontracting Works and location at which they must perform the Approved Subcontracting Works) are specified in **schedule 6**.
- (c) If directed by TMR, the Supplier must attend, and cause any representatives of an Approved Subcontractor specified by TMR, to attend meetings notified by TMR to the Supplier.
- (d) The Supplier must not permit an Approved Subcontractor to subcontract any of the Approved Subcontracting Works other than with the prior written consent of TMR.

## 29.2 Provision of information

The Supplier must provide TMR with any information that TMR reasonably requires for the purpose of deciding whether to give its approval under **clause 29.1(a)** including:

- (a) the financial viability of the proposed subcontractor;
- (b) the expertise, resources and capability of the proposed subcontractor;
- (c) Approvals held by the proposed subcontractor; and
- (d) any other evidence satisfactory to TMR that the proposed subcontractor is and will be capable of performing the relevant obligations of the Supplier under this Agreement.

## 29.3 Supplier remains liable

- (a) The subcontracting of any of the obligations of the Supplier under this Agreement does not relieve the Supplier of any liability or obligation under this Agreement or at Law in respect of the performance or purported performance of this Agreement.
- (b) The Supplier is liable for the acts and omissions of any Approved Subcontractor (and their officers, employees, agents and contractors) as if they were the acts or omissions of the Supplier.

# 30 Production Meetings

- (a) The Supplier must provide a written report in a form and to a level of detail required by the TMR Representative by the first Business Day of week during the Term concerning the performance of the Work and any other matters reasonably required by the TMR Representative. As a minimum, the report must address the matters detailed in **schedule 12**.
- (b) The Supplier and TMR Representatives must meeting weekly to:
  - (i) monitor the overall progress of the Agreement, including progress against the Master Delivery Schedule;
  - (ii) discuss the performance of KPIs;
  - (iii) discuss compliance with the Specifications;
  - (iv) discuss all warranty claims made by Bus Operators;
  - (v) discuss vehicle off road incidents as reported by the Bus Operators;
  - (vi) evaluate stock on hand;
  - (vii) discuss matters relating to training;
  - (viii) discuss WH&S matters including any lost time due to injuries;
  - (ix) discuss any Design changes

- (x) discuss any notices given or audits undertaken by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts.
  - (xi) assist in the resolution of any issues under the Agreement; and
  - (xii) review all reports and plans, including the Operating Plans, provided by the Supplier during the Term.
- (c) Nothing discussed or agreed at the meetings will operate to amend this Agreement unless subsequently reflected in a written variation pursuant to **clause 43.3**.

## 31 Variations

### 31.1 Variations proposed by TMR

- (a) The TMR Representative may, at any time, propose a Variation.
- (b) A proposed Variation given under **clause 31.1(a)** may only be effected by a written form, expressly identified as a 'Variation Order', signed by the TMR Representative.
- (c) If the TMR Representative proposes a Variation under **clause 31.1(a)**, the TMR Representative and the Supplier Representative must attempt to agree on any adjustment to the Purchase Price. The Supplier agrees that any increase to the Purchase Price must be based on verifiable increased costs to the Supplier arising from the Variation.
- (d) If the TMR Representative and the Supplier Representative agree on the adjustment, the TMR Representative must give a written notice to the Supplier setting out the adjustment to the Purchase Price.
- (e) If the TMR Representative and the Supplier Representative fail to reach agreement within 20 Business Days of the direction, the TMR Representative may determine (acting reasonably) the adjustment to the Purchase Price and give written notice to the Supplier setting out the adjustment to the Purchase Price.
- (f) The parties acknowledge that TMR may propose a Variation to the Specification such that the last 48 Buses in **schedule 2** are battery electric buses (i.e. powered by battery rather than fuel). In anticipation of this potential Variation, the Supplier represents and warrants that, during the Term, it will at its cost use best endeavours to maintain the ability to import and supply battery electric Chassis.

### 31.2 Variations proposed by Supplier

- (a) The Supplier must:
  - (i) diligently monitor and keep up-to-date with all Laws (including any Change in Law) and Standards relevant to the Works to identify whether any Variations are required in order to ensure compliance with the Law or Standards (as applicable); and

- (ii) notify TMR in writing of any such changes and the proposed Variation, if any, within five Business Days of the Supplier becoming aware of the changes.
- (b) TMR must, within 10 Business Days of receiving a notice under **clause 31.2(a)**, consider the proposed Variation, if any, and notify the Supplier whether the proposed changes are:
  - (i) agreed by TMR, in which case the parties will update the Specifications and/or Design, or amend this Agreement, (as applicable) to implement the Variation within in a reasonable time and in accordance with **clause 43.3**; or
  - (ii) rejected by TMR, in which case, if the Supplier may refer the matter as a Dispute for resolution under **clause 36**.

## 32 Intellectual Property Rights

### 32.1 No assignment

Nothing in this Agreement transfers or assigned any Intellectual Property Rights of TMR to the Supplier.

### 32.2 Background Intellectual Property of Supplier

- (a) The parties acknowledge and agree that the Supplier remains the owner of its Background Intellectual Property and that nothing in this Agreement prevents, limits or restricts the Supplier's subsequent use or exploitation of its Background Intellectual Property.
- (b) The Supplier grants to TMR a perpetual, irrevocable, royalty free, non-exclusive and transferable licence (including a right to sublicense) to use the Background intellectual Property for the purposes of the Work, including any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts), or additions or alterations to or augmentation of, the Buses. This licence survives termination or expiry of this Agreement.
- (c) The Supplier warrants that, for any Background Intellectual Property that is owned by a third party, the Supplier will procure in favour of TMR a non-exclusive, fully transferrable, royalty free, irrevocable sub-liscence for TMR to use that Background Intellectual Property for any purpose connected with the Work.

### 32.3 Project Intellectual Property

- (a) The parties acknowledge and agree that the copyright and property in the Project Intellectual Property will vest in the Supplier on creation.
- (b) The Supplier grants to TMR a perpetual, irrevocable, royalty free, non-exclusive and transferable licence (including a right to sublicense) to use the Project Intellectual Property for any purpose connected with the operation, maintenance, repairs or servicing of (including the supply of

replacement parts), or additions or alterations to or augmentation of, the Buses, and the provision of training as contemplated by this Agreement. This licence survives termination or expiry of this Agreement.

#### **32.4 Indemnity**

The Supplier indemnifies TMR against any Loss suffered or incurred as a result of the infringement or alleged infringement of any Intellectual Property Rights. This indemnity survives termination or expiry of this Agreement.

#### **32.5 Moral Rights**

- (a) The Supplier must procure from each Author express agreement that he or she will not enforce any Moral Rights that he or she may have, presently or in the future, in the Copyright Works, including by executing any Moral Rights' consents required by TMR.
- (b) Without limiting **clause 32.5(a)**, the Supplier warrants that TMR and its successors, assigns and licensees may:
  - (i) exercise any rights in relation to the Copyright Works, without identifying any person as the individual responsible for creating any particular material comprising the Copyright Works;
  - (ii) have the Copyright Works bear the name of TMR or any other person associated with the Work; and
  - (iii) modify, alter, adapt, distort or otherwise change any of the Copyright Works as they deem fit in their absolute discretion, including:
    - (A) adaptation or translation into other dimensions, format or media of those Copyright Works; and
    - (B) changing, relocating, demolishing or destroying any two or three dimensional reproduction of those Copyright Works without notice to, or consultation with, the Author.
- (c) The Supplier must ensure that any agreement or consent, referred to in **clause 32.5(a)** is genuinely given and not obtained by duress or by the making of any false or misleading statement.
- (d) The TMR Representative may give a written direction to the Supplier to provide to the TMR Representative all agreements and consents referred to in **clause 32.5(a)**.
- (e) The Supplier must promptly comply with a direction under **clause 32.5(d)**.

## 33 Release and Indemnity

### 33.1 Release

The Supplier releases the Indemnified Parties from any liability or obligation to the Supplier, or any person claiming through or on behalf of the Supplier, in respect of:

- (a) physical loss of, or damage to, any real or personal property; or
- (b) personal injury, disease or illness to, or death of, persons, arising out of the performance of the Work.

### 33.2 Indemnity

- (a) The Supplier is liable in respect of, and indemnifies, and shall keep indemnified, the Indemnified Parties against any Loss suffered or incurred (including legal costs on a solicitor and client basis) arising out of, or in connection with, any one or more of the following:
  - (i) any breach of this Agreement by the Supplier;
  - (ii) the performance of the Work by or on behalf of the Supplier;
  - (iii) any negligence, recklessness or other wrongful act or omission of the Supplier or the Supplier Personnel;
  - (iv) any damage to property, real or personal, caused by or contributed to by the Supplier or the Supplier Personnel in connection with the Work;
  - (v) any infringement of third party Intellectual Property Rights or Moral Rights caused by or contributed to by the Supplier or the Supplier Personnel; and
  - (vi) any injury to persons, including resulting in death caused or contributed to by the Supplier or the Supplier Personnel in connection with the Work.

### 33.3 Survival

This clause 33 survives termination or expiry of this Agreement.

## 34 Insurance

### 34.1 Insurance policies effected by the Supplier

Without in any way limiting or affecting the Supplier's other obligations under this Agreement, the Supplier must during the Term effect the following insurances with an insurer approved by TMR:

- (a) public and third party liability insurance:
  - (i) covering legal liability for:

- (A) damage to any real or personal property, including the property of the Indemnified Parties or any other third party; and
- (B) injury to, or death of, any person, arising out of the performance by the Supplier of the Work and its other obligations under this Agreement; and
- (ii) with a limit of liability of not less than the value stated in **item 13 of schedule 1**;
- (b) professional indemnity insurance:
  - (i) covering liability however arising in connection with performing the Work and performing the Supplier's other obligations under this Agreement;
  - (ii) with a limit of liability of not less than the value stated in **item 14 of schedule 1**; and
  - (iii) with provision for one automatic reinstatement of the amount of that cover specifically and exclusively for the liabilities described in **clause 34.1(b)(i)** if any payment is made under the policy;
- (c) product liability insurance:
  - (i) covering all components, goods and products comprising the Buses; and
  - (ii) with a limit of liability of not less than the value stated in **item 15 of schedule 1**;
- (d) workers compensation insurance in accordance with the requirements of the relevant Laws;
- (e) property insurance covering the Buses against the risks of loss, damage or destruction by all insurable risks on terms to the reasonable satisfaction of TMR, with a limit of not less than the full replacement value of the Buses;
- (f) property insurance covering the Manufacturing Facility and After Sales Facility and where Body Build is applicable, the Manufacturing Facility for the full replacement of the Manufacturing Facility and After Sales Facility and Manufacturing Facility (as applicable);
- (g) property insurance covering the Supplier's plant and equipment (other than the Buses), against the risks of loss, damage or destruction by all insurable risks on terms to the reasonable satisfaction of TMR, for the full market value of the plant and equipment;
- (h) insurance for the transit or transfer of the Buses covering all loss and damage arising while in transit from the premises of manufacture to the Delivery Point, for its full replacement value; and

- (i) third party liability insurance required by Law covering all Claims in respect of any injury to, or death of, any person or any loss, damage or destruction to any property from the use of the Buses during manufacture and transit from the premises of manufacture to the Delivery Point.

## 34.2 Insurance requirements

The Supplier must:

- (a) maintain the insurance policies effected under **clause 34.1** from the Commencement Date until 6 years after termination or expiration of this Agreement;
- (b) pay the deductible in connection with any claim made in respect of any loss or risk covered by an insurance policy effected under **clause 34.1**;
- (c) ensure that the insurance policy effected under **clause 34.1(a)**:
  - (i) covers the Supplier and TMR for their respective rights, interests and liabilities and also protects all subcontractors and agents engaged in connection with the performance of the Work and the Supplier's other obligations under this Agreement;
  - (ii) contains a cross liability clause:
    - (A) in which the insurer must waive all rights of subrogation or action that it may have or acquire against TMR; and
    - (B) for the purposes of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
- (d) ensure that the insurance policies effected under **clauses 34.1(a), 34.1(c), 34.1(e), 34.1(g), 34.1(h) and 34.1(i)** are on commercially reasonable terms and do not contain any exclusion, endorsement or alteration, unless it is first approved in writing by the TMR Representative;
- (e) on the Commencement Date, and at other times requested by the TMR Representative, give the TMR Representative certificates from the relevant insurer or insurers specifying for each insurance policy:
  - (i) the cover;
  - (ii) any material exclusions, limitations or conditions;
  - (iii) the policy number;
  - (iv) the expiry date; and
  - (v) sufficient information to enable the TMR Representative to confirm proof of currency and coverage of each insurance policy;

- (f) give (or upon request make available for inspection and copying by TMR, the TMR Representative or TMR's insurance brokers the insurance policies effected by the Supplier under **clause 34.1**;
- (g) promptly give written notice to TMR and the TMR Representative if an insurer gives notice of cancellation or other notice in respect of any insurance policy effected under **clause 34.1** and provide to the TMR Representative a copy of such notice;
- (h) promptly notify the TMR Representative of any proposed variation, amendment or endorsement to any insurance policy which materially adversely affects the amount, scope or terms of such policy and not effect or consent to effect, any such variation, amendment or endorsement without the TMR Representative's written approval;
- (i) ensure that insurance premiums are paid on time, deductibles are paid promptly and the conditions of insurance are otherwise complied with;
- (j) not do or omit to do anything which might vitiate, impair or derogate from the cover under any insurance policy or which might prejudice any claim under any policy;
- (k) immediately notify the TMR Representative of any event which may result in any insurance policy lapsing or being cancelled or avoided;
- (l) as soon as practicable notify the TMR Representative of any occurrence that may give rise to a claim under any insurance policy and thereafter keep the TMR Representative informed of developments concerning the claim; and
- (m) ensure that all of the Supplier's subcontractors effect and maintain workers' compensation insurance in accordance with the requirements of the relevant Laws.

### **34.3 Failure to maintain an insurance policy**

If the Supplier fails to effect or maintain an insurance policy under **clause 34.1**, TMR may (but is not obliged to) effect and maintain the insurance policy and recover all costs and expenses incurred from the Supplier as a debt due and owing. The Supplier is not relieved of any liability under this Agreement due to, or as a result of, TMR effecting or maintaining any insurance policy referred to in **clause 34.1**.

## **35 Default and termination**

### **35.1 Non-Compliance Events**

Without limiting the rights of TMR under **clause 35.3**, where a Non-Compliance Event has occurred and is subsisting, TMR may (but is not obliged to) give the Supplier written notice (**Non-Compliance Notice**):

- (a) stating that a Non-Compliance Event has occurred;
- (b) setting out reasonable details of the Non-Compliance Event;

- (c) directing the Supplier to do one or more of the following:
  - (i) meet with a representative of TMR to discuss about an appropriate remedy and timetable for the Supplier to effect that remedy;
  - (ii) provide TMR with a Cure Plan; and
  - (iii) implement any urgent measures that, in TMR's reasonable opinion, are appropriate or necessary to alleviate or mitigate the effects of a Non-Compliance Event, taking into account the severity of the Non-Compliance Event and its impact on the Supply of Buses being undertaken in a safe and reliable manner; and
- (d) If the Non-Compliance Notice directs the Supplier to provide a Cure Plan, setting out the timeframe within which the Supplier must take measures to cure the Non-Compliance Event (or the events or the circumstances giving rise to the Non-Compliance Event) (**Cure Period**).

### **35.2 Cure Plan**

- (a) A Cure Plan required by a Non-Compliance Notice, must be submitted by the Supplier to TMR within 10 Business Days of the date of the relevant notice (or such longer period as TMR may agree).
- (b) The Supplier must ensure that the Cure Plan describes in reasonable detail:
  - (i) each measure that the Supplier will take to permanently cure the Non-Compliance Event within the Cure Period;
  - (ii) each measure that the Supplier will take to alleviate the adverse effect of the Non-Compliance Event within the Cure Period;
  - (iii) the proposed timing of each of those measures, which must be within the Cure Period and in a sequence and timing which is reasonably acceptable to TMR; and
  - (iv) the form and timing of reports (which must be reasonably acceptable to TMR) to be provided by the Supplier to TMR about the implementation status of the Cure Plan.
- (c) Within 5 Business Days of receipt of the original or any revised Cure Plan from the Supplier, TMR may notify the Supplier that:
  - (i) it approves the Cure Plan and require the Supplier to proceed to implement perform the Cure Plan in order to permanently cure the Non-Compliance Event and alleviate its adverse effects within the Cure Period; or
  - (ii) the whole or part of the Cure Plan does not address the concern of TMR with respect to the Non-Compliance Event and direct the Supplier to resubmit within 5 Business Days (or such other period of time as TMR directs) after such direction, a revised Cure Plan which addresses TMR's concerns.

- (d) The Supplier may (on one occasion only in relation to each Non-Compliance Event) by notice in writing to TMR request an extension to the Cure Period provided that:
  - (i) it does so prior to the expiry of the existing Cure Period;
  - (ii) it sets out complete particulars of the reasons why the extension is requested and any consequential revisions to the Cure Plan; and
  - (iii) it provides evidence to TMR's satisfaction that it has pursued diligently and is continuing to pursue diligently a cure in accordance with the Cure Plan.
- (e) TMR may approve or reject a request for extension to the Cure Period at TMR's discretion.

### **35.3 Termination rights of TMR**

Without limiting any other rights or remedies of TMR to terminate under this Agreement or at Law, TMR may terminate this Agreement by giving the Supplier written notice if:

- (a) the Supplier commits a breach of this Agreement that is capable of remedy and fails to remedy that breach within ten days of a notice to remedy that breach being given by TMR. (For clarity, TMR may exercise its rights under this **clause 35.3(a)** as an alternative to exercising its rights under **clauses 35.1 and 35.2**);
- (b) the Supplier commits a material breach of this Agreement that is not capable of cure or remedy;
- (c) where TMR has exercised its rights under **clauses 35.1 and 35.2**, the Supplier does not cure a Non-Compliance Event within the Cure Period; or
- (d) the Bus Maintenance and Service Agreement is terminated for any reason.

### **35.4 Termination for Insolvency Event**

Either party may, to the extent permitted by Law, terminate this Agreement, with immediate effect, by written notice to the other party if an Insolvency Event occurs with respect to that other party.

### **35.5 Consequence of termination**

If TMR gives the Supplier a notice under **clauses 35.3 or 35.4**:

- (a) the Supplier must, unless otherwise directed by TMR:
  - (i) stop performing the Work within the time specified in the notice; and
  - (ii) hand over all Design Files to TMR; and

- (b) TMR may recover damages on the same basis as if the Supplier had repudiated this Agreement and TMR had accepted the repudiation thereby terminating this Agreement.

### **35.6 Termination for convenience**

- (a) Notwithstanding any other provision of this Agreement, TMR may in its sole discretion terminate this Agreement by giving 90 Business Days' written notice to the Supplier.
- (b) If TMR issues a notice under **clause 35.6(a)**, the Supplier must:
  - (i) stop performing the Work within the time specified in the notice; and
  - (ii) hand over all Design Files to TMR.
- (c) If for any reason a purported termination under **clauses 35.3 or 35.4** or at Law by TMR is held to be ineffective, the purported termination is not a breach or repudiation of this Agreement and must be treated to as having been effected under **clause 35.6(a)**.
- (d) If this Agreement is terminated under **clause 35.6(a)**, the Supplier is entitled to the termination payment amount stated in **item 16 of schedule 1**; and
- (e) The Supplier is not entitled to any other compensation as a result of TMR exercising its rights under **clause 35.6(a)**.

## **36 Resolution of Disputes**

### **36.1 Disputes**

All Disputes must be resolved in accordance with this **clause 36**.

### **36.2 Review by the Representatives**

- (a) Written notice of any dispute or difference must be given to the other party. That notice must:
  - (i) set out the legal basis of the claim;
  - (ii) set out the facts upon which the claim is based;
  - (iii) have annexed copies of correspondence and any relevant background material; and
  - (iv) contain detailed particulars of the quantification of the claim.
- (b) The TMR Representative and the Supplier Representative shall meet to seek to resolve the Dispute. If they are unable to resolve the Dispute within 20 Business Days after notice is given under **clause 36.2(a)**, either party may refer the Dispute to the Senior Representatives.
- (c) If the Senior Representatives of the parties are unable to resolve a Dispute referred to them under **clause 36.2(b)** within 20 Business Days

after referral under **clause 36.2(a)**, either party may, after giving written notice to the other party, refer the Dispute to arbitration.

- (d) Service of all notices required under, and in compliance with the process outlined in, **clause 36.2** are conditions precedent to the commencement of any arbitration in respect of the Dispute.

### **36.3 Reference to arbitration**

If a Dispute is not resolved by negotiation between the Senior Representatives conducted in accordance with **clause 36.2** within the time period specified in **clause 36.2(c)** (or within such further time period agreed between the parties), the Dispute may be referred to arbitration by either party in accordance with **clause 36.4**.

### **36.4 Arbitration**

- (a) Arbitration under this **clause 36** will be conducted in accordance with the *Rules of the Australian Centre for International Commercial Arbitration (ACICA Rules)* current at the time of the reference to arbitration.
- (b) The seat of the arbitration will be Brisbane, Queensland.
- (c) One arbitrator will be appointed in accordance with the ACICA Rules.
- (d) The language of the arbitration will be English.

### **36.5 Award final and binding**

- (a) Subject to **clause 36.5(b)**, any award will be final and binding on the parties.
- (b) Each party consents to any appeal to a court where that appeal is made under the *Commercial Arbitration Act 2013* (Qld) on a question of law arising in connection with an arbitral award made under this **clause 36**.

### **36.6 Dispute resolution not to delay performing the Work**

Notwithstanding the other provisions of **clause 36**, the Supplier must continue:

- (a) performing the Work; and
- (b) performing its other obligations under this Agreement.

## **37 Media releases and confidentiality**

### **37.1 Media release**

- (a) The Supplier must not advertise or issue any information, publication, document or article for publication or media release or other publicity relating to the Work, this Agreement or TMR's business and activities without the TMR Representative's written approval.
- (b) The Supplier must refer to TMR any enquiries from the media concerning TMR's business and activities or the Work.

- (c) The Supplier must not respond to any enquiries from the media concerning the Supplier's business and activities connected with the Work without the TMR Representative's prior written approval.

### **37.2 Confidentiality**

- (a) The Supplier must not and must ensure that its employees and subcontractors do not without the TMR's Representative's approval, disclose or give to any person any Confidential Information except:
  - (i) to its officers, employees, legal and other advisers and auditors;
  - (ii) with the consent of the other party;
  - (iii) is already in the public domain; or
  - (iv) to the extent it is necessary for the Supplier to disclose information to comply with any applicable Law, or an order of a court or tribunal and the other party is given prior notice of the disclosure.
- (b) The obligations created by this **clause 37.2** will continue to bind the Supplier after the Work has been performed and for six years following expiry of the Term of the earlier termination of this Agreement.
- (c) This **clause 37.2** survives termination or expiry of this Agreement.

## **38 Personal Property Securities Act**

### **38.1 Security Interest**

- (a) If either party believes that a Security Interest arises under this Agreement in connection with the Buses (including Components and the Ticketing Equipment) that party must notify the other party within five Business Days of becoming aware of such Security Interest.
- (b) Either party must take such steps as the other party reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this Agreement, including:
  - (i) obtaining and giving consents;
  - (ii) producing and providing receipts;
  - (iii) attending to the signing of documents or procuring the signing of documents;
  - (iv) facilitating the registration of any Security Interest on the PPS Register;
  - (v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest; and
  - (vi) facilitating the exercise of TMR's right in enforcing any Security Interest.

- (c) If the Supplier is entitled to register a Security Interest in respect of the Buses and has complied with **clause 38.1(a)**, the Supplier acknowledges and agrees:
  - (i) that the Security Interest will not be registered unless TMR has agreed to the registration of the Security Interest; and
  - (ii) if the Supplier has registered a Security Interest on the Buses, to remove any Security Interest on those Buses by no later than the Purchase Date.

### **38.2 Registration and verification statements**

- (a) Either party may register any Security Interest granted under this Agreement on the PPS Register in any manner it chooses.
- (b) Either party must provide the other party with any information the other party requires for the purposes of effecting such registration.
- (c) For the purposes of section 157(3) of the PPS Act, each party irrevocably and unconditionally waives its right to receive any notice from the other party in connection with the registration of a Security Interest arising under this Agreement.

### **38.3 Accessions, fixtures and movement of property**

The Supplier must ensure that, unless otherwise agreed in writing by TMR:

- (a) TMR's personal property does not become a fixture to any land;
- (b) TMR's personal property does not become an accession to other goods, within the meaning of accession under the PPS Act;
- (c) other goods do not become an accession to TMR's personal property, within the meaning of accession under the PPS Act;
- (d) it takes such steps (at the Supplier's cost) as TMR reasonably requires to prevent or remedy the affixation of TMR's personal property to any land or goods including by:
  - (i) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
  - (ii) detaching, or procuring the detachment of, TMR's Personal Property from any land or goods to which they become attached;
- (e) TMR's personal property is not located or situated outside of Australia;
- (f) the Supplier does not part with possession of TMR's personal property;
- (g) the Supplier does not create any Security Interest or lien over any of TMR's personal property whatsoever (other than Security Interests granted in favour of TMR); and
- (h) the Supplier does not sell, lease or dispose of any interest it may have in TMR's personal property.

#### **38.4 Taking work out of Supplier's hands**

- (a) If, in the opinion of TMR, the PPS Act applies, or will in the future apply to TMR rights under this Agreement and that the PPS Act:
  - (i) affects or could affect TMR's security position or the rights or obligations of TMR under or in connection with this Agreement; or
  - (ii) enables or would enable TMR's security position to be improved, TMR may give notice to the Supplier requiring the Supplier to do anything (including providing all reasonable assistance to TMR in relation to the registration of a security in respect of TMR's rights under this Agreement, including the execution of documents relating to such registration) that in TMR's opinion is necessary or desirable.
- (b) The Supplier must comply with the requirements of that notice within the time stipulated in the notice.

#### **38.5 Enforcement**

The parties agree that for the purposes of section 115 of the PPS Act, the following sections of the PPS Act will not apply:

- (a) section 95 (notice by Secured Party of removal of accession);
- (b) section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
- (c) section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
- (d) section 130, to the extent that it requires TMR to give any notice to the Supplier (notice by Secured Party of disposal of Collateral);
- (e) section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
- (f) section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period);
- (g) section 135 (notice by Secured Party of retention of Collateral); and
- (h) section 143 (reinstatement of security agreement).

#### **38.6 Defined terms**

In this clause 38, unless defined under this Agreement, capitalised terms have the meaning given to that term in the PPS Act.

### **39 Notices**

#### **39.1 General**

A notice, demand, certification, process or other communication relating to this Agreement must be in writing and in English and may be given by an agent of the sender.

### **39.2 How to give a communication**

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the party's current email address for notices.

### **39.3 Particulars for delivery of notices**

- (a) The particulars for delivery of notices are initially those set out in **schedule 1**.
- (b) Each party may change its particulars for delivery of notices by prior written notice to each other party and the TMR Representative.

### **39.4 Communications by post**

Subject to **clause 39.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

### **39.5 Communications by email**

Subject to **clause 39.6**, a communication is given if sent by email and no failed delivery receipt is received by the sender.

### **39.6 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is not a Business Day,

it is taken as having been given at 9.00 am on the next Business Day.

## **40 Conflict of interest**

- (a) The Supplier warrants that there is no actual, potential or perceived conflict of interests at the time TMR is entered into.
- (b) The Supplier may not engage in any activity that may give rise to a conflict of interest, including the Supplier or the Supplier's Related Bodies Corporate advising another party involved or interested in the Work.
- (c) The Supplier must notify TMR as soon as it becomes aware of any actual, potential or perceived conflict of interest that has arisen in relation to the Work or the performance of the Work by the Supplier.

- (d) TMR reserves the right, in its absolute discretion, at any stage to undertake investigations to satisfy itself that there is no conflict of interest or potential or perceived conflict of interest which may preclude the Supplier from performing the Work in accordance with this Agreement.

## 41 Ethical Supplier Threshold

- (a) Where TMR reasonably suspects that the Supplier is not complying with the Ethical Supplier Threshold, TMR may by notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 10 Business Days), why TMR should not terminate this Agreement.
- (b) If the Supplier fails to show reasonable cause by the date specified by TMR in the notice, and no extension for the Supplier to respond to that notice has been agreed in writing between the parties, then TMR may, by notice in writing to the Supplier, terminate this Agreement. In exercising its rights under this **clause 40**, the parties will comply with all applicable procedural requirements set out in "Guidelines: Ethical Supplier Threshold 2021" as amended or replaced.
- (c) Where this Agreement is terminated by TMR under **clause 41(b)**, then:
  - (i) TMR does not incur any liability to the Supplier; and
  - (ii) the termination is without prejudice to any rights of TMR under this Agreement or at Law, including the right to claim damages for breach of this Agreement.

## 42 Modern slavery

### 42.1 Compliance

The Supplier must comply with the obligations and requirements of the *Modern Slavery Act 2018* (Cth) (where applicable to the Supplier) and will take all reasonable steps to ensure that there is no Modern Slavery in its operations and supply chain, or that of its Approved Subcontractors and suppliers.

### 42.2 Provision of assistance

The Supplier must provide all reasonable assistance (including the provision of information and access to documents) that TMR reasonably requires to enable TMR to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

## 43 General

### 43.1 Duty

- (a) The Supplier is liable for and must pay all duty (including any fine, interest or penalty except where it arises from default by TMR) on or

relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.

- (b) If TMR pays any duty (including any fine, interest or penalty) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it, the Supplier must pay that amount to TMR on demand.

#### **43.2 Legal costs**

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

#### **43.3 Amendment**

This Agreement may only be varied or replaced by a document executed by the parties.

#### **43.4 Waiver and exercise of rights**

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

#### **43.5 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

#### **43.6 Consents**

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

#### **43.7 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

#### **43.8 Governing law and jurisdiction**

- (a) This Agreement is governed by and is to be construed in accordance with the Laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### **43.9 Assignment**

- (a) A party must not assign or deal with any right under this Agreement without the prior written consent of the other party.
- (b) Any purported dealing in breach of this clause is of no effect.

### **43.10 Change in Control**

The Supplier must immediately notify TMR of any proposed Change in Control of the Supplier that may or will happen during the Term.

### **43.11 Liability**

Where a party comprises of two or more persons each obligation of that party binds them separately and together and they are each jointly and severally liable for any liability arising from such obligation.

### **43.12 Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

### **43.13 Entire understanding**

- (a) This Agreement contains the entire understanding between the parties as to its subject.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of this Agreement; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

### **43.14 Relationship of parties**

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

# Schedule 1

## Particulars

Item	Description	Detail
1.	Commencement Date <b>(clause 1)</b>	Date agreement has been executed by both parties.
2.	Initial Term <b>(clause 1)</b>	The period commencing on the Commencement Date and expiring on 30 June 2025.
3.	Further Period <b>(clause 1)</b>	A period of up to two years (as specified by TMR in a notice given by TMR under <b>clause 3.2</b> ), commencing on the day after the last day of the Initial Term.
4.	Manufacturing Facility <b>(clause 1)</b>	The Manufacturing Facility for each Approved Subcontractor identified in <b>schedule 6</b> .
5.	After Sales Facility <b>(clause 1)</b>	[Insert address of Supplier's facility]
6.	TMR Representative <b>(clause 1)</b>	[#insert#]
7.	Supplier Representative <b>(clause 1)</b>	[#insert#]
8.	Supplier QA Officer <b>(clause 1)</b>	[#insert#]
9.	Senior Representatives <b>(clause 1)</b>	TMR: Graham Davis, General Manager – PT Services The Supplier: [#insert#]
10.	TMR notice details <b>(clause 1)</b>	Address: 61 Mary Street, Brisbane QLD 4001 Attention: Graham Davis, General Manager – PT Services Email: Graham.Davis@translink.com.au
11.	Supplier notice details <b>(clause 1)</b>	Address: [#insert#] Attention: [#insert#] Email: [#insert#]

12.	Security <b>(clause 27)</b>	Form: Bank Guarantee with no expiration date. Amount: [#insert# to be determined as part of the financial capability assessment during the TO process]
13.	Public and third party liability insurance <b>(clause 34.1(a)(ii))</b>	Minimum of \$50,000,000 in respect of each claim and the aggregate.
14.	Professional indemnity insurance <b>(clause 34.1(b)(ii))</b>	Minimum of \$20,000,000 in respect of each claim and the aggregate.
15.	Product liability insurance <b>(clause 34.1(c)(ii))</b>	Minimum of \$50,000,000 in respect of each claim and the aggregate.
16.	Early termination payment <b>(clause 35.6(d))</b>	The Supplier is entitled to be paid for the Supplier's reasonable costs arising from or in connection with termination for convenience but excluding any loss of profits.

## Schedule 2

### Build Schedule

#### 1.1 Build Schedule

Table 1 below (Bus Build Schedule) sets out which the Buses must be delivered in accordance with the Agreement.

**Table 1 – Bus Build Schedule**

Month Year	Sub Contractor Mix		Quantity Total
	Quantity [insert name of Approved Sub Contractor 1]	Quantity [insert name of Approved Sub Contractor 2]	
December 2023	#	#	8
January 2024	#	#	8
February 2024	#	#	16
March 2024	#	#	17
April 2024	#	#	13
May 2024	#	#	20
June 2024	#	#	18
July 2024	#	#	17
August 2024	#	#	18
September 2024	#	#	17
October 2024	#	#	17
November 2024	#	#	17
December 2024	#	#	14
<b>Total</b>	<b>#</b>	<b>#</b>	<b>200</b>

## Schedule 3

### Purchase Price and payment

#### 1. Definitions

In this **schedule** Error! Reference source not found.:

- (a) capitalised terms referring to payments refer to the description of and formula for that payment in this **schedule** Error! Reference source not found.; and
- (b) the following terms have the following meanings:

**Payment Month**

- (a) The period from the Commencement Date up to and including the last date of that calendar month;
- (b) each full calendar month during the Term; and
- (c) the period from the 1<sup>st</sup> of the month before the End Date, up to the End Date.

#### 2. Contract Payment

##### 2.1. Calculation

For each Payment Month during the Term, a Contract Payment will be calculated in accordance with the following formula:

$$CP = \sum [ PP + ROC ]$$

where:

CP is the Contract Payment for the Payment Month;

$\sum$  is the sum of each of the individual items within the square brackets for each Bus that has been delivered during the Payment Month;

PP is the Purchase Price for the respective bus variant as set out in Payment Table 1;

ROC are the Registration and On-Costs directly incurred by the Supplier for each individual vehicle that TMR will reimburse providing that sufficient evidence (such as payment receipt) has been included with the tax invoice.

**Payment Table 1 – Purchase Price by Bus Variant**

	Bus Variant 1	Bus Variant 2
Chassis	[to be inserted]	[to be inserted]
Body	[to be inserted]	[to be inserted]
Purchase Price \$ (excl GST, Registration and On-costs)	\$x.xx <i>Populated from EPT</i>	\$x.xx <i>Populated from EPT</i>

## Schedule 4

### Standards

#### **1.1 TMR standards**

Queensland Vehicle Appearance Policy version 1.7 (as amended from time to time)

#### **1.2 Commonwealth standards**

- (a) ADR (to the extent that they apply to M – category vehicles);
- (b) Disability Standards for Accessible Public Transport 2002 made under the DDA;

## Schedule 5

### Order Form

**[Note to Tenderers:** This Order Form is only to be used to order additional Buses not contemplated by the Bus Build Schedule.]

This Order is placed by The Department of Transport and Main Roads with the Supplier for the supply of Buses under, and in accordance with, the Bus Supply Agreement made between the parties on [#insert date#].

Item	Description	Details
1.	Date of Order	
2.	TMR reference	
3.	Name of Approved Subcontractor	
4.	Number of Buses to be supplied to TMR	
6.	Nominated Bus Specification	
7.	Nominated Delivery Date	

**Signed for and on behalf of State of Queensland acting through the Chief Executive of the Department of Transport and Main Roads by its duly appointed delegate:** )

.....  
[Print name of Delegate]  
in the presence of:

.....  
[Print name of Witness]

.....  
Date

.....  
Signature of Delegate

.....  
Signature of Witness

Executed by [Insert Supplier] in  
accordance with the requirements of  
section 127 of the Corporations Act )  
                                                  )  
                                                  )

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Name of Director (print)

.....  
Date

.....  
Date

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## Schedule 6

### Approved Subcontractors

**1 Approved Subcontractor #1**

**1.1 Subcontractor**

[insert full name and ACN of subcontractor]

**1.2 Approved Subcontracting Works**

[insert component of Works the subcontractor is authorised to perform]

**1.3 Manufacturing Facility at which Approved Subcontracting Works must be performed**

[Insert location at which Approved Subcontracting Works must be performed]

**2 Approved Subcontractor #2**

**2.1 Subcontractor**

[insert full name and ACN of subcontractor]

**2.2 Approved Subcontracting Works**

[insert component of Works the subcontractor is authorised to perform]

**2.3 Manufacturing Facility at which Approved Subcontracting Works must be performed**

[Insert location at which Approved Subcontracting Works must be performed]

## Schedule 7

### Quality Assurance Checklist



QA Vehicle report -  
Diesel Buses.xlsx

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# Schedule 8

## KPIs

KPI No.	KPI Description	KPI Target	Measurement Frequency
<b>1</b>	<b>Manufacturing</b>		
1.1	Quality Issues	That 100% of the quality inspections undertaken by TMR have no more than 10 quality issues per Bus.	Monthly
1.2	Compliance with Master Delivery Schedule	That 100% of the Buses are delivered on the planned date as outlined in the Master Delivery Schedule.	Monthly
<b>2</b>	<b>Health, Safety and Environment</b>		
2.1	Health, Safety and Environment Incidents	That Supplier is 100% compliant with its notification obligations to Workplace Health and Safety Queensland and the Electrical Safety office.	Monthly
<b>3</b>	<b>Local Content</b>		
3.1	Compliance with the Local Content Plan	That the Supplier is 100% compliant with the Local Content Plan	Monthly

## Schedule 9

### Operating Plans

#### 1 General obligations

The Supplier must:

- (a) keep and maintain the Operating Plans throughout the Term;
- (b) update and (where required) obtain TMR's approval of the relevant updated plans; and
- (c) comply with any lawful direction given by TMR in relation to the Operating Plans, from time to time.

#### 2 Operating Plans

##### 2.1 Business Continuity Plan

- (a) The Supplier must develop and implement a Business Continuity Plan designed to ensure the continuity of the Supply to a standard acceptable to TMR.
- (b) Each Business Continuity Plan to be provided under this Agreement must:
  - (i) demonstrate how the Supplier intends to manage the day-to-day operations of its business, including:
    - (A) how delivery of the Works will be achieved; and
    - (B) procedures to ensure the continuity of the Works;
  - (ii) outline quality assurance systems and standards to be used by the Supplier at all times during the performance of the Works under this Agreement; and
  - (iii) also address the following:
    - (A) risk management;
    - (B) security measures;
    - (C) reporting obligations;
    - (D) supply chain disruptions, including disruptions to the supply of any parts or Components by third parties;
    - (E) business and financial sustainability;
    - (F) disaster recovery;

- (G) asset management and maintenance planning;
- (H) insurance compliance and coverage; and
- (I) any other issue notified by TMR to the Supplier from time to time.

## **2.2 Disability Action Plan**

- (a) The Disability Action Plan must comply with the requirements of the DDA.
- (b) If the Supplier has not lodged the Disability Action Plan before the Commencement Date, the Supplier must lodge the plan within 20 Business Days of the Commencement Date.
- (c) The Disability Action Plan must specify the steps the Supplier will take to comply with the:
  - (i) DDA;
  - (ii) *Disability Standards for Accessible Public Transport 2002* (Cth); and
  - (iii) *Anti-Discrimination Act 1991* (Qld).

## **2.3 Environmental Management Plan**

The Environmental Management Plan must be prepared, updated and maintained in accordance with Best Industry Practice and must address:

- (a) current compliance, including compliance with the Development Approval and Environmental Authority;
- (b) planning improvements and prevention; and
- (c) any other issue notified by TMR to the Supplier from time to time.

## **2.4 Training Plan**

The Training Plan must be prepared, updated and maintained in accordance with Best industry Practice and must address the training of key staff involved in the manufacturing of the Bus.

## **2.5 Workplace Health and Safety Management Plan**

The Workplace Health and Safety Management Plan must be prepared, updated and maintained in accordance with Best Industry Practice.

## **2.6 Local Content Plan**

The Local Content Plan must be updated and maintained by the Supplier.

## **2.7 Manufacturing Facilities Risk Management Plan**

The Supplier must develop and implement a manufacturing facilities risk management plan.

## Schedule 10

### Local Content Plan

**[Note to Tenderers:** A Local Content Plan will need to be developed and provided as part of this Agreement.]

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## Schedule 11

### Key Personnel

**[Note to Tenderers:** Key personnel nominated and approved as part of the ITO process will be contractulised]

Name	Role
[Insert]	[Insert]

## Schedule 12

### Reporting

The details of reporting for the weekly Production Meeting:

- (i) Uptodate version of the Master Delivery Schedule and details to explain production slippages
- (ii) Detail to evidence compliance with the KPI's
- (iii) Detail regarding non-compliance with Specifications in particular component supply issues, defaults or recalls
- (iv) Status and details of warranty claims
- (v) Nature of vehicle off road incidents including any warranty works being undertaken by the Supplier or Approved Sub-Contractor
- (vi) Quantity of stock on hand and in an itemised form
- (vii) Details of bus operator training including number of attendees
- (viii) Extract of WH&S reports to identify the type and number of injuries

## Schedule 13

### TMR Policies and Plans

1. Best Practice Principles: Quality, safe workplaces, prepared by the Office of Industrial Relations, dated April 2023.
2. The Queensland Government Supplier Code of Conduct 2023:



supplier-code-of-conduct-2023.pdf

Released under RTI Act

## Schedule 14

### Warranty Period for Components

Component	Warranty Period	Condition of warranty
Bus Chassis		
Bus Body		
Buses structural warranty		
Engine		
Drive train (including suspension and brakes)		
For all other components of the Buses		
Workmanship free of Defects		

## Schedule 15

### Smart Ticketing Specifications

[Note to Tenderer: The Smart Ticketing Specifications will be provided during the ITO process]

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## Schedule 16

### Master Delivery Schedule Template

[Note to Tenderers: refer to Part C – Attachment 3 – Master Delivery Schedule]

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Draft

## Schedule 17

### Template Technical Maintenance Plan

[Note to Tenderers: The TMP which is negotiated and agreed during the ITO process will be contractualised and replace the table below]

Activity No.	Activity Description	Chassis Make/Model	Maintenance Group	Distance Interval (km)	Time Interval (Hours)	Calendar Interval	Labour (Hours)
1.	5,000 km service		Routine	5,000	-	-	10
2.	10,000 km service		Routine	-	-	-	-
	Doors						
	Airconditioning maintenance						

## Schedule 18

### Best Practice Principles Plan

[Note to Tenderers: The initiatives proposed by the Tenderer in the ITO process in response to the Best Practice Principles criteria (Workplace Health and Safety, Industrial Relations and Modern Slavery) must be agreed, contractualised and included in Schedule 18 as the Best Practice Principles Plan.

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Draft

## Execution

**Executed as an agreement.**

**[Note to Tenderer: The execution blocks are to be updated once the Supplier is appointed to reflect the correct entity.]**

**Executed for and on behalf of State of Queensland acting through the Chief Executive of the Department of Transport and Main Roads by its duly appointed delegate:** )

.....  
[Print name of Delegate]  
In the presence of:

.....  
[Print name of Witness]

.....  
Date

**Executed by [Insert Supplier] in accordance with the requirements of section 127 of the Corporations Act** )

.....  
Company Secretary/Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Date

.....  
Signature of Delegate

.....  
Signature of Witness

.....  
Director

.....  
Name of Director (print)

.....  
Date

## Annexure A

### Specifications



Bus and Facility  
Specification, as at 20.

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The State of Queensland acting through the Chief Executive of the Department of Transport and Main Roads

[Insert Supplier Name]

# Bus Maintenance and Service Agreement

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# Parties

**The State of Queensland acting through the Chief Executive of the Department of Transport and Main Roads ABN 39 407 690 291 of 61 Mary Street, Brisbane, QLD 4000 (TMR)**

[#Insert Supplier] ABN [#Insert] of [#Insert address] (Supplier)

## Background

- A TMR has purchased the Buses from the Supplier.
- B The Supplier agrees to service and maintain the Buses, and supply spare parts for them, on the terms of this Agreement.

## Agreed terms

### 1 Definitions

#### 1.1 Defined terms

In this Agreement, these terms have the following meanings:

**Agreement** this agreement, including its schedules and annexures.

**Approval** a consent, licence, permit, authorisation, registration, lodgement, filing, agreement, certificate, permission, direction, authority, approval or exemption issued by an Authority.

**Approved Subcontractors** a Subcontractor appointed by the Supplier in accordance with **clause 15.1**, including the Approved Subcontractors listed in **item 9 of schedule 1**.

**Authority** includes any:

- (a) government department (including Commonwealth and State departments and TMR);
- (b) government or statutory authority; or
- (c) other person authorised under a Law,

which has a right to impose a requirement, or whose consent or approval is required, with respect to the Maintenance Services or the operation of the Buses for their intended purposes in Australia.

<b>Best Industry Practice</b>	that degree of skill, care, prudence, foresight and good practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person engaged in the same type of undertaking in Australia as that of the Supplier under the same or similar circumstances as those contemplated by this Agreement.
<b>Best Practice Principles Plan</b>	the Best Practices Principles Plan developed by the Supplier and as set out in <b>schedule 7</b> .
<b>Bus</b>	A bus supplied to TMR by the Supplier under, and in accordance with, the Supply Agreement.
<b>Bus Operators</b>	Third Parties to whom TMR will lease the Buses to operate as part of TMR servicing the Network, including, at the Commencement Date, the parties listed in <b>item 4 of schedule 1</b> .
<b>Business Day</b>	any day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
<b>Change in Control</b>	a change in Control of the Supplier.
<b>Change in Law</b>	an enactment or repeal of, or amendment to, a Law which: <ul style="list-style-type: none"><li>(a) occurs in Australia;</li><li>(b) occurs after the Commencement Date;</li><li>(c) a party is required to comply with in order to not contravene the Law;</li><li>(d) was not reasonably foreseeable prior to the execution of this Agreement; and</li><li>(e) materially and adversely affects the cost to the Supplier performing its obligations under this Agreement,</li></ul> however does not include: <ul style="list-style-type: none"><li>(f) any change in Law relating to Taxes, including GST; or</li><li>(g) a change in Law that was in existence as at the Commencement Date that, by its terms, only came into force after the Commencement Date.</li></ul>
<b>Claim</b>	any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law or otherwise.

<b>Commencement Date</b>	the date stated in item 1 of schedule 1.
<b>Confidential Information</b>	includes all information disclosed to the Supplier by, or on behalf of, TMR, the TMR Representative or any related entity of TMR, including: <ul style="list-style-type: none"><li>(a) information, which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of TMR;</li><li>(b) trade secrets or information, which is capable of protection at Law as confidential information;</li><li>(c) information from a Third Party where the Supplier is advised by TMR, the TMR Representative or any related entity of TMR that such information is confidential; and</li><li>(d) information derived or produced, partly or wholly, from the information referred to above, including any calculation, conclusion, summary or computer modelling,</li></ul> whether the information was disclosed: <ul style="list-style-type: none"><li>(e) orally, in writing or in electronic or machine readable form;</li><li>(f) before, on or after the Commencement Date;</li><li>(g) as a result of discussions between the parties; or</li><li>(h) by TMR, any of its related entities or Third Parties, which is not in the public domain.</li></ul>
<b>Control</b>	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
<b>Corporations Act</b>	the Corporations Act 2001 (Cth).
<b>Cure Period</b>	has the meaning given in clause 26.1(d).
<b>Cure Plan</b>	a written document that contains the details required clause 26.2(b).
<b>DDA</b>	the <i>Disability Discrimination Act 1992</i> (Cth), including the Disability Standards for Accessible Public Transport formulated under that legislation, from time to time.
<b>Defect</b>	any: <ul style="list-style-type: none"><li>(a) defect, error, omission, deficiency or other imperfection in a Bus in respect of, or arising from, any cause including negligence, design, manufacture, materials or workmanship; or</li></ul>

	<p>(b) physical damage to a Bus resulting from any of the matters referred to in paragraph (a) of this definition.</p>
<b>Deliverable</b>	any information, document (including reports, manuals, designs, drawings and the like) or other thing which is required, created or used by the Supplier in the performance of the Maintenance Services.
<b>Design Life</b>	is 21 years from the first In Service Date as specified in the Master Delivery Schedule under the Supply Agreement.
<b>Dispute</b>	<p>includes any dispute, controversy, difference or Claim between any of the parties as to:</p> <ul style="list-style-type: none"><li>(a) the construction of this Agreement;</li><li>(b) any question regarding the existence, validity or termination of this Agreement;</li><li>(c) the rights or obligations of a party under this Agreement;</li><li>(d) any other matter arising out of or relating to this Agreement or the Maintenance Services; or</li><li>(e) any matter expressly stated or deemed to be a Dispute under this Agreement.</li></ul>
<b>Emergency</b>	a circumstance where: <ul style="list-style-type: none"><li>(a) there is a risk, or a potential and immediate threat, to public interest or safety;</li><li>(b) it may be necessary for TMR or any Bus Operator to take immediate action to discharge its statutory duties or powers; or</li><li>(c) the Supplier is unable or unwilling, for any reason, to provide the Maintenance Services.</li></ul>
<b>Entitlements</b>	any wages, salary, overtime, allowances, superannuation, leave accruals or any other payment to which the Supplier's Personnel or Subcontractors are entitled or may be entitled in respect of the performance of this Agreement as a result of their relationship with the Supplier.
<b>Ethical Supplier Threshold</b>	the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy.
<b>Facilities</b>	the facilities located at the addresses listed in <b>item 5 of schedule 1</b> .

<b>Fees</b>	the fees payable by TMR to the Supplier in consideration of the Supplier's performance of its obligations under this Agreement and calculated in accordance with <b>schedule 4</b> .
<b>Further Period</b>	the date stated in <b>item 3 of schedule 1</b> .
<b>GST</b>	the goods and services tax, as governed by the GST Act.
<b>GST Act</b>	<i>the A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
<b>In Service Date</b>	the date on which a Bus commences service on the Network as identified in the Master Delivery Schedule under the Supply Agreement.
<b>Indemnified Parties</b>	TMR, its officers, employees, contractors and agents, but does not include the Supplier.
<b>Initial Term</b>	the period specified in <b>item 2 of schedule 1</b> .
<b>Insolvency Event</b>	includes any of the following:
	<ul style="list-style-type: none"><li>(a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;</li><li>(b) a person is taken or must be presumed to be insolvent or unable to pay the person's debts under any applicable legislation;</li><li>(c) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a corporation;</li><li>(d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;</li><li>(e) a controller (as that term is defined in the Corporations Act) is appointed in respect of any property of a corporation;</li><li>(f) a corporation is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation;</li><li>(g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;</li></ul>

- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them;
- (i) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven days or a person presents a petition against himself or herself;
- (j) a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966*; or
- (k) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

<b>Intellectual Property Rights</b>	all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, materials, documents, methods, Confidential Information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended and revised from time to time).
<b>Inventory</b>	has the meaning given in <b>clause 8.1(a)</b> .
<b>Invitation to Offer</b>	[To be inserted once name, reference and date of ITO is known.]
<b>Key Personnel</b>	the Supplier's key personnel specified in <b>item 10 of schedule 1</b> .
<b>KPIs</b>	the key performance indicators set out in <b>schedule 5</b> .
<b>Law</b>	includes: <ul style="list-style-type: none"><li>(a) Commonwealth, State or local legislation, including regulations, by-laws and other subordinate legislation;</li><li>(b) common law and equity;</li><li>(c) Authority requirements; and</li><li>(d) guidelines of the Commonwealth, State and local governments and Authorities.</li></ul>
<b>Local Content Plan</b>	the Local Content Plan developed by the Supplier and is set out in <b>schedule 3</b> .

<b>Loss</b>	any loss, liability, damage, expense or cost including in relation to any claim, demand, proceeding or complaint of any nature or kind.
<b>Machinery of Government Change</b>	a transfer of responsibility, function or operations, in whole or in part, from a Queensland Government Department or agency or Queensland Government Body to another Queensland Government Department or agency or Queensland Government Body.
<b>Maintenance Services</b>	the services to be provided in accordance with the Technical Maintenance Plan for each Bus supplied under the Supply Agreement.
<b>Modern Slavery</b>	as defined in the Modern Slavery Act.
<b>Modern Slavery Act</b>	the <i>Modern Slavery Act 2018</i> (Cth).
<b>Moral Rights</b>	includes any of the rights described in Article 6 of the Berne Convention for the Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute (including the <i>Copyright Act 1968</i> (Cth)) or any other law (including any law outside Australia), that exist, or that may come to exist anywhere in the world.
<b>Network</b>	the public passenger service delivered by or on behalf of TMR, including by Bus Operators, by means of bus services.
<b>Non-Compliance Event</b>	the occurrence of any of the following: (a) any breach of this Agreement; (b) any breach of a KPI; (c) any act or omission of the Supplier that, in the reasonable opinion of TMR, is likely to result in a Step-In Event if not attended to promptly; or (d) if any warranties given by the Supplier is or was untrue or misleading in a material respect when made or repeated and, if that fact had been known to TMR before signing this Agreement, TMR, in TMR's reasonable opinion, would not have entered into the Agreement or would have entered into it on different terms.
<b>Non-Compliance Notice</b>	has the meaning given in clause 26.1.
<b>Operating Plans</b>	the operating plans set out in schedule 8.
<b>PPS Act</b>	the <i>Personal Property Securities Act 2009</i> (Cth).

<b>PPS Register</b>	the Personal Property Securities Register established under the PPS Act.
<b>Queensland Procurement Policy</b>	the Queensland Procurement Policy published by the Queensland Government as amended from time to time.
<b>Related Body Corporate</b>	has the meaning given to that term in the Corporations Act.
<b>Security</b>	the meaning given in <b>clause 23</b> .
<b>Security Interest</b>	includes any bill of sale, as defined under any Law, mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust arrangement, encumbrance, contractual right of set off, any security arrangement in favour of any person or any security arrangement which is deemed to be a security interest for the purposes of the <i>Personal Property Securities Act 2009</i> (Cth).
<b>Senior Representatives</b>	the representatives stated in <b>item 8 of schedule 1</b> , or any replacement notified by a party to the other party in writing.
<b>Spare Parts</b>	a part that is used to replace old or broken components in a Bus.
<b>Specification</b>	the specification set out in <b>annexure A</b> , as amended under the Supply Agreement.
<b>Standards</b>	all domestic and international standards applicable to the Maintenance Services for the Buses, including:
	(a) applicable standards published by Standards Australia Limited ABN 85 087 326 690; and
	(b) the standards specified in <b>schedule 7</b> .
<b>Statement of Work Form</b>	the form set out in <b>schedule 6</b> .
<b>Step-in Event</b>	occurs where the circumstances involve:
	(a) an Emergency;
	(b) an entitlement for TMR to terminate this Agreement, or actual termination of this Agreement;
	(c) the Supplier is or TMR has reasonable grounds for believing that the Supplier is reasonably likely to be in breach of its obligations to under this Agreement and will be unable to remedy such breach within a reasonable time or at all;
	(d) the Supplier's failure to perform its obligations causes TMR to breach any Law;

- (e) an Authority directs TMR to exercise its Step-in Powers under **clause 27**.
- Step-in Party** the meaning in **clause 27.1(b)**.
- Step-in Period** means any period during which TMR exercises Step-in Powers pursuant to **clause 27.1(a)**.
- Step-in Powers** the meaning in **clause 27.1(a)**.
- Step-out Notice** has the meaning given in **clause 27.6(a)**.
- Subcontractor** any Third Party engaged by TMR or the Supplier to perform any part of the Maintenance Services or delivery of the Network, and includes any subcontractor of such subcontractor and any Third Party in its capacity as a vendor of parts, hardware, a licensor of software, or a provider of maintenance or support services in respect of such parts.
- Supplier Personnel** the officers, employees, contractors and agents of the Supplier, and includes Approved Subcontractors.
- Supplier Representative** the individual identified in **item 7 of schedule 1**, or any temporary or permanent replacement appointed under **clause 14.3**.
- Supply Agreement** the agreement between TMR and the Supplier on or around the date of this Agreement for the design, manufacture, commissioning and delivery of the Buses.
- Taxes** taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any Authority, together with any related interest, penalties, fines and expenses in connection with them.
- Technical Maintenance Plan** the technical maintenance plan approved by TMR under the Supply Agreement and provided by TMR to the Supplier from time to time.
- Term** the term of this Agreement, determined by **clause 3.1**.
- Third Party** any person other than the Supplier or TMR, and their respective directors, officers and employees, which for clarity includes Approved Subcontractors and Bus Operators.
- Ticketing Equipment** all ticketing equipment, including:
- driver console units;
  - smartcard readers and sign on cards to log in to driver console units; and
  - any other ticketing and related equipment,

	which TMR requires on each of the Buses.
<b>TMR Policies and Plans</b>	the policies and plans listed in <b>schedule 10</b> or any other policies and plans of TMR which the Supplier must comply with in connection with this Agreement.
<b>TMR Representative</b>	TMR's representative stated in <b>item 6 of schedule 1</b> or any replacement appointed under <b>clause 13</b> .
<b>Unplanned Maintenance Services</b>	Those works which are repair work and are not Maintenance Services.
<b>Variation</b>	a change (including addition or deletion) to the scope of the Maintenance Services to be supplied under this Agreement.
<b>Variation Order</b>	has the meaning given to it by <b>clause 16.1(b)</b> .
<b>Warranty Period</b>	the relevant warranty period set out in <b>schedule 11</b> .
<b>Warranty Work</b>	the meaning given in <b>clause 9.1(b)</b> .
<b>WH&amp;S Act</b>	the <i>Work Health and Safety Act 2011</i> (Qld).
<b>WH&amp;S Legislation</b>	the WH&S Act and the WH&S Regulation.
<b>WH&amp;S Regulation</b>	the <i>Work Health and Safety Regulation 2011</i> (Qld).

## 1.2 Interpretation and construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

- (iii) any legislation includes subordinate legislation and rules made under it and includes that legislation, subordinate legislation and rules as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) time is to local time in Brisbane, Queensland;
  - (vii) '\$' or 'dollars' is a reference to Australian currency;
  - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
  - (x) this Agreement includes all schedules and annexures to it; and
  - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Agreement;
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
  - (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

### 1.3 Headings

Headings do not affect the interpretation of this Agreement.

## 2 Conditions Precedent

**[Note to Tenderers: The intention is that there will be a Condition Precedent so this agreement commences on the first In Service Date under the Supply Agreement.]**

## 3 Term and contract review

### 3.1 Term

This Agreement commences on the Commencement Date and, unless:

- (a) terminated earlier in accordance with the terms of this Agreement; or
  - (b) extended in accordance with **clause 3.2**,
- continues for the Initial Term.

### **3.2 Further Period**

TMR may extend the term of this Agreement beyond the Initial Term for the Further Period by giving notice to the Supplier pursuant to this clause, no later than 90 days:

- (a) prior to the end of the Initial Term; or
- (b) if TMR has already given a notice to extend beyond the initial Term (**First Further Period**), prior to the end of that First Further Period.

## **4 Non-exclusive appointment**

The Supplier acknowledges and agrees that:

- (a) pursuant to the Invitation to Offer or otherwise, TMR may appoint other suppliers to perform Maintenance Services on the Buses; and
- (b) it is not the exclusive supplier to TMR of Maintenance Services.

## **5 Maintenance Services**

### **5.1 Performance obligations**

Without limiting or derogating from any specific obligation set out in this Agreement, the Supplier must perform the Maintenance Services in accordance with the Technical Maintenance Plan, and must:

- (a) ensure each Bus continues to comply with the Specification and relevant Standards;
- (b) provide, manage and maintain sufficient resources, including Supplier Personnel, equipment and facilities, to enable it to fulfil its obligations under this Agreement;
- (c) comply with all reasonable directions of TMR in relation to the Supplier's performance of this Agreement;
- (d) perform this Agreement with the professional skill, care and diligence expected of a competent contractor experienced in providing services similar to the Maintenance Services; and
- (e) at all times during the Supplier's performance of its obligations under this Agreement, comply, and ensure that the Supplier Personnel comply, with the requirements of this Agreement, Approvals and all applicable Laws.

### **5.2 No interruption to Network**

- (a) The Supplier agrees that it must use its best endeavours to conduct Maintenance Services that do not create an interruption to the operation of the Network.
- (b) Without limiting the obligation in **clause 5.2(a)**, the Supplier must complete Maintenance Services on Buses expeditiously so as to return Buses into operational service as soon as practicable, and in any case,

within the timeframes, if any, specified in the Technical Maintenance Plan.

- (c) If the performance of the Maintenance Services will or might reasonably be expected to interrupt or cause any other disruption or disturbance to the conduct of Bus Operators' businesses, then the Supplier must, except in an Emergency, give at least 10 Business Days (or such other period as TMR may agree) prior notice to TMR and the Bus Operators of the details of the work and of its recommendations for reducing the likely interruption, disruption or disturbance, and will not commence the carrying out of the work without first obtaining TMR's approval to it and its timing.

### 5.3 Compliance with Laws

- (a) The Supplier must:
  - (i) comply with all applicable Laws in performing its obligations under this Agreement, including, without limitation, the *Electricity Safety Act 2002* (Qld) and *Electrical Safety Regulation 2013* (Qld);
  - (ii) comply, and ensure that the Supplier Personnel comply, with the requirements set out in the TMR Policies and Plans;
  - (iii) obtain all necessary Approvals to perform the Maintenance Services and its other obligations under this Agreement; and
  - (iv) promptly give the TMR Representative a copy of any Approval or relevant document issued by an Authority relevant to the provision of the Maintenance Services under this Agreement.
- (b) The Supplier is solely responsible for the performance of its obligations under clause 5.3(a). This obligation is not affected by any approval given by TMR, the TMR Representative, an Authority or the performance of any services by an Approved Subcontractor.

### 5.4 Ticketing Equipment

The Supplier must:

- (a) provide all reasonable cooperation and access to its Facilities for TMR and its Subcontractors:
  - (i) in the conduct of any testing required to be undertaken from time to time in relation to Ticketing Equipment;
  - (ii) to facilitate the installation, repair, removal, maintenance, upgrade, modification, testing, commissioning, decommissioning, tagging, recording and auditing of the Ticketing Equipment; and
  - (iii) to retrieve or verify information recorded by Ticketing Equipment;
- (b) not alter, modify, dispose of or relocate the Ticketing Equipment in the course of Maintenance Services; and

- (c) otherwise comply with all other maintenance instructions, guidelines, directions and training requirements for Ticketing Equipment issued by TMR from time to time.

## 5.5 **Operating Plans**

On and from the Commencement Date:

- (a) the Supplier must develop, maintain and update the Operating Plans in accordance with the requirements of **schedule 8** and this Agreement; and
- (b) implement and comply with the Operating Plans at all times during the Term.

## 6 **Facilities**

### 6.1 **Delivery of Buses**

Unless otherwise agreed, delivery of Buses to the Facilities for Maintenance Services will be the responsibility of TMR (who may direct the Bus Operator to perform this function on TMR's behalf).

### 6.2 **Location for Maintenance Services**

All Maintenance Services must be performed at the Facilities.

### 6.3 **Standards**

The Supplier warrants that the Facilities will, at all times during the Term:

- (a) be in Queensland;
- (b) be compliant with all relevant Laws and Standards;
- (c) have capacity sufficient to accommodate the number and type of Buses required for the proper and efficient delivery of the Maintenance Services; and
- (d) be fit for purpose.

### 6.4 **Changes to Facilities**

The Supplier must not close down, dispose of, acquire or establish any of the Facilities unless the TMR Representative has provided TMR's written consent to the proposed closure, disposal, acquisition or establishment of the Facility.

## 7 **Compliance and safety**

### 7.1 **General obligations as to safety**

The Supplier must perform the Maintenance Services:

- (a) so as to eliminate all risk of injury to or death of persons and damage to property or, to the extent that risk cannot be eliminated, the risk is reduced as far as reasonably practicable;

- (b) in accordance with Best Industry Practice; and
- (c) in a manner that is otherwise safe and fit for purpose.

## 7.2 Health and safety at Facilities

- (a) In performing the Maintenance Services and its other obligations under this Agreement, the Supplier must:
  - (i) ensure, so far as is reasonably practicable, the health and safety of the Supplier Personnel and any persons at the Facilities, including any persons performing work at the Facilities, whether or not engaged by the Supplier; and
  - (ii) use its best endeavours to ensure, so far as is reasonably practicable, the health and safety of any persons at the Facilities (in those areas not under the Supplier's control), including any persons performing work at the Facilities, whether or not engaged by the Supplier.
- (b) The Supplier acknowledges that, in performing the Maintenance Services and its other obligations under this Agreement:
  - (i) subject to **clause 7.2(d)**, for the purposes of the WH&S Legislation, it has management or control of the Facilities and as such must ensure compliance with its obligations under WH&S Legislation in this regard; and
  - (ii) the Supplier must ensure that (subject to **clause 7.1**):
    - (A) it manages or controls the Facilities;
    - (B) it provides appropriate training and supervision for all persons employed or engaged by it at the Facilities;
    - (C) it controls or directs the performance of work associated with the activities required under this Agreement;
    - (D) it establishes and maintains safe work practices;
    - (E) it engages competent persons to carry out risk audits at its Facilities and of the work health, safety and rehabilitation system every two years. Such audits must be undertaken in compliance with good risk management principles and must identify, assess and control any work health and safety risks present at the Facilities;
    - (F) all Supplier Personnel performing the activities required under this Agreement are trained in work health and safety systems and procedures, including the work health, safety and rehabilitation management system, in particular in relation to the risks associated with performing the activities required under this Agreement;
    - (G) it in all respects complies with all WH&S Legislation;

- (H) it informs TMR of any changes of any Supplier Personnel, corporate structure, management structure or supervisors that may affect the safety of its Supplier Personnel or other workers in performing the activities required under this Agreement; and
  - (I) it otherwise complies with all Law for work health, safety and rehabilitation management.
- (c) The Supplier must, prior to the performance of any part of the Maintenance Services and its other obligations under this Agreement:
- (i) undertake an assessment of the work health and safety risks associated with the performance of the activities and identify and take all reasonably practicable steps to implement appropriate work health and safety risk control measures to eliminate and minimise all such work health and safety risks; and
  - (ii) as required by TMR, provide TMR with details of the work health and safety risk assessment undertaken and evidence of implementation of appropriate work health and safety risk control measures required under this **clause 7.2**.
- (d) If the Supplier engages an Approved Subcontractor (in accordance with **clause 15**) or otherwise relinquishes to, or shares with, any person:
- (i) the management or control of the Facilities; or
  - (ii) control over the performance of work associated with the activities required under this Agreement,
- it will ensure that person complies with the obligations referred to in this **clause 7.2**.
- (e) In order to meet its obligations under this **clause 7.2**, the Supplier must adopt a work health, safety and rehabilitation management system that supports a systematic approach to managing risks to health and safety posed by the Facilities or the activities required under this Agreement, including:
- (i) a process to identify safety hazards, assess the risks posed by such hazards and eliminate or control the risks; and
  - (ii) mechanisms to monitor the performance of the system and adapt and improve it as necessary.
- (f) The Supplier will provide to TMR such information about the operation and maintenance of the system referred to in **clause 7.2(e)** as TMR directs. Any review of the operation or maintenance of the system by TMR under this **clause 7.2(f)** does not constitute a verification or acceptance by TMR of the adequacy of the system.

- (g) The Supplier must ensure that it reasonably participates, and that Supplier Personnel reasonably participate, in any investigation relating to any Facilities incident that:
- (i) is notifiable under a WH&S Legislation;
  - (ii) is in connection with the performance of the activities required under this Agreement; and
  - (iii) occurs during the Term.
- (h) The Supplier must so far as is reasonably practicable consult, cooperate and coordinate the activities required under this Agreement with any other person:
- (i) involved in performing work at the Facilities; or
  - (ii) who may otherwise have a duty or obligation under a WH&S Legislation relating to the Maintenance Services,
- to achieve effective coordination of the activities to ensure optimal health and safety risk management and enable the Supplier and any person who has control of access to or from the Facilities to comply with their respective obligations under all relevant WH&S Legislation.

### 7.3 Disability Standards

The Supplier must:

- (a) develop, implement and comply with a Disability Action Plan in accordance with **paragraph 2.2 of schedule 8**;
- (b) make its Disability Action Plan available to TMR upon request;
- (c) where relevant, publish its Disability Action Plan on its website;
- (d) within three months after the date of execution of this Agreement and on (or as soon as reasonably practicable after) the three year anniversary of the Commencement Date, provide TMR with a copy of any compliance reports required under the DDA to be prepared by the Supplier; and
- (e) provide such reasonable details of the Supplier's compliance with the Disability Action Plan as directed by TMR from time to time

## 8 Inventory of Spare Parts

### 8.1 Inventory of Spare Parts

- (a) During the Term and , the Supplier must establish and maintain a sufficient inventory of Spare Parts required for the performance of Maintenance Services, and in any case, in a timely fashion (**Inventory**) at the Facilities.
- (b) At a minimum, the Supplier must have the Inventory specified in **schedule 2**.

- (c) If at any time the Inventory is not at the levels required by this Agreement, the Supplier must notify TMR and the Supplier must restock such Inventory to the levels required within 10 Business Days (or such other period of time as the parties may agree) of such notice.
- (d) The Supplier must:
  - (i) keep computerised records of the Spare Parts which it has in stock and keep those records up to date; and
  - (ii) provide a Spare Parts inventory report to TMR identifying the spare parts held by the Supplier on a monthly basis.
- (e) All Spare Parts must be new and be from the original equipment manufacturer;
- (f) Title in the Inventory will vest in the Supplier until the Spare Part is integrated into the Bus.

## 8.2 Purchase of inventory

- (a) In the event of termination or expiration of this Agreement, TMR (or its nominee) may by written notice to the Supplier exercise the right to acquire the Inventory of Spare Parts from the Supplier.
- (b) The purchase price for the Inventory will be the cost price paid by the Supplier for that Inventory without any mark up.
- (c) Where TMR (or its nominee) exercises its right to acquire the Inventory, the Supplier will make the Inventory available for collection commencing on the day following receipt of the notice and ending 30 days after the day of the delivery of the notice. Collection will be available at the Facility at any time during normal business hours on Business Days.
- (d) Risk of Loss to the Inventory which TMR (or its nominee) elects to acquire will pass to TMR (or its nominee) upon collection. Title to that Inventory will pass on payment of the purchase price for that Inventory into a bank account nominated by the Supplier.
- (e) This clause 8.2 survives expiration or termination of this Agreement.

## 8.3 Spare Parts over Design Life

- (a) The Supplier must:
  - (i) ensure that it maintains, at the Facilities, a well-stocked inventory of Spare Parts for Buses at all times during the Term and for the Design Life of each Bus; and
  - (ii) makes those parts available for purchase by TMR and Bus Operators at all times during the Term, through to the last day of the Design Life of the last Bus supplied under the Supply Agreement.
- (b) As a minimum, the Supplier must have the Inventory specified in schedule 2.

- (c) If at any time the Spare Parts is not at the levels required by this Agreement, the Supplier must notify TMR and the Supplier must restock the Spare Parts to the levels required within 10 Business Days (or such other period of time as the parties may agree) of such notice.
- (d) The Supplier must:
  - (i) keep computerised records of the Spare Parts which it has in stock and keep those records up to date; and
  - (ii) provide a Spare Parts inventory report to TMR identifying the spare parts held by the Supplier on a monthly basis.
- (e) All Spare Parts must be new and be from the original equipment manufacturer.
- (f) In relation to parts purchased under **clause 8.3(a)(ii)**:
  - (i) The Supplier must ensure that the price charged to TMR or Bus Operator for the part is, and continues to be, no less favourable than the price paid or payable by any other customer of the Supplier in Australia purchasing the same or substantially similar products and/or services in the same or substantially similar circumstances, including volumes (where price is volume dependent), timing and terms and conditions.
  - (ii) Where the Supplier offers or has offered a more favourable price to any other customer of the Supplier in Australia purchasing the same or substantially similar products and/or services in the same or substantially similar circumstances, including volumes (where price is volume dependent), timing and terms and conditions, the Supplier must promptly make the more favourable price available to the Bus Operator.

**[Note to Tenderers:** If the Supplier publishes a price list for parts, or offers a particular price to TMR for volume supply of parts, TMR will seek to pass this pricing through to Bus Operators in addition to the above terms.]

## 8.4 Survival

This **clause 8** survives termination or expiry of this Agreement.

## 9 Defects

### 9.1 Warranty Period

- (a) The Warranty Period for each Spare Part and any part purchased under **clause 8.3(a)(ii) (Purchased Parts)** will commence at 4.00 pm on the date that Spare Part or Purchased Part is installed on a Bus.
- (b) During the Warranty Period, the TMR Representative, TMR's nominee or a Bus Operator may issue a notice to the Supplier identifying any Defect

in a Spare Part or Purchased Part that requires repair or replacement (**Warranty Work**).

- (c) For every Defect in a Spare Part or Purchased Part notified during the Warranty Period, the Supplier is to carry out the Warranty Work during normal business hours (or such other period as is agreed with TMR) and in a manner causing as little inconvenience to TMR's and the Bus Operator's operations as is reasonably possible.
- (d) If the Warranty Work is not commenced or completed in a time considered reasonable by TMR having regard to the nature and impact of the Defect, TMR may have the Warranty Work carried out by a Third Party and the cost incurred by TMR shall be certified by the TMR Representative as moneys due and payable from the Supplier to TMR.

## **9.2 Product warranties**

- (a) The Supplier must ensure that TMR obtains the benefit of any manufacturer, supplier or any other Third Party warranty, including to enforce any such warranty until the expiry of the warranty.
- (b) Following the termination or expiry of this Agreement, the Supplier must:
  - (i) assign the benefit of any remaining Third Party warranties to TMR; or
  - (ii) if the Supplier is not permitted to assign those warranties, otherwise ensure that TMR obtains the benefit of any remaining such warranties, including by taking all reasonable action to enforce such warranty until the expiry of such warranty.
- (c) Notwithstanding clauses 9.2(a) and 9.2(b), the Supplier will remain liable for proper performance of all parts used in the provision of the Maintenance Services.

## **9.3 Survival**

This clause 9 survives termination or expiry of this Agreement.

# **10 Title and risk**

## **10.1 Title**

- (a) All Buses and Ticketing Equipment remain the property of TMR.
- (b) The Supplier acknowledges and agrees that it must not grant or create, and must procure that no other Third Party contracted to the Supplier grants or creates, any Security Interest over the Buses, and Ticketing Equipment.

## **10.2 Risk**

The Supplier will bear the risk of any Loss to the Buses and Spare Parts except to the extent that the Loss was caused by a negligent act or omission of TMR.

## 11 KPIs

### 11.1 Compliance with KPIs

The Supplier must meet or exceed the KPIs.

### 11.2 KPI reporting

- (a) The Supplier must:
  - (i) have in place appropriate systems to measure and record data for KPIs and enable traceability of performance against the KPIs; and
  - (ii) provide a monthly written report to TMR on its compliance with the KPIs, including in such a way as to enable trend analysis over time.
- (b) The Supplier must maintain a robust system to assess qualitative and quantitative data in order to accurately report its compliance with KPIs to TMR during periodic reviews.
- (c) KPIs and KPI targets modified by TMR will take effect from the first Business Day of the next calendar month following the review in question.

## 12 Reporting

### 12.1 Monthly reporting

The Supplier must provide a written report in a form and to a level of detail required by the TMR Representative by the fifth Business Day of each month during the Term concerning the performance of the Maintenance Services and any other matters reasonably required by the TMR Representative. As a minimum, the report must address the matters detailed in **schedule 9**.

### 12.2 Monthly Maintenance meetings

- (a) The parties must meet monthly to:
  - (i) monitor the overall progress of this Agreement, including the provision of Maintenance Services;
  - (ii) discuss the performance of KPIs (in accordance with **clause 11.2**);
  - (iii) discuss Defects and performance of Warranty Work;
  - (iv) assist in the resolution of any issues under this Agreement; and
  - (v) review all reports and plans, including the Operating Plans, provided by the Supplier during the Term.
- (b) Nothing discussed or agreed at the monthly meetings will operate to amend this Agreement unless subsequently reflected in a written variation pursuant to **clause 36.3**.
- (c) The Supplier acknowledges that the Bus Operators may attend the monthly meetings to discuss Defects and Warranty Work.

## 13 TMR Representative

- (a) The TMR Representative will:
- (i) act as TMR's representative under this Agreement;
  - (ii) monitor the performance by the Supplier of its obligations under this Agreement;
  - (iii) be appropriately qualified and experienced.
- and TMR may appoint a replacement TMR Representative from time to time.
- (b) The TMR Representative will perform its functions under this Agreement as an agent of TMR and not as an independent certifier, assessor or valuer.
- (c) The TMR Representative may delegate all or any of its functions under this Agreement.
- (d) TMR must promptly inform the Supplier in writing of any replacement of the TMR Representative.

## 14 Supplier Representative and Personnel

### 14.1 Appointment and role of Supplier Representative

- (a) The Supplier represents and warrants that:
- (i) it has appointed the Supplier Representative to represent the Supplier under this Agreement; and
  - (ii) the Supplier Representative has:
    - (A) express authority from the Supplier to exercise all the powers, duties, discretions and authorities to be exercised by the Supplier Representative under this Agreement and to do so as the agent of the Supplier; and
    - (B) full power and authority to act for and on behalf of, and to bind the Supplier under this Agreement.
- (b) The Supplier Representative shall be TMR person responsible for direct liaison with TMR in relation to this Agreement and the Maintenance Services during the Term and the Supplier must ensure that the Supplier Representative performs the duties of the Supplier Representative under this Agreement, including to:
- (i) understand, co-ordinate and manage the Maintenance Services throughout the Term;
  - (ii) liaise and generally deal with stakeholders in accordance with the Supplier's obligations to do so under this Agreement;

- (iii) represent the views of the Supplier and to manage and co-ordinate issues with any other Supplier Personnel prior to presentation to TMR;
  - (iv) act as TMR point of contact between TMR and the Supplier; and
  - (v) oversee and co-ordinate the provision of all Buses by or on behalf of the Supplier and to review and ensure the quality (including the clarity and completeness of documentation) and timeliness of provision of all such Buses.
- (c) The Supplier is bound by and deemed to have knowledge of:
- (i) notices or documents signed by the Supplier Representative;
  - (ii) matters within the knowledge of the Supplier Representative; and
  - (iii) acts, omissions and defaults of the Supplier Representative, whether or not the Supplier Representative was acting within the scope of its authority at the time of the act, omission or default.

## 14.2 Skills and qualifications

- (a) The Supplier must ensure that the Supplier Representative has:
  - (i) a detailed knowledge of the Maintenance Services; and
  - (ii) the appropriate qualifications, skills and experience in all relevant areas to undertake the role of Supplier Representative.
- (b) On reasonable notice from TMR, the Supplier Representative must:
  - (i) be available by telephone during normal business hours; or
  - (ii) (at TMR's reasonable discretion) attend any ad hoc meeting required by TMR (and must provide reports and make any presentations that TMR reasonably requests), to either:
    - (A) demonstrate the Supplier's compliance with this Agreement; or
    - (B) discuss other matters of importance to the conduct of the Maintenance Services.

## 14.3 Replacement of Supplier Representative

- (a) The Supplier may nominate an alternative person to temporarily or permanently replace the Supplier Representative provided that the Supplier obtains TMR's prior written consent to the proposed appointment.
- (b) If, at any time, TMR makes a reasonable objection to a person holding the position of Supplier Representative, the Supplier must terminate the appointment and appoint another Supplier.
- (c) The Supplier must not replace the Supplier Representative with another person other than with the prior written consent of TMR.

#### **14.4 Other Supplier Personnel**

- (a) The Supplier must:
  - (i) provide experienced and skilled Supplier Personnel to perform the Maintenance Services in accordance with this Agreement; and
  - (ii) ensure that all Maintenance Services are performed under the supervision of appropriately qualified and experienced Supplier Personnel.
- (b) The Supplier must ensure that the Key Personnel named in **schedule 1** perform that part of the Maintenance Services required of their nominated positions and are not removed from those positions without the TMR Representative's prior written approval.
- (c) If it is necessary to replace any of the Key Personnel referred to in this **clause 14**, the Supplier must arrange for a replacement, of equivalent skill and experience, approved in writing by the TMR Representative, to perform the Maintenance Services required of the replaced person's nominated position.

### **15 Subcontracting**

#### **15.1 Subcontracting**

- (a) Subject to **clause 15.1(b)**, the Supplier may appoint specialist Subcontractor to perform parts of the Maintenance Services.
- (b) The Supplier must:
  - (i) obtain the TMR Representative's written approval before appointing a Subcontractor to perform any part of the Maintenance Services; and
  - (ii) promptly give the TMR Representative any information requested by it to enable it to consider any request for approval.
- (c) The Supplier's obligations under this Agreement are not lessened or otherwise affected by appointing a Subcontractor.

#### **15.2 Novation of subcontracts**

Where this Agreement is terminated or expires, TMR may by written notice to the Supplier require the Supplier to novate any existing contract with a Subcontractor to the Supplier in favour of TMR. The terms of the novation will be in the form of an agreement nominated by TMR.

### **16 Variations**

#### **16.1 Variations proposed by TMR**

- (a) The TMR Representative may, at any time, propose a Variation.

- (b) A proposed Variation given under **clause 16.1(a)** may only be effected by a written form, expressly identified as a 'Variation Order', signed by the TMR Representative.
- (c) If the TMR Representative proposes a Variation under **clause 16.1(a)**, the TMR Representative and the Supplier Representative must attempt to agree on any adjustment to the Fees. The Supplier agrees that any increase to the Fees must be based on verifiable increased costs to the Supplier arising from the Variation.
- (d) If the TMR Representative and the Supplier Representative agree on the adjustment, the TMR Representative must give a written notice to the Supplier setting out the adjustment to the Fees.
- (e) If the TMR Representative and the Supplier Representative fail to reach agreement within 20 Business Days of the direction, the TMR Representative may determine (acting reasonably) the adjustment to the Fees and give written notice to the Supplier setting out the adjustment to the Fees.
- (f) If the Variation requires the omission of part of the Maintenance Services, TMR may perform the omitted Maintenance Services, or have them done by others, or not, as it sees fit.

## **16.2 Supplier identified Variation**

- (a) If the Supplier considers that a direction given by the TMR Representative involves a Variation, the Supplier must give the TMR Representative a written notice within five Business Days setting out the Supplier's reasons.
- (b) Within a reasonable time after receipt of a notice under **clause 16.2(a)**, the TMR Representative must:
  - (i) if the direction involves a Variation:
    - (A) issue a Variation Order in respect of the direction; or
    - (B) withdraw the direction; or
  - (ii) if the direction does not involve a Variation, confirm that direction.
- (c) The Supplier is not entitled to an adjustment to the Fee or any compensation in respect of any direction which is not the subject of a Variation Order unless the Supplier has given the notice referred to in **clause 16.2(a)** and the TMR Representative has confirmed the direction under **clause 16.2(b)(i)(A)**.

## **16.3 Change in Law**

- (a) The Supplier must:
  - (i) diligently monitor and keep up-to-date with all Laws (including any Change in Law) and Standards relevant to the Maintenance Services to identify whether any Variations are required in order to ensure compliance with the Law or Standards (as applicable); and

- (ii) notify TMR in writing of any such changes and the proposed Variation, if any, within five Business Days of the Supplier becoming aware of the changes.
- (b) TMR must, within 10 Business Days of receiving a notice under **clause 16.3(a)(ii)**, consider the proposed Variation and notify the Supplier whether the proposed changes are:
  - (i) agreed by TMR, in which case the parties will amend this Agreement (as applicable) to implement the Variation within a reasonable time and in accordance with **clause 36.3**; or
  - (ii) rejected by TMR, in which case, if the Supplier may refer the matter as a Dispute for resolution under **clause 29**.

## 17 Additional Services

- (a) If TMR wishes to engage the Supplier to undertake services outside the scope of Maintenance Services and Unplanned Maintenance Services during the Term, it will notify the Supplier of its requirements for the supply of the additional services in the form of a draft Statement of Work Form.
- (b) The Supplier must submit its proposal to TMR within 10 Business Days after receipt of TMR's request, in the form of a completed Statement of Work Form.
- (c) The Statement of Work Form returned to TMR by the Supplier under **clause 17(b)** must specify:
  - (i) the additional services that TMR requires;
  - (ii) the cost of the additional services which must be calculated using the rates set out in the Fees, or if no relevant Fees are stated, at the Supplier's then current commercial rates;
  - (iii) if applicable, the date of expiry of the Statement of Work Form;
  - (iv) if applicable, the changes to the Specifications or Technical Maintenance Plan required as a result of the additional services; and
  - (v) any other information reasonably requested by TMR.
- (d) TMR may:
  - (i) evaluate, analyse, discuss and negotiate the Statement of Work Form with the Supplier; and
  - (ii) before expiry of the Statement of Work Form (if applicable), accept Statement of Work Form (with negotiated modifications, if any).
- (e) If the Statement of Work Form is accepted by TMR (including any negotiated modifications), both parties must sign the Statement of Work

Form and the additional services will be provided as set out in the Statement of Work Form.

- (f) Each Statement of Work forms part of and is subject to the terms and conditions of this Agreement.

## 18 Fees and Payment

### 18.1 TMR's payment obligations

Subject to the Supplier complying with the terms of this Agreement, TMR agrees to pay the Supplier the Fees in accordance with, and at the times stated in, with **Schedule 4**.

### 18.2 No other charges

Except as otherwise expressly set out in this Agreement:

- (a) the Fees are the only amounts payable by TMR to the Supplier in relation to the Maintenance Services and Unplanned Maintenance Services and this Agreement;
- (b) no other costs, fees, charges or other payments are payable by the TMR to the Supplier unless TMR has given its prior written approval of those amounts;
- (c) the Fees include the Supplier's costs and expenses associated with:
  - (i) any Entitlements;
  - (ii) the provision of all Bus parts, plant, equipment, materials and labour necessary for the performance of the Maintenance Services,
  - (iii) the provision of all parts, plant, equipment, materials and labour necessary for the performance of Unplanned Maintenance Services that has been requested by TMR. **[Note to tenders: TMR reserves the right to remove this during the ITO process]**
- (d) all Taxes imposed or levied in Australia or overseas in connection with this Agreement must be borne by the Supplier and do not cause or permit any increase to the Fees; and
- (e) except as otherwise provided in this Agreement, currency fluctuations do not affect the Fees and any costs or Losses associated with such fluctuations must be borne by the Supplier.

### 18.3 Payment on account only

Payments made by TMR are on account only and are not:

- (a) evidence of the value of the Maintenance Services performed by the Supplier;

- (b) evidence that those Maintenance Services have been satisfactorily supplied in accordance with this Agreement; or
- (c) an admission of liability on the part of TMR.

#### **18.4 Set-off**

TMR may set-off or deduct from any amounts due to the Supplier under this Agreement, any moneys due and payable, or which may become due and payable, from the Supplier to TMR in respect of this Agreement or the Maintenance Services. Failure by TMR to set-off any amount it is entitled to set-off under this **clause 18.4** does not prejudice TMR's right to subsequently exercise its right of set-off or to make a Claim for that amount.

#### **18.5 Payment**

Unless otherwise agreed in writing between the parties, TMR will pay invoices that are:

- (a) correctly rendered; and
- (b) undisputed,

within 30 calendar days after the date of receipt of that invoice except where a government policy applies which prescribes a different payment period.

#### **18.6 Invoicing**

- (a) The Supplier will invoice TMR in arrears monthly.
- (b) Invoices must be received by TMR within seven days of the end of the month.
- (c) An invoice will be correctly rendered for the purposes of **clause 18.5(a)** if:
  - (i) the amount claimed in the invoice is correctly calculated and due for payment in accordance with **schedule 4** of this Agreement;
  - (ii) it is in the format provided in **schedule 4**;
  - (iii) the invoice:
    - (A) specifies the Maintenance Services to which the invoice relates; and
    - (B) specifies the manner in which the Fees have been calculated;
  - (iv) the invoice is a tax invoice;
  - (v) the invoice complies with applicable Laws; and
  - (vi) the invoice is accompanied with supporting documentation (to the satisfaction of TMR).
- (d) Upon receipt of an invoice, TMR may require the Supplier to provide additional information to assist TMR to determine whether or not an amount is payable.

### 18.7 Disputed invoices

- (a) Where TMR considers that an invoice has not been correctly rendered, TMR may notify the Supplier setting out the reasons and identifying any amounts in dispute within thirty (30) days of receiving the disputed invoice.
- (b) If TMR disputes the amount of any invoice, TMR may withhold or suspend payment of any disputed part of the invoice until the dispute is resolved.
- (c) In the event of a dispute about an invoice, the Supplier must:
  - (i) cancel the invoice and issue a new invoice for the undisputed amount; and
  - (ii) continue to perform its obligations under this Agreement while the dispute is being resolved.
- (d) TMR must:
  - (i) pay any non-disputed amounts in accordance with this Agreement; and
  - (ii) promptly pay disputed amounts that are subsequently found to be correctly payable.

### 18.8 GST

- (a) Unless otherwise expressly stated, the Fees and any other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (b) If GST is payable on any supply made by a party (or any entity through which that party acts) (**GST Supplier**) under or in connection with this Agreement, the recipient will pay to the GST Supplier an amount equal to the GST payable on the supply.
- (c) The recipient will pay the amount referred to in **clause 18.8(b)** in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- (d) The GST Supplier must deliver a tax invoice or an adjustment note to the recipient before the GST Supplier is entitled to payment of an amount under **clause 18.8(b)**. The recipient can withhold payment of the amount until the GST Supplier provides a tax invoice or an adjustment note, as appropriate.
- (e) If an adjustment event arises in respect of a taxable supply made by a GST Supplier under this Agreement, the amount payable by the recipient under **clause 18.8(b)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the GST Supplier or by the GST Supplier to the recipient as the case requires.

- (f) Where a party is required under this Agreement to pay, reimburse or indemnify an expense or cost of another party, the amount to be paid, reimbursed or indemnified by the first party will be the sum of:
  - (i) the amount of the expense or cost less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
  - (ii) if the payment, reimbursement or indemnity is subject to GST, an amount equal to that GST.

## 19 Local Content Plan

### 19.1 General

- (a) The Supplier must, and must ensure that its Subcontractors, comply with the Local Content Plan at all times during the Term.
- (b) The Supplier's obligations set out in this **clause 19** are in addition to and do not derogate from any other rights or obligations of either party under this Agreement.

### 19.2 Reporting and review

- (a) The Supplier must:
  - (i) prepare and maintain records demonstrating its compliance with its obligations under **clause 19.1(a)**;
  - (ii) within three Business Days of the end of each month, provide TMR with a report on the compliance and any non-compliance of the Supplier with its obligations under **clause 19.1(a)**; and
  - (iii) within three Business Days of a request by TMR, provide TMR with any further information specified in the request about any non-compliance with the Local Content Plan.
- (b) The Supplier must at its cost permit, and provide all reasonable assistance to, TMR from time to time to undertake a review of the Supplier's performance in accordance with the Local Content Plan.

### 19.3 Assessing performance against Local Content Plan

The Supplier acknowledges and agrees that:

- (a) TMR, or an independent third party on behalf of TMR, will assess the Supplier's performance against the Local Content Plan; and
- (b) the information contained in the Local Content Plan, and any reports or the outcome of any reviews conducted pursuant to **clause 19.2**, may be disclosed and published by TMR on its website.

## 20 Deliverables

- (a) If in the course of providing the Maintenance Services the Supplier creates any Deliverable:
  - (i) an electronic and hard copy of that Deliverable will be provided on its finalisation to TMR; and
  - (ii) the Supplier grants to TMR a non-exclusive, perpetual, royalty-free right to any Intellectual Property Rights in that Deliverable for the purpose of using, operating and maintaining the Buses.

## 21 Audit and inspection

### 21.1 TMR right to audit and inspect

- (a) Subject to **clause 21.1(b)**, TMR or any person authorised by TMR (which may include a subcontractor, and/or a representative of the Auditor General of Queensland) may inspect or audit any of the following:
  - (i) the financial statements and records of the Supplier and Approved Subcontractors;
  - (ii) the Local Content Plan (including source data)
  - (iii) the Buses undergoing Maintenance Services;
  - (iv) any Spare Parts, consumables or other parts used for Maintenance Services on Buses;
  - (v) the Facility;
  - (vi) performance of the Maintenance Services, including any of the systems and work practices used by the Supplier in performing the Maintenance Services; and
  - (vii) compliance of the Supplier with **clause 8.3**,  
in order to assess or verify:
    - (viii) the Supplier's compliance with its obligations under this Agreement;
    - (ix) the Supplier's performance of the Maintenance Services, business and risk control systems;
    - (x) the Supplier's financial stability; and
    - (xi) any other matters reasonably determined by TMR to be relevant to this Agreement.
- (b) TMR's right to inspect and audit the items under **clause 21.1(a)** starts at any time from the Commencement Date until:
  - (i) for items at **clauses 21.1(a)(i) to clauses 21.1(a)(vi)**, 12 months after the last day of the Term; and

- (ii) for **clause 21.1(a)(vii)**, the Design Life for the last Bus delivered to TMR under the Supply Agreement.
- (c) If TMR exercises a right to inspect or audit under **clause 21.1(a)**:
  - (i) TMR must, as far as reasonably practicable, give the Supplier reasonable prior notice of the:
    - (A) date, time and location of the proposed inspection or audit; and
    - (B) information, systems or work practices that are required for inspection or audit; and
  - (ii) the Supplier must:
    - (A) provide copies of any documents or data reasonably directed by TMR; and
    - (B) comply with any other reasonable requirements of TMR for the inspection or audit.

## **21.2 Supplier cooperation and assistance**

The Supplier must cooperate with and facilitate the conduct of each inspection or audit under this **clause 21**, including:

- (a) by cooperating with, assisting and otherwise facilitating the inspection of systems and processes used to produce records and reports required under this Agreement;
- (b) in the case of documents or records stored in electronic form, make available on request by TMR at no additional cost such facilities as may be reasonably necessary to enable the data to be viewed and a legible reproduction to be created;
- (c) by procuring (at its own cost) any consent required from a Third Party to the disclosure or provision of any document or data referred to in **clause 21.1(c)(ii)**; and
- (d) if requested by TMR, promptly rectifying any error, non-compliance or inaccuracy identified in any records or reports.

## **21.3 Survival**

This **clause 21** survives termination or expiry of this Agreement.

# **22 Warranties**

## **22.1 Supplier warranties**

- (a) The Supplier represents and warrants that:
  - (i) it has full capacity and authority to enter into and to perform this Agreement;
  - (ii) it is not experiencing an Insolvency Event;

- (iii) this Agreement is executed by a duly authorised representative of the Supplier;
- (iv) it has all Approvals and consents from Authorities required to perform the Maintenance Services;
- (v) all Maintenance Services will be performed:
  - (A) with due care and skill;
  - (B) in a timely, diligent and efficient manner;
  - (C) in compliance with applicable Laws, applicable industry standards and Best Industry Practice;
  - (D) by adequate numbers of appropriately qualified and trained Supplier Personnel and Subcontractors (where relevant) who will possess the particular skill, experience, ability and resources necessary to perform the Maintenance Services;
  - (E) in accordance with the Technical Maintenance Plan;
  - (F) to ensure Buses remain compliant with the Specifications; and
  - (G) to meet or exceed the KPIs.
- (b) The Supplier acknowledges that TMR has entered into this Agreement relying on the Supplier's warranties in **clause 22.1(a)**.
- (c) The Supplier must ensure that any of its Subcontractors exercises the professional skill, care and diligence expected of a professional subcontractor experienced in activities of a similar nature to the part of the Maintenance Services subcontracted to that Subcontractor.

## 22.2 Manufacturers' warranties

Without limiting any of the Supplier's other obligations under this Agreement, the Supplier must ensure that TMR obtains the benefit of any warranties provided by any Third Party manufacturer or supplier of any components or parts used or installed on the Buses in the course of Maintenance Services required to be supplied by the Supplier under the terms of this Agreement.

## 23 Security

- (a) The Supplier must, within 10 Business Days of the Commencement Date, provide TMR with an unconditional security in the form and for the amount stated in **item 11 of schedule 1 (Security)** as security for the performance of its obligations under this Agreement.
- (b) TMR may access the Security at any time and may utilise the proceeds to pay for any costs, expenses or damages which TMR claims that it has incurred or might in the future incur as a consequence of any act or omission of the Supplier arising under or in connection with this Agreement.

- (c) If TMR makes a demand on the Security, TMR:
  - (i) does not hold the amount received on trust for the Supplier; and
  - (ii) is not obliged to pay the Supplier interest on that amount.
- (d) The Supplier may, after the expiration of the longest Warranty Period for any Spare Part integrated by the Supplier into the Bus under this Agreement, give TMR a written notice requiring the release of the Security.
- (e) Subject to any outstanding Defects being rectified by the Supplier, TMR must release the Security within 10 Business Days of receiving the notice under clause 23(d).

## 24 Release and Indemnity

### 24.1 Release

The Supplier releases the Indemnified Parties from any liability or obligation to the Supplier, or any person claiming through or on behalf of the Supplier, in respect of:

- (a) physical loss of, or damage to, any real or personal property; or
- (b) personal injury, disease or illness to, or death of, persons, arising out of the performance of the Maintenance Services.

### 24.2 Indemnity

- (a) The Supplier is liable in respect of, and indemnifies, and shall keep indemnified, the Indemnified Parties against any Loss suffered or incurred (including legal costs on a solicitor and client basis) arising out of, or in connection with, any one or more of the following:
  - (i) any breach of this Agreement by the Supplier;
  - (ii) the performance of the Maintenance Services by or on behalf of the Supplier;
  - (iii) any negligence, recklessness or other wrongful act or omission of the Supplier or the Supplier Personnel;
  - (iv) any damage to property, real or personal, caused by or contributed to by the Supplier or the Supplier Personnel in connection with the Maintenance Services;
  - (v) any infringement of a Third Party's Intellectual Property Rights or Moral Rights caused by or contributed to by the Supplier or the Supplier Personnel; and
  - (vi) any injury to persons, including resulting in death caused or contributed to by the Supplier or the Supplier Personnel in connection with the Maintenance Services.

### 24.3 Survival

This **clause 24** survives termination or expiry of this Agreement.

## 25 Insurance

### 25.1 Insurance policies effected by the Supplier

Without in any way limiting or affecting the Supplier's other obligations under this Agreement, the Supplier must during the Term effect the following insurances with an insurer approved by TMR:

- (a) public and third party liability insurance:
  - (i) covering legal liability for:
    - (A) damage to any real or personal property, including the property of the Indemnified Parties or any other Third Party; and
    - (B) injury to, or death of, any person, arising out of the performance by the Supplier of the Maintenance Services and its other obligations under this Agreement; and
  - (ii) with a limit of liability of not less than the value stated in **item 12 of schedule 1**;
- (b) professional indemnity insurance:
  - (i) covering liability however arising in connection with performing the Maintenance Services and performing the Supplier's other obligations under this Agreement;
  - (ii) with a limit of liability of not less than the value stated in **item 13 of schedule 1**; and
  - (iii) with provision for one automatic reinstatement of the amount of that cover specifically and exclusively for the liabilities described in **clause 25.1(b)(i)** if any payment is made under the policy;
- (c) product liability insurance:
  - (i) covering all components, goods and products comprising the Buses; and
  - (ii) with a limit of liability of not less than the value stated in **item 14 of schedule 1**;
- (d) workers compensation insurance in accordance with the requirements of the relevant Laws;
- (e) property insurance covering the Buses and Ticketing Equipment, against the risks of Loss or distribution by all insurable risks to the reasonable satisfaction, with a limit of not less than the full replacement value of the Bus and Ticketing Equipment;

- (f) property insurance covering the Supplier's plant and equipment (other than the Bus and the Ticketing Equipment), against the risks of Loss or distribution by all insurable risks to the reasonable satisfaction, for the full market value of the plant and equipment; and
- (g) third party liability insurance required by Law covering all Claims in respect of any injury to, or death of, any person or any loss, damage or destruction to any property from the use of motor vehicles.

## 25.2 Insurance requirements

The Supplier must:

- (a) maintain the insurance policies effected under **clause 25.1** from the Commencement Date until 6 years after termination or expiration of this Agreement;
- (b) pay the deductible in connection with any Claim made in respect of any loss or risk covered by an insurance policy effected under **clause 25.1**;
- (c) ensure that the insurance policy effected under **clause 25.1(a)**:
  - (i) covers the Supplier and TMR for their respective rights, interests and liabilities and also protects all Subcontractors and agents engaged in connection with the performance of the Maintenance Services and the Supplier's other obligations under this Agreement;
  - (ii) contains a cross liability clause:
    - (A) in which the insurer must waive all rights of subrogation or action that it may have or acquire against TMR; and
    - (B) for the purposes of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result);
- (d) ensure that the insurance policies effected under **clauses 25.1(a), 25.1(c), 25.1(e), 25.1(f) and 25.1(g)** and are on commercially reasonable terms and do not contain any exclusion, endorsement or alteration, unless it is first approved in writing by the TMR Representative;
- (e) on the Commencement Date, and at other times requested by the TMR Representative, give the TMR Representative certificates from the relevant insurer or insurers specifying for each insurance policy:
  - (i) the cover;
  - (ii) any material exclusions, limitations or conditions;
  - (iii) the policy number;
  - (iv) the expiry date; and

- (v) sufficient information to enable the TMR Representative to confirm proof of currency and coverage of each insurance policy;
- (f) give (or upon request make available for inspection and copying by) TMR, the TMR Representative or TMR's insurance brokers the insurance policies effected by the Supplier under **clause 25.1**;
- (g) promptly give written notice to TMR and the TMR Representative if an insurer gives notice of cancellation or other notice in respect of any insurance policy effected under **clause 25.1** and provide to the TMR Representative a copy of such notice;
- (h) promptly notify the TMR Representative of any proposed variation, amendment or endorsement to any insurance policy which materially adversely affects the amount, scope or terms of such policy and not effect or consent to effect, any such variation, amendment or endorsement without the TMR Representative's written approval;
- (i) ensure that insurance premiums are paid on time, deductibles are paid promptly and the conditions of insurance are otherwise complied with;
- (j) not do or omit to do anything which might vitiate, impair or derogate from the cover under any insurance policy or which might prejudice any Claim under any policy;
- (k) immediately notify the TMR Representative of any event which may result in any insurance policy lapsing or being cancelled or avoided;
- (l) as soon as practicable notify the TMR Representative of any occurrence that may give rise to a Claim under any insurance policy and thereafter keep the TMR Representative informed of developments concerning the Claim; and
- (m) ensure that all of the Supplier's Subcontractors effect and maintain workers' compensation insurance in accordance with the requirements of the relevant Laws.

### **25.3 Failure to maintain an insurance policy**

If the Supplier fails to effect or maintain an insurance policy under **clause 25.1**, TMR may (but is not obliged to) effect and maintain the insurance policy and recover all costs and expenses incurred from the Supplier as a debt. The Supplier is not relieved of any liability under this Agreement due to, or as a result of, TMR effecting or maintaining any insurance policy referred to in **clause 25.1**.

## **26 Default and termination**

### **26.1 Non-Compliance Events**

Without limiting the rights of TMR under **clause 26.3**, where a Non-Compliance Event has occurred and is subsisting, TMR may (but is not obliged to) give the Supplier written notice (**Non-Compliance Notice**):

- (a) stating that a Non-Compliance Event has occurred;
- (b) setting out reasonable details of the Non-Compliance Event;
- (c) directing the Supplier to do one or more of the following:
  - (i) meet with a representative of TMR to discuss about an appropriate remedy and timetable for the Supplier to effect that remedy;
  - (ii) provide TMR with a Cure Plan; and
  - (iii) implement any urgent measures that, in TMR's reasonable opinion, are appropriate or necessary to alleviate or mitigate the effects of a Non-Compliance Event, taking into account the severity of the Non-Compliance Event and its impact on the Maintenance Services being undertaken in a safe and reliable manner; and
- (d) if the Non-Compliance Notice directs the Supplier to provide a Cure Plan, setting out the timeframe within which the Supplier must take measures to cure the Non-Compliance Event (or the events or the circumstances giving rise to the Non-Compliance Event) (**Cure Period**).

## 26.2 Cure Plan

- (a) A Cure Plan required by a Non-Compliance Notice, must be submitted by the Supplier to TMR within 10 Business Days of the date of the relevant notice (or such longer period as TMR may agree).
- (b) The Supplier must ensure that the Cure Plan describes in reasonable detail:
  - (i) each measure that the Supplier will take to permanently cure the Non-Compliance Event within the Cure Period;
  - (ii) each measure that the Supplier will take to alleviate the adverse effect of the Non-Compliance Event within the Cure Period;
  - (iii) the proposed timing of each of those measures, which must be within the Cure Period and in a sequence and timing which is reasonably acceptable to TMR; and
  - (iv) the form and timing of reports (which must be reasonably acceptable to TMR) to be provided by the Supplier to TMR about the implementation status of the Cure Plan.
- (c) Within 5 Business Days of receipt of the original or any revised Cure Plan from the Supplier, TMR may notify the Supplier that:
  - (i) it approves the Cure Plan and require the Supplier to proceed to implement and perform the Cure Plan in order to permanently cure the Non-Compliance Event and alleviate its adverse effects within the Cure Period.; or
  - (ii) the whole or part of the Cure Plan does not address the concern of TMR with respect to the Non-Compliance Event and direct the

Supplier to resubmit within 5 Business Days (or such other period of time as TMR directs) after such direction, a revised Cure Plan which addresses TMR's concerns.

- (d) The Supplier may (on one occasion only in relation to each Non-Compliance Event) by notice in writing to TMR request an extension to the Cure Period provided that:
  - (i) it does so prior to the expiry of the existing Cure Period;
  - (ii) it sets out complete particulars of the reasons why the extension is requested and any consequential revisions to the Cure Plan; and
  - (iii) it provides evidence to TMR's satisfaction that it has pursued diligently and is continuing to pursue diligently a cure in accordance with the Cure Plan.
- (e) TMR may approve or reject a request for extension to the Cure Period at TMR's discretion.

### **26.3 Termination following default**

Without limiting any other rights or remedies of TMR to terminate under this agreement or at Law, TMR may terminate this Agreement by giving the Supplier written notice if:

- (a) the Supplier commits a breach of this Agreement that is capable of remedy and fails to remedy that breach within ten days of a notice to remedy that breach being given by TMR (for clarity, TMR may exercise its rights under this **clause 26.3(a)** as an alternative to exercising its rights under **clauses 26.1 and 26.2**);
- (b) the Supplier commits a material breach of this Agreement that is not capable of cure or remedy;
- (c) where TMR has exercised its rights under **clauses 26.1 and 26.2**, the Supplier does not cure a Non-Compliance Event within the Cure Period; or
- (d) the Supply Agreement is terminated for any reason.

### **26.4 Termination of Supply Agreement**

Where the Supplier is the supplier of Buses under a Supply Agreement, TMR will have a right to terminate this Agreement immediately on written notice if the Supply Agreement is terminated for any reason.

### **26.5 Termination for Insolvency Event**

Either party may, to the extent permitted by Law, terminate this Agreement, with immediate effect, by written notice to the other party if an Insolvency Event occurs with respect to that other party.

### **26.6 Consequence of termination under clauses 26.3 and 26.5**

If TMR gives the Supplier a notice under **clauses 26.3 or 26.5**:

- (a) the Supplier must, unless otherwise directed by TMR:
  - (i) stop performing the Maintenance Services within the time specified in the notice; and TMR may terminate this Agreement by giving the Supplier written notice if the Supplier does not comply with a notice under **clause 26.1**.
  - (ii) hand over all documents requested by TMR which would allow it to continue the Maintenance Services; and
- (b) TMR may recover damages on the same basis as if the Supplier had repudiated this Agreement and TMR had accepted the repudiation thereby terminating this Agreement.

## **26.7 Termination for convenience**

- (a) Notwithstanding any other provision of this Agreement TMR may in its sole discretion terminate this Agreement by giving 90 Business Days' written notice to the Supplier.
- (b) If TMR issues a notice under **clause 26.7(a)**, the Supplier must:
  - (i) stop performing the Maintenance Services within the time specified in the notice; and
  - (ii) hand over documents requested by TMR which would allow it to continue the Maintenance Services to TMR.
- (c) If for any reason a purported termination under **clauses 26.3 or 26.5** or at Law by TMR is held to be ineffective, the purported termination is not a breach or repudiation of this Agreement and must be treated to as having been effected under **clause 26.7(a)**.
- (d) If this Agreement is terminated under **clause 26.7(a)**, the Supplier is entitled to the termination payment amount stated in **item 15 of schedule 1**.
- (e) The Supplier is not entitled to any other compensation as a result of TMR exercising its rights under **clause 26.7(a)**.

## **27 Step-in**

### **27.1 Step-in Powers**

- (a) At any time after the occurrence of a Step-in Event, TMR has the right to:
    - (i) access and temporarily assume total or partial management and control of the Maintenance Services; or
    - (ii) take such other reasonable steps,  
as in the reasonable opinion of TMR are necessary or desirable to preserve the continuity of the Network and minimise the adverse effects of the Step-in Event,
- (Step-in Powers).**

- (b) TMR may exercise the Step-in Powers:
  - (i) in person; or
  - (ii) through another party as agent of TMR (**Step-in Party**).
- (c) Unless an Emergency subsists, TMR must give prior written notice to the Supplier of an election to exercise its Step-in Powers.
- (d) During any Step-in Period, the Supplier's rights under this Agreement are suspended to the extent necessary to permit TMR to exercise its Step-in Powers.

#### **27.2 No effect on the rights of TMR**

The exercise by TMR of its Step-in Powers under this clause (or ceasing to exercise those rights) does not affect any other right or power of TMR or any other right of TMR under this Agreement or at Law.

#### **27.3 Permitted Steps**

- (a) TMR or a Step-in Party may do anything necessary or incidental to ensuring continuity of the Network, including anything:
  - (i) that the Supplier is permitted to do under or in connection with this Agreement or any Law, as if it were the Supplier and to the exclusion of the Supplier; and
  - (ii) all things that TMR considers necessary for performing the Maintenance Services and remedying or mitigating the effects of the Step-in Event or Emergency that gave rise to the Step-in Power.
- (b) TMR or a Step-in Party may, but is not under any obligation to, remedy any Step-in Event or Emergency or mitigate or overcome any other event or circumstance in respect of which TMR or Step-in Party exercises the Step-in Powers.
- (c) The Supplier must use its best endeavours to assist TMR or the Step-in Party in the exercise of the Step-in Powers, wherever and howsoever reasonably possible.

#### **27.4 Payments on Step-in**

- (a) Where TMR exercises its Step-in Powers, the Fees payable during the Step-in Period will be adjusted to take into account:
  - (i) subject to **clause 27.4(b)**, the reasonable and proper costs and all Losses incurred by TMR (including the costs of any Step-in Party that is not TMR) in exercising the Step-in Powers;
  - (ii) an amount estimated by TMR, acting reasonably, as representing the costs saved by the Supplier to the extent it has not delivered the Maintenance Services in accordance with and to the standard specified in this Agreement during the Step-in Period; and

- (iii) to the extent that the Supplier has delivered any part of the Maintenance Services during the Step-in Period, the costs incurred by the Supplier in delivering those Maintenance Services.
- (b) **Clause 27.4(a)** does not apply in the case of the exercise of a Step-in Power due to an Emergency unless that event was caused or contributed to by the breach, negligence or wilful misconduct of the Supplier.
- (c) TMR may set off any amounts due by the Supplier under this **clause 27.4** against Fees otherwise payable under this Agreement.
- (d) TMR:
  - (i) agrees to use reasonable endeavours to ensure any Step-in Party acts in good faith and delivers the Maintenance Services to the standard of a reasonable and prudent supplier of Maintenance Services of the type, size, scope and complexity of the Maintenance Services; and
  - (ii) acknowledges that where a Step-in Power is exercised in circumstances that do not result in termination or cancellation of this Agreement, the Step-in Period is intended to be temporary and, where **clause 27.6(a)** applies, to conclude with the giving of a Step-out Notice.

## 27.5 Protection of Step-in Party

Subject to any Law to the contrary, the Supplier acknowledges that neither TMR nor a Step-in Party will be liable to the Supplier in respect of:

- (a) any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a Step-in Power; nor
- (b) for any Loss which results from the exercise of a Step-in Power, except where it arises from a fraudulent or unlawful act or omission or wilful misconduct on the part of TMR or the Step-in Party.

## 27.6 Step-out

- (a) When:

- (i) the Step-in Event which resulted in TMR exercising Step-in Powers has been remedied to the satisfaction of TMR and TMR is satisfied that there is no material risk of a recurrence of the Step-in Event; or
- (ii) TMR is satisfied that the circumstances that gave rise to the Emergency no longer subsist,

TMR will give the Supplier a Step-out Notice (**Step-out Notice**).

- (b) TMR agrees that the Step-out Notice must allow the Supplier a reasonable period to resume the performance of the Maintenance Services.

- (c) TMR and the Supplier agree to consult with each other with the intention of ensuring that the transition from the Step-in Party ceasing to exercise the Step-in Powers to the Supplier resuming the delivery of the Maintenance Services is effected with the least practicable interruption to the Network.

## 28 Transition Out

The Supplier agrees to cooperate with, assist and otherwise provide reasonable assistance to TMR (and any of its nominees) to secure the continued supply of the Maintenance Services within the timeframes directed by TMR, or where no timeframe is specified, for up to 120 Business Days after the termination or expiry of this Agreement.

## 29 Resolution of Disputes

### 29.1 Disputes

All Disputes must be resolved in accordance with this **clause 29**.

### 29.2 Review by the Representatives

- (a) Written notice of any Dispute or difference must be given to the other party. That notice must:
- (i) set out the legal basis of the Claim;
  - (ii) set out the facts upon which the Claim is based;
  - (iii) have annexed copies of correspondence and any relevant background material; and
  - (iv) contain detailed particulars of the quantification of the Claim.
- (b) The TMR Representative and the Supplier Representative shall meet to seek to resolve the Dispute. If they are unable to resolve the Dispute within 20 Business Days after notice is given under **clause 29.2(a)**, either party may refer the Dispute to the Senior Representatives.
- (c) If the Senior Representatives of the parties are unable to resolve a Dispute referred to them under **clause 29.2(b)** within 20 Business Days after referral under **clause 29.2(b)**, either party may, after giving written notice to the other party, refer the Dispute to arbitration.
- (d) Service of all notices required under, and in compliance with the process outlined in, **clause 29.2** are conditions precedent to the commencement of any arbitration in respect of the Dispute.

### 29.3 Reference to arbitration

If a Dispute is not resolved by negotiation between the Senior Representatives conducted in accordance with **clause 29.2** within the time period specified in **clause 29.2(c)** (or within such further time period agreed between the parties),

the Dispute may be referred to arbitration by either party in accordance with clause 29.4.

#### **29.4 Arbitration**

- (a) Arbitration under this **clause 29** will be conducted in accordance with the *Rules of the Australian Centre for International Commercial Arbitration (ACICA Rules)* current at the time of the reference to arbitration.
- (b) The seat of the arbitration will be Brisbane, Queensland.
- (c) One arbitrator will be appointed in accordance with the ACICA Rules.
- (d) The language of the arbitration will be English.

#### **29.5 Award final and binding**

- (a) Subject to **clause 29.5(b)**, any award will be final and binding on the parties.
- (b) Each party consents to any appeal to a court where that appeal is made under the *Commercial Arbitration Act 2013* (Qld) on a question of law arising in connection with an arbitral award made under this **clause 29**.

#### **29.6 Dispute resolution not to delay performing the Maintenance Services**

Notwithstanding the other provisions of **clause 29**, the Supplier must continue:

- (a) performing the Maintenance Services; and
- (b) performing its other obligations under this Agreement.

### **30 Media releases and confidentiality**

#### **30.1 Media releases**

- (a) The Supplier must not advertise or issue any information, publication, document or article for publication or media release or other publicity relating to the Maintenance Services, this Agreement or TMR's business and activities without the TMR Representative's written approval.
- (b) The Supplier must refer to TMR any enquiries from the media concerning TMR's business and activities.
- (c) The Supplier must not respond to any enquiries from the media concerning the Supplier's business and activities connected with the Maintenance Services without the TMR Representative's prior written approval.

#### **30.2 Confidentiality**

- (a) The Supplier must not and must ensure that its employees and Subcontractors do not without the TMR's Representative's approval, disclose or give to any person any Confidential Information except:
  - (i) to its officers, employees, legal and other advisers and auditors;

- (ii) with the consent of the other party;
  - (iii) is already in the public domain; or
  - (iv) to the extent it is necessary for either party to disclose information to comply with any applicable Law, or an order of a court or tribunal and the other party is given prior notice of the disclosure.
- (b) The obligations created by this **clause 30.2** will continue to bind the Supplier after the M has been performed and for six years following expiry of the Term or the earlier termination of this Agreement.
  - (c) This **clause 30.2** survives termination or expiry of this Agreement.

## 31 Personal Property Securities Act

### 31.1 Security Interest

- (a) If either party believes that a Security Interest arises under this Agreement in connection with the Buses (including Components and the Ticketing Equipment) that party must notify the other party within five Business Days of becoming aware of such Security Interest.
- (b) Either party must take such steps as the other party reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this Agreement, including:
  - (i) obtaining and giving consents;
  - (ii) producing and providing receipts;
  - (iii) attending to the signing of documents or procuring the signing of documents;
  - (iv) facilitating the registration of any Security Interest on the PPS Register;
  - (v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest; and
  - (vi) facilitating the exercise of TMR's right in enforcing any Security Interest.
- (c) If the Supplier is entitled to register a Security Interest in respect of the Buses and has complied with **clause 31.1(a)**, the Supplier acknowledges and agrees:
  - (i) that the Security Interest will not be registered unless TMR has agreed to the registration of the Security Interest; and
  - (ii) if the Supplier has registered a Security Interest on the Buses, to remove any Security Interest on those Buses by no later than the Purchase Date.

### **31.2 Registration and verification statements**

- (a) Either party may register any Security Interest granted under this Agreement on the PPS Register in any manner it chooses.
- (b) Either party must provide the other party with any information the other party requires for the purposes of effecting such registration.
- (c) For the purposes of section 157(3) of the PPS Act, each party irrevocably and unconditionally waives its right to receive any notice from the other party in connection with the registration of a Security Interest arising under this Agreement.

### **31.3 Accessions, fixtures and movement of property**

The Supplier must ensure that, unless otherwise agreed in writing by TMR:

- (a) TMR's personal property does not become a fixture to any land;
- (b) TMR's personal property does not become an accession to other goods, within the meaning of accession under the PPS Act;
- (c) other goods do not become an accession to TMR's personal property, within the meaning of accession under the PPS Act;
- (d) it takes such steps (at the Supplier's cost) as TMR reasonably requires to prevent or remedy the affixation of TMR's personal property to any land or goods including by:
  - (i) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
  - (ii) detaching, or procuring the detachment of, TMR's Personal Property from any land or goods to which they become attached;
- (e) TMR's personal property is not located or situated outside of Australia;
- (f) the Supplier does not part with possession of TMR's personal property;
- (g) the Supplier does not create any Security Interest or lien over any of TMR's personal property whatsoever (other than Security Interests granted in favour of TMR); and
- (h) the Supplier does not sell, lease or dispose of any interest it may have in TMR's personal property.

### **31.4 Taking work out of Supplier's hands**

- (a) If, in the opinion of TMR, the PPS Act applies, or will in the future apply to TMR rights under this Agreement and that the PPS Act:
  - (i) affects or could affect TMR's security position or the rights or obligations of TMR under or in connection with this Agreement; or
  - (ii) enables or would enable TMR's security position to be improved,TMR may give notice to the Supplier requiring the Supplier to do anything (including providing all reasonable assistance to TMR in relation to the registration of a security in respect of TMR's rights under this

Agreement, including the execution of documents relating to such registration) that in TMR's opinion is necessary or desirable.

- (b) The Supplier must comply with the requirements of that notice within the time stipulated in the notice.

### **31.5 Enforcement**

The parties agree that for the purposes of section 115 of the PPS Act, the following sections of the PPS Act will not apply:

- (a) section 95 (notice by Secured Party of removal of accession);
- (b) section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
- (c) section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
- (d) section 130, to the extent that it requires TMR to give any notice to the Supplier (notice by Secured Party of disposal of Collateral);
- (e) section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
- (f) section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period);
- (g) section 135 (notice by Secured Party of retention of Collateral); and
- (h) section 143 (reinstatement of security agreement).

### **31.6 Defined terms**

In this **clause 31**, unless defined under this Agreement, capitalised terms have the meaning given to that term in the PPS Act.

## **32 Notices**

### **32.1 General**

A notice, demand, certification, process or other communication relating to this Agreement must be in writing and in English and may be given by an agent of the sender.

### **32.2 How to give a communication**

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the party's current email address for notices.

### **32.3 Particulars for delivery of notices**

- (a) The particulars for delivery of notices are initially those set out in **items 6 and 7 of schedule 1**.
- (b) Each party may change its particulars for delivery of notices by prior written notice to each other party and the TMR Representative.

### **32.4 Communications by post**

Subject to **clause 32.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

### **32.5 Communications by email**

Subject to **clause 32.6**, a communication is given if sent by email and no failed delivery receipt is received by the sender.

### **32.6 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is not a Business Day,

it is taken as having been given at 9.00 am on the next Business Day.

## **33 Conflict of interest**

- (a) The Supplier warrants that there is no actual, potential or perceived conflict of interests at the time TMR is entered into.
- (b) The Supplier may not engage in any activity that may give rise to a conflict of interest, including the Supplier or the Supplier's Related Bodies Corporate advising another party involved or interested in the Maintenance Services.
- (c) The Supplier must notify TMR as soon as it becomes aware of any actual, potential or perceived conflict of interest that has arisen in relation to the Maintenance Services or the performance of the Maintenance Services by the Supplier.
- (d) TMR reserves the right, in its absolute discretion, at any stage to undertake investigations to satisfy itself that there is no conflict of interest or potential or perceived conflict of interest which may preclude the Supplier from performing the Maintenance Services in accordance with this Agreement.

## 34 Ethical Supplier Threshold

- (a) Where TMR reasonably suspects that the Supplier is not complying with the Ethical Supplier Threshold, TMR may by notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 10 Business Days), why TMR should not terminate this Agreement.
- (b) If the Supplier fails to show reasonable cause by the date specified by TMR in the notice, and no extension for the Supplier to respond to that notice has been agreed in writing between the parties, then TMR may, by notice in writing to the Supplier, terminate this Agreement. In exercising its rights under this **clause 34**, the parties will comply with all applicable procedural requirements set out in "Guidelines: Ethical Supplier Threshold 2021" as amended or replaced.
- (c) Where this Agreement is terminated by TMR under **clause 26**, then:
  - (i) TMR does not incur any liability to the Supplier; and
  - (ii) the termination is without prejudice to any rights of TMR under this Agreement or at Law, including the right to claim damages for breach of this Agreement.

## 35 Modern Slavery

### 35.1 Compliance

The Supplier must comply with the obligations and requirements of the Modern Slavery Act (where applicable to the Supplier) and will take all reasonable steps to ensure that there is no Modern Slavery in its operations and supply chain, or that of its Approved Subcontractors and suppliers.

### 35.2 Provision of assistance

The Supplier must provide all reasonable assistance (including the provision of information and access to documents) that TMR reasonably requires to enable TMR to comply with its obligations under the Modern Slavery Act

## 36 General

### 36.1 Duty

- (a) The Supplier is liable for and must pay all duty (including any fine, interest or penalty except where it arises from default by TMR) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.
- (b) If TMR pays any duty (including any fine, interest or penalty) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it, the Supplier must pay that amount to TMR on demand.

### **36.2 Legal costs**

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

### **36.3 Amendment**

This Agreement may only be varied or replaced by a document executed by the parties.

### **36.4 Waiver and exercise of rights**

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **36.5 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

### **36.6 Consents**

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

### **36.7 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

### **36.8 Governing law and jurisdiction**

- (a) This Agreement is governed by and is to be construed in accordance with the Laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### **36.9 Assignment**

- (a) A party must not assign or deal with any right under this Agreement without the prior written consent of the other party.
- (b) Any purported dealing in breach of this clause is of no effect.

### **36.10 Change in Control**

The Supplier must immediately notify TMR of any proposed Change in Control of the Supplier that may or will happen during the Term.

### **36.11 Rights of TMR to assign**

TMR may:

- (a) assign any of its rights in whole or in part;
- (b) novate its rights and obligations under this Agreement in whole or in part; and
- (c) transfer its rights and obligations under this Agreement, in whole or in part, to a Queensland Government department or agency that is not part of the same legal entity as TMR, but only as a consequence of a Machinery of Government Change,

without the consent of the Supplier. The Supplier must execute all documents necessary to give effect to any novation or assignment permitted under this clause 36.11.

### **36.12 Liability**

Where a party comprises of two or more persons each obligation of that party binds them separately and together and they are each jointly and severally liable for any liability arising from such obligation.

### **36.13 Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

### **36.14 Entire understanding**

- (a) This Agreement contains the entire understanding between the parties as to its subject.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of this Agreement; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

### **36.15 Relationship of parties**

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

# Schedule 1

## Particulars

Item	Description	Detail
1.	Commencement Date <b>(clause 1)</b>	The first In Service Date (as determined under the Supply Agreement) for the first Bus delivered under the Supply Agreement.  [Note to Tenderers: Tenderers are required to submit the proposed scope and timing of Maintenance Services under the tender documents, however it is intended that the Maintenance Services flow from the delivery of Buses under the Supply Agreement]
2.	Initial Term <b>(clause 1)</b>	The date one year after the In Service Date (as determined under the Supply Agreement) for the last Bus delivered under the Supply Agreement.  [Note to Tenderers: The period for delivery of Maintenance Services under this Agreement is to be aligned with the delivery of Buses under the Supply Agreement.]
3.	Further Period <b>(clause 1)</b>	One year on up to two further occasions.
4.	Bus Operators	[#insert#]
5.	Facilities:  <b>(clause 1)</b>	[#insert#]
6.	TMR Representative <b>(clause 1)</b>	[#insert#]
7.	Supplier Representative <b>(clause 1)</b>	[#insert#]
8.	Senior Representatives <b>(clause 1)</b>	TMR: Graham Davis, General Manager – PT Services  The Supplier: [#insert#]

9.	Approved Subcontractors <b>(clause 1)</b>	[#insert#]
10.	Key Personnel <b>(clause 14.4(b))</b>	[#insert#]
11.	Security <b>(clause 23)</b>	Form: Bank guarantee with no expiration date Amount: \$500,000
12.	Public and third party liability insurance <b>(clause 25.1(a)(ii))</b>	Minimum of \$50,000,000 in respect of each claim and the aggregate.
13.	Professional indemnity insurance <b>(clause 25.1(b)(ii))</b>	Minimum of \$20,000,000 in respect of each claim and the aggregate.
14.	Product liability insurance <b>(clause 25.1(c)(ii))</b>	Minimum of \$50,000,000 in respect of each claim and the aggregate.
15.	Early termination payment <b>(clause 26.7(d))</b>	The Supplier is entitled to be paid for reasonable costs arising from or in connection with termination for convenience, but excluding a loss of profits.

## Schedule 2

### 1 Spare Parts

Name of Part	Part ID	Unit of Measure	Price per unit (\$ excl GST)	Quantity

*[Note to Offeror – Schedule 2 will be populated based off the Spare Parts response within the final accepted Electronic Pricing Template.]*

## Schedule 3

### Local Content Plan

[Note to Tendered: The negotiated and agreed Local Content Plan from the ITO process will be contractualised and form part of Schedule 3]

Released under RTI - DIMR

# Schedule 4

## Fees

### 1. Definitions

In this **schedule 4**:

- (a) capitalised terms referring to payments refer to the description of and formula for that payment in this **schedule 4**; and
- (b) the following terms have the following meanings:

<b>Payment Month</b>	(d)	The period from the Commencement Date up to and including the last date of that calendar month;
	(e)	each full calendar month during the Term; and
	(f)	the period from the 1 <sup>st</sup> of the month before the End Date, up to the End Date.

### 2. Contract Payment

#### 2.1 Calculation

For each Payment Month during the Term, a Contract Payment will be calculated in accordance with the following formula:

$$CP = \text{Maintenance Services} + \text{Unplanned Maintenance Services} \\ + \text{Approved Charges}$$

where:

**CP** is the Contract Payment for the Payment Month;

**Maintenance Services**

is the sum of all maintenance activities that have been completed within the Payment Month relating to the Technical Maintenance Plan priced in accordance with the amounts set out in Table 1 and Table 2;

**Unplanned Maintenance Services**

is the sum of all unplanned maintenance that has been completed within the Payment Month that has been approved by TMR and priced in accordance with the labour costs included within Table 1, and consumption of Spare Parts as per Schedule 8; and **[Note to Tenderers: TMR reserves the right to not progress with Unplanned Maintenance]**

**Approved Charges**

are amounts that have been incurred by the Supplier during the Payment Month and relate to carrying out maintenance activities that were not incorporated into the Technical Maintenance Plan or for items on the Spare Parts list. These charges must be approved by TMR prior to the cost being incurred, with evidence of the TMR approval required to be supplied as part of the supporting invoice documentation.

**[Note to Offeror – Tables within Schedule 4 will be populated based off the responses within the final accepted Electronic Pricing Template.]**

**Payment Table 1 – Technical Maintenance Plan including Labour Cost**

Activity No	Activity Description	Chassis Make/Model	Maintenance Group	Distance Interval (km)	Time Interval (Hours)	Calendar Interval	Labour (Hours)	Labour Cost per hour (\$ ex GST)
1	5,000km service*	ABC123	Routine	5,000	-	-	10	\$0.00
2	10,000km service*		Routine					
3	Doors*							
4	Airconditioning maintenance*							
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

**Payment Table 2 – Technical Maintenance Plan Parts**

TMP Activity No.	Name of Part	Part ID	Unit of Measure	Price per unit (\$ ex GST)	Units consumed	TMP Parts Cost (\$ ex GST)
						\$0.00
						\$0.00
						\$0.00
						\$0.00

					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Released under RTI - DTMA

# Schedule 5

## KPIs

KPI No.	KPI Description	KPI Target	Measurement Frequency
1	<b>Delivery of Spare Parts on Time</b>		
1.1	Spare Parts	That 100% of all claimed Spare Parts are delivered to the affected Bus Operator (or TMR) within 2 Business Days of a written request.	Monthly
2	<b>Timeliness</b>		
2.1	Warranty Claims	That 100% of all warranty claims have been resolved by the Supplier within 30 Business Days of being made by the Bus Operator (or TMR) in writing.	Monthly
2.2	Planned vs Actual Maintenance	That 100% of all planned Maintenance Services were completed during the planned month.	Monthly
3	<b>Local Content Plan</b>		
3.1	Compliance with the Local Content Plan	That the Supplier is 100% compliant with the Local Content Plan.	Monthly

## Schedule 6

### Statement of Work Form

[Note to Tenderer: TMR to insert template form used by Supplier]

Released under RTI - DTMR

## Schedule 7

### Best Practice Principles Plan

[Note to Tenderers: The initiatives proposed by the Tenderer in the ITO process in response to the Best Practice Principles criteria (Workplace Health and Safety, Industrial Relations and Modern Slavery) must be agreed, contractualised and included in Schedule 18 as the Best Practice Principles Plan.

Released under RTI Act 2009  
NMRC

## Schedule 8

### Operating Plans

#### 1 General obligations

The Supplier must:

- (a) keep and maintain the Operating Plans throughout the Term;
- (b) update and (where required) obtain TMR's approval of the relevant updated plans; and
- (c) comply with any lawful direction given by TMR in relation to the Operating Plans, from time to time.

#### 2 Operating Plans

##### 2.1 Business Continuity Plan

- (a) The Supplier must develop and implement a Business Continuity Plan designed to ensure the continuity of the services to a standard acceptable to TMR.
- (b) Each Business Continuity Plan to be provided under this Agreement must:
  - (i) demonstrate how the Supplier intends to manage the day-to-day operations of its business, including:
    - (A) how delivery of the Maintenance Services will be achieved; and
    - (B) procedures to ensure the continuity of the Maintenance Services;
  - (ii) outline quality assurance systems and standards to be used by the Supplier at all times during the performance of the Maintenance Services under this Agreement; and
  - (iii) also address the following:
    - (A) risk management;
    - (B) security measures;
    - (C) reporting obligations;
    - (D) supply chain disruptions, including disruptions to the supply of any parts (including Spare Parts) by Third Parties;
    - (E) business and financial sustainability;

- (F) disaster recovery;
- (G) asset management and maintenance planning;
- (H) insurance compliance and coverage; and
- (I) any other issue notified by TMR to the Supplier from time to time.

## **2.2 Disability Action Plan**

- (a) The Disability Action Plan must comply with the requirements of the *Disability Discrimination Act 1992* (Cth).
- (b) If the Supplier has not lodged the Disability Action Plan before the Commencement Date, the Supplier must lodge the plan within 120 Business Days of the Commencement Date.
- (c) The Disability Action Plan must specify the steps the Supplier will take to comply with the:
  - (i) *Disability Discrimination Act 1992* (Cth);
  - (ii) *Disability Standards for Accessible Public Transport 2002* (Cth); and
  - (iii) *Anti-Discrimination Act 1991* (Qld).

## **2.3 Environmental Management Plan**

The Environmental Management Plan must be prepared, updated and maintained in accordance with Best Industry Practice and must address:

- (a) current compliance, including compliance with the Development Approval and Environmental Authority;
- (b) planning improvements and prevention; and
- (c) any other issue notified by TMR to the Supplier from time to time.

## **2.4 Workplace Health and Safety Management Plan**

The Workplace Health and Safety Management Plan must be prepared, updated and maintained in accordance with Best Industry Practice.

## Schedule 9

### Reporting

The details of reporting for the Monthly Maintenance Meeting:

- (i) details of the Maintenance Services undertaken including forthcoming maintenance work under the Technical Maintenance Plan
- (ii) Detail to evidence compliance with the KPI's including reasons for non-compliance
- (iii) Details of any Defects and Warranty Work

## Schedule 10

### TMR Policies and Plans

1. Best Practice Principles: Quality, safe workplaces, prepared by the Office of Industrial Relations, dated April 2023.
2. The Queensland Government Supplier Code of Conduct 2023:



[supplier-code-of-conduct-2023.pdf](#)

## Schedule 11

### Warranty Periods

The Warranty Period for each Spare Part is set out in the table below.

[**Note to Tenderers:** The Warranty Period for replacement parts will need to be the same as the Warranty Period for the parts (when installed) under the Supply Agreement.]

Component	Warranty Period	Condition of warranty
Chassis warranty		
Buses structural warranty		
Electric drive battery		
Electric traction motors		
For all other components of the Buses		
Spare parts		
Workmanship for all Defects		

## Execution

**Executed as an agreement.**

**Executed by The State of Queensland )  
acting through the Chief Executive of )  
the Department of Transport and Main )  
Roads by its duly appointed officer in the  
presence of:**

.....  
Witness

.....  
Name of Witness (print)

.....  
Date

.....  
Officer

.....  
Name of Officer (print)

.....  
Director

.....  
Name of Director (print)

.....  
Company Secretary/Director

.....  
Name of Company Secretary/Director  
(print)

.....  
Date

.....  
Date

## Annexure A

### Bus Specification



Bus and Facility  
Specification, as at 20

Released under RTI - DTMR

# Invitation to Offer (ITO)

## Part C: ITO Response Schedules

Department of Transport and Main Roads

ITO Number: TMR8023

ITO Title: Supply of buses and the provision of maintenance services and parts

Supplier: [Supplier to insert organisation name]

Closing Date: 4pm Wednesday, 29 September 2023

**Privacy Notice:** The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and Contract. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Government's procurement policy. An individual can gain access to Personal Information held by the Customer about the individual in certain circumstances.



### NOTE TO SUPPLIERS

The Invitation to Offer (ITO) contains:

- **Part A - Invitation to Offer (ITO) SUPPLIER TO READ AND RETAIN**
- **Part B – Contract Details SUPPLIER TO READ AND RETAIN**
- **Part C – ITO Response Schedules SUPPLIER TO COMPLETE AND RETURN** – The Supplier is to complete and submit these Response Schedules and any referenced attachments by the Closing date and time. Refer to Part B - Contract Details, including the referenced terms and conditions, when compiling a response.

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**Other documents (refer to separate documents)**

Part C - Attachment 1 – Pricing Response Schedule

Part C - Attachment 2 – Local Benefits Test

Part C - Attachment 3 – Master Delivery Schedule

Part A: Invitation to Offer – Bus Supply and Maintenance

Part B: Contract Details – Bus Supply and Maintenance

## Schedule A – Response schedules

The information in this Schedule A is required for evaluation purposes.

**As the Supplier, please respond to all questions in this schedule. All information in this schedule must be complete, accurate, up to date and not misleading.**

### 1. Supplier and Sub-Contractor information

For the following response questions, refer to Part B: Contract Details, Section 1 General Information and relevant clauses of the Comprehensive Contract Conditions.

<b>1.1 Supplier details</b>	
(a) Supplier Name	<p>Insert Supplier legal name</p> <p><i>[If Supplier is an individual - specify the full name (including given names and surname) of each individual; If Supplier is a partnership - specify the full name of each partner; If Supplier is a company – specify the full company name; If Supplier is a trust - specify: • the legal name of each trustee authorised to make the offer on behalf of the trust; and • the name of the trust.]</i></p>
(b) Business Name (if applicable)	Insert details
(c) Head office address	Insert details
(d) Queensland office address	Insert details
(e) Supplier legal entity type	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Overseas Incorporated Company <input type="checkbox"/> Trust <input type="checkbox"/> Other – please specify below
(f) ABN/ACN (or ABRN)	Insert details
(g) Names of other entities participating in a joint offer with the Supplier (if applicable)	Insert details
<b>1.2 Supplier's contact person for this invitation to offer</b>	
(a) Name	Insert details
(b) Position	Insert details
(c) Email address	Insert details

(d) Phone number	Insert details
(e) Street address	Insert details
(f) Postal address	Insert details

### 1.3 Subcontractor(s) (repeat as necessary or provide attachment)

**The Supplier is to provide details of all subcontractors that the Supplier intends to use and the obligations that will be subcontracted to each subcontractor. For multiple subcontractors, insert additional rows or provide an attachment.**

(Repeat as necessary or provide attachment)

<b>Sub-Contractor 1</b>	
(a) Representative Name	Insert details
(b) Company Name and ACN	Insert details
(c) Street address	Insert details
(d) Postal address	Insert details
(e) Obligations	Insert details
(f) Is the sub-contractor classified as a small to medium enterprise (SME)*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, specify the number of people: Insert details <small>*Any business employing fewer than 200 people.</small>
(g) Is the sub-contractor classified as an Aboriginal business and/or Torres Strait Islander business*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide supporting details: Insert details <small>*At least 50% owned by an Aboriginal person/s and/or a Torres Strait Islander person/s – Queensland Indigenous Procurement Policy.</small>
<b>Sub-Contractor 2</b>	
(a) Representative Name	Insert details
(b) Company Name and ACN	Insert details
(c) Street address	Insert details

(d) Postal address	Insert details
(e) Obligations	Insert details
(f) Is the sub-contractor classified as a small to medium enterprise (SME)*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, specify the number of people: Insert details  *Any business employing fewer than 200 people.
(g) Is the sub-contractor classified as an Aboriginal business and/or Torres Strait Islander business*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide supporting details: Insert details  *At least 50% owned by an Aboriginal person/s and/or a Torres Strait Islander person/s – <i>Queensland Indigenous Procurement Policy</i> .

## 2. Mandatory requirements

**Supplier to Note: Offers not meeting the mandatory requirements will be considered non-conforming and may not be evaluated further.**

<b>2.1 Insurance</b>	
<b>The Supplier is to confirm details of the insurances required in Part B: Contract Details.</b>	
(a) Workers compensation insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No Expiry date: Insert details If No, Supplier to provide details: Insert details
(b) Public liability and third party liability insurance to the minimum value of \$50,000,000, in respect of each claim and in the aggregate.	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Amount: Insert details Expiry date: Insert details If No, Supplier to provide details: Insert details
(c) Product liability insurance to the minimum value of \$50,000,000, in respect of each claim and in the aggregate.	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Amount: Insert details Expiry date: Insert details If No, Supplier to provide details: Insert details

(d) Professional indemnity insurance to the minimum value of \$20,000,000 for any one claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Amount: Insert details Expiry date: Insert details If No, Supplier to provide details: Insert details
(e) Other insurances	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Type: Insert details Insurance Amount: Insert details Expiry date: Insert details

## 2.2 Ethical Supplier Threshold

***The Supplier is to confirm that they comply with the Ethical Supplier Threshold.***

**Note:** answering 'YES' to any of the Threshold criteria will make the offer non-conforming. Any relevant Ethical Supplier Mandates will also apply to this tender process and any resulting contract.

Since 1 August 2019, has the Supplier:

(a) contravened a civil remedy provision of Chapter 2 or Chapter 3 of the <i>Fair Work Act 2009 (Cth)</i> , or committed an offence against the <i>Fair Work Act</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(b) contravened a civil remedy provision of Chapter 2, 3, 4, 5 or 7 of the <i>Industrial Relations Act 2016</i> , or committed an offence against the <i>Industrial Relations Act</i> , or failed to pay employment related levies, or other payments, established under Queensland legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(c) failed to make superannuation contributions on behalf of employees in accordance with law?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(d) purported to treat employees as independent contractors, where they are not?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(e) required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details

(f) engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(g) entered into an arrangement for the provision of labour hire services with a person who is not licensed under the <i>Labour Hire Licensing Act 2017</i> , or a supplier who is an unlicensed provider under the Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(h) paid employees wages below those provided for in an applicable modern award?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details

## 2.3 Other mandatory requirements section

**The Supplier is to confirm they meet the other mandatory requirements.**

<b>Compliance with all relevant Australian legislation, regulations and standards</b>	<p><i>Please provide evidence to demonstrate how the bus and manufacturing and after-sales facilities complies (or is capable of complying with) with all relevant Australian legislation, regulations and standards, including but not limited to:</i></p> <ul style="list-style-type: none"> <li>• All relevant disability legislation and standards;</li> <li>• The Road Vehicle Standards Act 2018;</li> <li>• Planning Act 2016 (Qld); and</li> <li>• Environmental laws.</li> </ul> <p><i>Provide evidence of current AS/NZS ISO9001:2015 Quality Management Systems and ISO55001:2014 Asset Management certification relevant to the services.</i></p> <p><i>Provide evidence of a registered Design Facility by the Department of Infrastructure and Regional Development.</i></p>
<b>Use of Queensland manufacturing/body building capabilities</b>	<p><i>Please list all proposed subcontractor arrangements for the manufacture of bus bodies, and confirm these subcontractors have Queensland-based manufacturing facilities and employ predominantly Queensland staff.</i></p>
<b>Declaration of legal action</b>	<p><i>Detail any legal actions taken against the Supplier in regard to the manufacture, delivery or maintenance of buses and advise of the outcomes.</i></p>
<b>Financial viability and sustainability</b>	<p><i>A Supplier and any material subcontractors must demonstrate a sound financial record highlighting a</i></p>

	<p>viable long-term business model. A Supplier and any material subcontractors must provide financial information of sufficient volume and quantity and other supporting documentation to enable TMR to undertake a risk assessment of the financial position of the <b>Supplier and any material subcontractors</b>, which includes:</p> <ul style="list-style-type: none"> <li>(a) for public companies, large proprietary limited companies and other companies required to lodge their financial statements with ASIC, a copy of its latest three annual reports;</li> <li>(b) for a <b>Supplier or any material subcontractor</b> not covered by (a) a copy of the financial statements for the most recent three financial years and copies of any interim accounts (if any) after the latest balance date, certified by the Supplier/subcontractor or an auditor (and where the Supplier/subcontractor is a company by a director of the company);</li> <li>(c) details of the financial and commercial activities undertaken by the Supplier and any material subcontractor if not provided in (a) or (b);</li> <li>(d) a graphical representation of the Supplier's and any material subcontractors group structures, and details of the financial (including credit support arrangements) and other commercial activities and arrangements between the groups (if applicable); and</li> <li>(e) details of any agreements between the Supplier's and any material subcontractors group entities to provide the technical, financial, managerial, intellectual property and operational capacity to provide the services.</li> </ul>
<b>Compliance with the Queensland Charter for Local Content</b> Has the Supplier completed and returned the Queensland Charter for Local Content "Tenderers' Statement of Intent" Form?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details

### 3. General information

#### 3.1 Technical Solution

**Suppliers are required to demonstrate they can comply with the Bus and Facility Specification outlined in Part B - Bus Supply Agreement – Annexure A.**

Diesel Bus Specification			
Section	Specification Description	Further Description	Evidence of Compliance
SECTION 1.2 - VEHICLE COMPLIANCE	ADR, DDA & DSAPT		<Supplier to insert response here>
SECTION 1.3 - OPERATING REQUIREMENTS & PERFORMANCE	CONSUMPTION AVERAGE LESS THAN 44 LITRES/100KM	TOP SPEED 85-100 KMPH	<Supplier to insert response here>
SECTION 1.4 - VEHICLE DIMENSIONS	LENGTH EQUAL TO OR LESS THAN - 12.5M  WIDTH EQUAL TO OR LESS THAN - 2.5M  HEIGHT LESS THAN - 3.5M  TOTAL GVM LESS THAN 13500 KG		<Supplier to insert response here>
SECTION 1.5 - VEHICLE LAYOUT	TMR PREFERRED LAYOUT – APPENDIX 1 – VEHICLE LAYOUT	APPENDIX 1 - VEHICLE LAYOUT	<Supplier to insert response here>
SECTION 2.1 - CHASSIS GENERAL	LOW FLOOR CITY CHASSIS		<Supplier to insert response here>
SECTION 2.2 - DIESEL DATA REQUIREMENTS	TMR PREFERRED DATA REQUIREMENTS	APPENDIX 10 - TMR DIESEL DATA REQUIREMENT	<Supplier to insert response here>
SECTION 2.3 - DIESEL PIPING & HARNESSSES	SAE J1292 WIRING SPECIFICATION & ASA STD T BU FK 01701 ST		<Supplier to insert response here>
SECTION 2.6 - COOLING SYSTEM	FLUID COOLED - PRESSURISED COOLING SYSTEM	O/S RADIATOR AND INTERCOOLER POSITION PREFERRED	<Supplier to insert response here>
SECTION 2.8 - ENGINE, TRANSMISSION & DIFFERENTIAL	MINIMUM 7.7 LITRE ENGINE	6 CYLINDER - MIN 320HP, 1200NM TORQUE @ 1050-1600 RPM	<Supplier to insert response here>

	ZF 6 SPEED AUTOMATIC TRANSMISSION  LIGHT WEIGHT - SINGLE REDUCTION TAPERED HYPOID GEAR	INTEGRATED HYDRAULIC RETARDER & AIS  PREFERRED RATIO 5.63:1	
SECTION 2.10 - FUEL & ADDITIVE TANK (S)	270 LITRE DIESEL / 30 LITRES AD BLUE	STAINLESS STEEL EXTERIOR DRIP PANELS	<Supplier to insert response here>
SECTION 2.11 - EXHAUST SYSTEM	ONE BOX MUFFLER DESIGN  SELECTIVE CATALYTIC REDUCTION (SCR)	DIESEL PARTICULATE FILTER (DPF)	<Supplier to insert response here>
SECTION 2.12 - EMISSIONS STANDARD	EURO VI		<Supplier to insert response here>
SECTION 2.13 - STEERING	ELECTRIC DRIVEN HYDRAULIC		<Supplier to insert response here>
SECTION 2.14 - AIR SYSTEM	COMPRESSED AIR SYSTEM		<Supplier to insert response here>
SECTION 2.15 - BRAKING SYSTEM	DISC BRAKES, EBS5, ABS, ASR		<Supplier to insert response here>
SECTION 2.17 - SUSPENSION	AIR BELLOWS FRONT AND REAR		<Supplier to insert response here>
SECTION 2.18 - WHEELS & TYRES	STEEL RIMS	HIGH TEMP SAFETY LUG LOCKS GREY (STEER & DRIVE)	<Supplier to insert response here>

SECTION 2.19 - INSTRUMENTS & CONTROLS	MOTOR MANUAL KEY START, DIGITAL DASHBOARD		<Supplier to insert response here>
SECTION 2.20 - ELECTRICAL SYSTEM	24V DC SYSTEM , CAN , MULTIPLEX SYSTEM		<Supplier to insert response here>
SECTION 2.21 - CORROSION PROTECTION	WATER BASED UNDERBODY PROTECTION		<Supplier to insert response here>
SECTION 3.1 - BODY - GENERAL	LOW FLOOR CITY BUS BODY		<Supplier to insert response here>
SECTION 3.3 - FIRE MITIGATION AND PROTECTION SYSTEM	KLIENFIRE FIRE SUPPRESSION - PMARK*	PHRR LESS THAN 30 MW	<Supplier to insert response here>
SECTION 3.5 - ELECTRICAL SYSTEMS	MULTIPLEX		<Supplier to insert response here>
SECTION 3.6 - ELECTRONIC TICKETING SYSTEMS	TO SUIT TMR SMART TICKETING SYSTEM		<Supplier to insert response here>
SECTION 3.7 - BUS LIVERY	TRANSLINK LIVERY DESIGN VERSION 3	PAINT COLOURS - WHITE, GREEN & BLACK  VEHICLE APPEARANCE POLICY, AS AT AUGUST 2020, VERSION 1.7	<Supplier to insert response here>
SECTION 3.8 - INTERIOR DECALS AND EXTERNAL LOGOS	ADR, DSAPT		<Supplier to insert response here>

SECTION 3.9 - FLOOR, STEPS AND FLOOR EDGES	COMPOSITE FLOOR  TARABUS GAYAWOOD NT - YELLOWSTONE 4521	BLUE FLOORING WITH YELLOW NO STANDING INLAID RAMPS  DSAFT WHEELCHAIR AREAS BLUE/ YELLOW/WHITE  YELLOW STEP EDGING	<Supplier to insert response here>
SECTION 3.10 - PASSENGER DOORS	VENTURA - TWIN GLIDE ENTRANCE AND EXIT DOORS  EXTERNAL EXIT DOOR FRAME HIGHLIGHTED YELLOW	DSAFT YELLOW POWDER COATED HANDLES  STICKERS TO HIGHLIGHT FRAME YELLOW	<Supplier to insert response here>
SECTION 3.11 - GLAZING	BONDED GLAZING - 5MM TOUGHENED GLASS  IMPACT FILM TO ALL WINDOWS - XIR TO DRIVERS WINDOW		<Supplier to insert response here>
SECTION 3.12 - WINDSCREEN WIPERS & WASHERS	LARGE FOLD OVER WIPERS	5 LITRE WATER CAPACITY	<Supplier to insert response here>
SECTION 3.14 - HANDRAILS, STANCHIONS & BELL PRESS	STAINLESS STEEL HANDRAILS - POWDERCOATED YELLOW  STAINLESS STEEL STANCHIONS - POWDERCAOTED YELLOW  STAINLESS STEEL MODESTY PANELS - POWDERCOATED YELLOW  WIRELESS NEXT STOP BELL PUSH SYSTEM	STAINLESS STEEL FRAME - LUCIDO BACKS - PEDESTALS  REATEX DIABLO MULTI - REATEX DIABLO RED DSAFT SEATING  REATEX DIABLO RED DSAFT SEATING	<Supplier to insert response here>

SECTION 3.15 - SEATS	MCCONELLS - METRO  MCCONELLS - SUPER SLIM TIP UP SEATS		<Supplier to insert response here>
SECTION 3.16 - LUGGAGE CAPACITY	PROVISION ON FRONT WHEEL ARCHES		<Supplier to insert response here>
SECTION 3.17 - REAR VISION MIRRORS	ELECTRONIC SMARTVISION MIRRORLESS SYSTEM		<Supplier to insert response here>
SECTION 3.18 - INTERIOR LIGHTING	LED LIGHTING		<Supplier to insert response here>
SECTION 3.19 - EXTERIOR LIGHTING	LED LIGHTING		<Supplier to insert response here>
SECTION 3.20 - SCHOOL WARNING LIGHTS	QUEENSLAND COMPLIANT		<Supplier to insert response here>
SECTION 3.21 - DRIVER COMPARTMENT	ISRINGHAUSEN 6860/875 - RED SEAT BELT  FRONT AND SIDE ELECTRIC BLINDS  FULL SCREEN ANTI VANDAL PROTECTION	SWIVEL BASE  MAGNETIC DOOR LOCK AND SWITCH  INCLUDING SPEAKER AND MICROPHONE	<Supplier to insert response here>
SECTION 3.22 - AC HEATING & VENTILATION	COACH AIR - XT 44  LONG LIFE FILTER - CAMFIL*	HEATING, WINDSCREEN, DRIVERS VENTILATION SYSTEM  DRIVER'S DEDICATED FAN BLOWER	<Supplier to insert response here>

SECTION 3.23 - ROOF MOUNTED EMERGENCY EXITS	BREAKABLE OPAQUE GLASS ROOF HATCH		<Supplier to insert response here>
SECTION 3.24 - DESTINATION EQUIPMENT	FRONT - HANOVER G5.503W 480 x 88 WHITE LED  SIDE - HANOVER G4.012W 96 x 15 WHITE LED  REAR - HANOVER G4.020W 32 x 17 WHITE LED	CONTROLLER - EG4003	<Supplier to insert response here>
SECTION 3.25 - CCTV AND DURESS EQUIPMENT	HIKVISIONS - DS-MP7 608H - 16 CAMERA SYSTEM  REVERSE CAMERA AND SCREEN	DRIVERS DURESS IN DRIVERS CABIN  CCTV INTEGRATED TO TMR ECO SYSTEM	<Supplier to insert response here>
SECTION 3.26 - PROVISIONS FOR DSAPT	EXTERNAL AUDIBLE SPEAKERS FITTED AT DOORS  MANUAL FLIP OUT WHEELCHAIR RAMP  HEARING AID LOOP	BRAILLE AND TACTILE PLATES FITTED  WHEELCHAIR SIDE PROTECTION HANDRAIL	<Supplier to insert response here>
SECTION 3.27 - CORROSION PROTECTION	BODY FRAME STAINLESS STEEL OR ALUMINIUM	CHASSIS FRAME EXTENSIONS MARINE GRADE STAINLESS STEEL	<Supplier to insert response here>
SECTION 3.29 - PASSENGER COUNTING SYSTEM	HELLA APS-B TO BOTH ENTRANCE AND EXIT DOOR*	INCLUDING DOOR SAFETY SENSING SYSTEM	<Supplier to insert response here>
SECTION 3.30 - PASSENGER INFORMATION DISPLAY SYSTEM	TFT - HANOVER SMA.290.001 29" SMART SCREEN X2*  EXTERNAL SPEAKER FITTED AT ENTRANCE DOOR	HANOVER TRANSPORT COMPUTER HTC200001000000	<Supplier to insert response here>

SECTION 3.31 - ADVANCED DRIVER ASSISTANCE SYSTEM	MOBILE EYE ADAS*		<Supplier to insert response here>
SECTION 3.32 - SYSTEMS INTEGRATION & COMMUNICATION	TELEMATICS AS PER CHASSIS SUPPLY		<Supplier to insert response here>
General Arrangement Diagram	<i>Supplier to insert general arrangement diagram</i>		
<b>Manufacturing Facility</b>			
The Supplier must ensure that the Facility is capable of manufacturing diesel buses that comply with the Bus Spec, ADR and DDA requirements and meets all WH&S requirements.			<Supplier to insert response here>
Implement and comply with a quality assurance system (ISO 9001:2015 or similar)			<Supplier to insert response here>
Compliant with a Conformity of Production system as required by the Road Vehicle Standards Act 2018.			<Supplier to insert response here>
Compliant with all calibration certificates for tools as required by the Road Vehicle Standards Act 2018.			<Supplier to insert response here>
Bus wash for water ingress testing.			<Supplier to insert response here>
Paint and Paint Preparation facility			<Supplier to insert response here>
Capacity to hold spare parts, maintenance parts and nominated amount of chassis			<Supplier to insert response here>
<b>After Sales Facility</b>			
			<Supplier to insert response here>

The Supplier must ensure that the Facility is capable of manufacturing diesel chassis that comply with the Bus Spec, ADR and DDA requirements and meets all WH&S requirements.	<Supplier to insert response here>
Implement and comply with a quality assurance system (ISO 9001:2015 or similar)	<Supplier to insert response here>
Compliant with a Conformity of Production system as required by the Road Vehicle Standards Act 2018.	<Supplier to insert response here>
Compliant with all calibration certificates for tools as required by the Road Vehicle Standards Act 2018.	<Supplier to insert response here>
Capacity to hold spare parts, maintenance parts and nominated amount of chassis.	<Supplier to insert response here>
<b>3.2 Experience and Capability</b>	
<i><b>Suppliers are required to demonstrate they have the necessary experience and capability to supply and maintain the Buses.</b></i>	
<b><u>Experience</u></b>  The extent to which the Supplier can demonstrate that it has the necessary local or international experience in successfully designing, manufacturing, financing, maintaining and delivering projects of a similar size and complexity on behalf of government. This includes effectively managing the current supply chain and labour market conditions to meet TMR's delivery timeframe and evidenced by: <ul style="list-style-type: none"><li>• a demonstrated history of the production of a high volume of high quality buses for the Australian market; and</li><li>• a demonstrated history of high quality after sales maintenance and support, including frequency and performance in South East Queensland (or Australia).</li></ul>	<Supplier to insert response here>
<b><u>Organisational Capability</u></b>  The extent to which the Supplier has the organisational capability to supply the buses, as evidenced by:	<Supplier to insert response here>

<ul style="list-style-type: none"> <li>• skills, qualification and experience of key staff including Chief Engineer and production team and after-sales team</li> <li>• legal ownership arrangement</li> <li>• governance arrangements</li> <li>• group structure</li> <li>• details of holding company</li> <li>• details of franchising arrangements</li> </ul>	
<p><b><u>Deliverability</u></b></p> <p>The extent to which the offer is fully developed, and capable of being committed to and delivered, as evidenced by:</p> <ul style="list-style-type: none"> <li>• an existing manufacturing and after sales facility/pipeline</li> <li>• Master Delivery Schedule, demonstrating how all diesel buses will be delivered to TMR by December 2024</li> <li>• processes currently used and/or proposed to be implemented to ensure compliance with Master Delivery Schedule to prevent slippage in delivery times</li> <li>• details of the expected maintenance activities and spare parts held, including location</li> <li>• the ability to change production of diesel buses to Zero Emission Buses (ZEBs) in the later stages of delivery</li> </ul>	<i>&lt;Supplier to provide evidence of facility and complete Part C - Attachment 3 - Master Delivery Schedule&gt;</i>
<p><b><u>Quality</u></b></p> <p>The extent to which the Supplier demonstrates a commitment to quality, as evidenced by:</p> <ul style="list-style-type: none"> <li>• quality assurance/management systems and the proven ability to apply it to sub-contractors/suppliers</li> <li>• results of audits undertaken by the Federal Government for the Conformity of Production System</li> <li>• the findings of any legal claims or proceedings against the Supplier</li> </ul>	<i>&lt;Supplier to insert response here&gt;</i>
<h3>3.3 Financial information</h3>	
<p><b><i>Suppliers are required to demonstrate they have the financial capability to provide all the requirements over the term of the Contract. Short-listed Suppliers may be asked to provide further financial information if required by the Customer.</i></b></p>	

<p>(a) Are there any significant events, matters or circumstances which have arisen within the past 12 months that could significantly affect the operations of the Supplier?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Insert details
<p>(b) Are there, or have there been any:</p> <ul style="list-style-type: none"> <li>• Bankruptcy and/or de-registration actions; or</li> <li>• Insolvency proceedings (including voluntary administration, application to wind up, or other similar action)</li> </ul> <p>either actual or threatened, against the Supplier in the past three years? If so, what (if any) remedial action has been taken?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Insert details
<p>(c) Are there any other factors that could adversely impact the financial ability of the Supplier to successfully perform the obligations contemplated by this ITO?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Insert details

### 3.4 Best Practice Principles

***Suppliers are required to demonstrate their commitment to ensuring quality, safe workplaces through application of the best practice principles.***

Workplace health and safety	<p>For both the Supplier and proposed sub-contractors:</p> <ul style="list-style-type: none"> <li>• Provide details of any safety incidents that have occurred either at the offeror's manufacturing facility or from the bus itself</li> <li>• Lost Time Injury Frequency Rate (LTIFR)</li> <li>• Provide documented policies and procedures, including a detailed Work Health and Safety Management Plan outlining the approach to managing health and safety throughout all phases of this project.</li> <li>• Provide safety qualifications and certifications;</li> </ul>
Apprentices and trainees	<p>For both the supplier and proposed sub-contractors, detail the number of current employees (apprentices &amp; trainees) anticipated to be working on this contract. For any new employees include, proposed start dates, anticipated length of employment, how they will be engaged.</p>
Industrial relations and modern slavery	<ul style="list-style-type: none"> <li>• For both the offeror and proposed sub-contractors, provide an outline of the conditions of employment for the employees associated with the Contract.</li> </ul>

	<ul style="list-style-type: none"> <li>Provide evidence of responsibly sourced goods and services, including the process for auditing the supply chain.</li> </ul>
<b>3.5 Conflict of interest</b>	
(a) Provide details of any actual, potential or perceived Conflict of Interest that exists or may arise in relation to the Invitation Process or performance of the Contract (including any conflict of interest with department staff or other suppliers).  <i>If there is nothing to declare, insert "Nil".</i>	Insert details
<b>3.6 Confidentiality and/or privacy</b>	
(a) Does the Supplier agree to provide Executed Deeds of Confidentiality and/or Privacy of its Personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable If No, Supplier to provide details: Insert details
<b>3.7 Legislative compliance (Law)</b>	
(a) Does the Supplier comply with the following legislation, which applies to this Contract: <ul style="list-style-type: none"> <li>Road Vehicle Standards Act 2018</li> <li>Disability Discrimination Act 1992</li> <li>Planning Act 2016</li> </ul> Refer to Part B: Contract Details, Schedule 1 – Requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable If Yes, the Supplier must <<insert details, e.g. attach evidence of their License under this Act>>. If No, Supplier to provide details: Insert details
<b>3.8 Small to medium enterprises</b>	
<p><i>Is the Supplier a small to medium enterprise?</i></p> <ul style="list-style-type: none"> <li><b>Small – a business employing less than 20 people.</b></li> <li><b>Medium – a business employing 20 or more people, but less than 200 people.</b></li> </ul> <p><i>Note: people are both employees and contractors employed by the Supplier.</i></p>	
(a) Is the Supplier an SME?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, select the relevant business size:

		<input type="checkbox"/> Small <input type="checkbox"/> Medium
<b>3.9 Business information</b>		
(a) Provide a brief description of the business and its overall qualifications to meet the requirements. Background information may include the number of years of relevant experience, rate of growth, size, locations, annual turnover etc.	Insert details	
<b>3.10 Referees</b>		
<i>Please provide details of two (2) other government customers to which the Supplier has provided Goods and/or Services under the Contract (repeat rows as required).</i>		
(a) Customer #1	Insert details	
Contact Name	Insert details	
Position	Insert details	
Phone number	Insert details	
Email address	Insert details	
Description of Goods and/or Services supplied	Insert details	
(b) Customer #2	Insert details	
Contact Name	Insert details	
Position	Insert details	
Phone number	Insert details	
Email address	Insert details	
Description of Goods and/or Services supplied	Insert details	

#### 4. Contract Details

Refer to Part B: Contract Details.

#### 5. Terms and conditions

##### 5.1 Acceptance of Contract Conditions

(a) Does the Supplier acknowledge and accept the terms of the Comprehensive Contract Conditions detailed in <b>Part B: Contract Details?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If the Supplier proposes any additional clauses or any changes to the Contract Conditions, including any changes proposed by the Customer, the Supplier must complete <b>section 5.2</b> <a href="https://www.hpw.qld.gov.au/SiteCollectionDocuments/SOAConditions.pdf">https://www.hpw.qld.gov.au/SiteCollectionDocuments/SOAConditions.pdf</a>
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## 5.2 Contract Departures

Contract (Bus Supply or Maintenance & Service)	Contract Item	Clause No.	Reason for change requested	Change proposed
<b>Supplier to insert respective contract name</b>	<b>Supplier to insert relevant section title</b>	<b>Supplier to insert clause no.</b>	<b>Supplier to insert reasons</b>	<b>Supplier to insert alternative position and proposed amendments</b>

## 5.3 Acceptance of Invitation to Offer Conditions

(a) Does the Supplier acknowledge and accept the Invitation to Offer Conditions contained within <b>Part A: Invitation to Offer, Attachment A?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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## 6. Requirements

For the following questions, refer to Part A – ITO, Section 2 – Requirements and relevant clauses of the Comprehensive Contract Conditions.

6.1 Requirements	
(a) Does the Supplier confirm that it can design and manufacture 200 diesel buses in accordance with specification and complies with ADR and DDA requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details

(b) Does the Supplier confirm that it can deliver 200 diesel buses no later than December 2024?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(c) Does the Supplier confirm that it will execute and manage sub-contracts with bus body builder/s (with manufacturing facilities in Queensland employing predominantly Queensland staff) and other suppliers in the supply chain?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(d) Does the Supplier confirm that it will register the buses prior to delivery to TMR?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(e) Does the Supplier confirm the ability to provide maintenance services during the term of the contract(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(f) Does the Supplier confirm that it will maintain and manage a sufficient necessary inventory of necessary spare parts to support maintenance activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(g) Has the Supplier evidenced the financial viability of the Supplier and any material sub-contractor(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(h) Does the Supplier confirm that the Offer(s) presented in this Invitation to Offer are financially sustainable for the period required?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details

## 7. Government objectives

### 7.1 Domestic and family violence policy

The Queensland Government is committed to ending domestic and family violence. Through its response to the Not Now, Not Ever report, government recognises that addressing domestic and family violence requires a whole community coordinated response. This means not just government but also businesses, community groups and every individual taking responsibility for creating cultural change.

(a) Does the Supplier have zero tolerance for domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No Insert details
(b) Does the Supplier have a workplace response supporting employees affected by domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Sole trader with no employees

(c) Does the Supplier have a workplace approach to preventing or addressing domestic and family violence?	<input type="checkbox"/> Yes Insert details	<input type="checkbox"/> No
(d) Describe any formal policies, strategies, and practices the Supplier has in place aimed at preventing or addressing domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> Sole trader with no employees If Yes, attach copies of the document/s and provide summary details below: Insert details	<input type="checkbox"/> No

## 7.2 Aboriginal and Torres Strait Islander business

Both the [Queensland Procurement Policy](#) (QPP) and the [Queensland Indigenous Procurement Policy](#) (QIPP) require Queensland Government Agencies to increase the value of Queensland Government procurement spend awarded to Indigenous Businesses to be 3 per cent of addressable spend by 2022.

The QIPP defines "Indigenous Business" as:

*"... one that is at least 50 per cent or more owned by an Aboriginal person and or a Torres Strait Islander person. It may take the form of a company, incorporated association or trust. For clarity, a social enterprise or registered charity may also be an Indigenous business if it is operating a business."*

(a) Is the Supplier an Indigenous Business as defined above?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(b) Is the Supplier certified and published online (e.g. <a href="#">Supply Nation</a> , <a href="#">Black Business Finder</a> )?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) If yes, which site is the Supplier published on?	Insert details
(d) If no, is the Supplier able to produce Statement/s of Indigeneity?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide a copy as part of the Suppliers response.
(e) If responding as part of a consortia offer, is any part of the consortia an Indigenous Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(f) If using sub-contractors, are any of the sub-contractors Indigenous Businesses?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide the following for each Aboriginal and Torres Strait Islander business: Company Name: Insert details

	Anticipated role within the project: Insert details
--	-----------------------------------------------------

## 7.3 Social objectives

The Queensland Government is committed to doing business with socially and environmentally responsible suppliers.

Definition of Social Enterprises (Source: Attributed to Social Traders):

- Are led by an economic, social, cultural or environmental mission consistent with a public or community benefit.
- Trade to fulfil their mission and derive a substantial portion of their income from trade.
- Reinvest most of their profit/surplus into the fulfilment of their mission.

(a) Is the Supplier a Social Enterprise as defined above?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide details below: Insert details
(b) What is the Supplier doing to generate social benefits, such as: <ul style="list-style-type: none"> <li>• Engaging with social enterprises or Aboriginal or Torres Strait Islander businesses?</li> <li>• Creating employment opportunities for disadvantaged or vulnerable jobseekers, such as long-term unemployed people, people with disability, people with a lived experience of mental health conditions or people from culturally and linguistically diverse backgrounds?</li> </ul>	Insert details
(c) What is the Supplier doing to improve environmental outcomes for Queensland?	Insert details

## 7.4 Local benefits test

The QPP requires Queensland Government Agencies to obtain the best value for money in procurement. Under the terms of the Policy, when assessing value for money, agencies are mandated to conduct a Local Benefits Test for all significant procurement.

As part of the Policy, the Government is seeking to prioritise the use of truly local and regional suppliers through its procurement spend, creating and supporting quality jobs that deliver genuine connections to the community and build capacity and prosperity across regional Queensland.

The QPP defines "local Supplier" as:

*"a supplier of goods or services that maintains a workforce whose usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 kilometre (km) radius of where the good or service is to be supplied. If a capable local supplier does not exist within the 125 kilometre radius, the radius should be extended progressively to the local region, then Queensland, then Australia, until a suitable supplier is identified".*

<b>(a) The Supplier is to complete Part C - Attachment 2 - Local Benefits Test</b>	<input type="checkbox"/> Yes - Local Benefits Test completed and attached
------------------------------------------------------------------------------------	---------------------------------------------------------------------------

## 8. Price and payment terms

Suppliers are to complete **Part C - Attachment 1 - Pricing Response Schedule** to provide details of the offer.

<b>8.1 Pricing</b>	
(a) Does the Supplier confirm completion of Part C - Attachment 1 - Price Response Schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Has pricing been provided in Australian Dollars?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) The Supplier is to detail any assumptions in the offered Price and/or Pricing structure.	Insert details
(d) The Supplier is to detail any additional pricing/fees associated with the Contract.	Insert details

## 9. Governance

<b>9.1 Account and relationship management</b>	
Authorised Representatives must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. The primary contact person will be the person whom the Customer contacts about the Contract and to whom the Customer delivers all notices under the Contract.	

(a) Provide a primary and secondary point of contact to manage the Contract.	<b>Primary Contact</b>	
	Contact person	Insert details
	Position	Insert details
	Phone number	Insert details
	Street address	Insert details
	Postal address	Insert details

	Email address	Insert details
<b>9.2 Performance measurement and review</b>		
(a) Does the Supplier agree to comply with the performance measurements and review process proposed in the Comprehensive Contract Conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, provide details regarding proposed changes to the Governance process. Insert details	
<b>9.3 Reporting requirements</b>		
Does the Supplier confirm that their reporting systems will include the required functionality to deliver all reports required under the Comprehensive Contract Conditions (including KPI reporting)?  <b>Note:</b> shortlisted Suppliers may be required to provide a demonstration of their reporting system's capability prior to the Contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## 10. Value-adds

Please set out any other information relevant to the ITO and which a reasonable person would think may affect the Customer's decision whether to enter a Contract with the Supplier.

Clearly indicate the purpose of the additional information and which part of the offer the additional information relates to. Where the additional information relates to an earlier item in this Part C: ITO Response Schedule, the Supplier is to include a reference to the applicable section number. Keep the information brief and to the point.

The Customer is not required to consider any additional information that the Customer did not specifically request.

Supplier response to be limited to five (5) A4 pages (Arial 11 font)

## Schedule B – Alternative and Innovative offers

**Suppliers are only required to complete this Schedule if they are submitting more than one offer in response to this ITO.**

### 1. Alternative offers, innovation and improvements

The Customer welcomes proactive suggestions from the Supplier about innovations or improvements (e.g. to our own processes, workflows, supply chains, or specifications) that will benefit the Customer and meet the Customer's objectives. If the Supplier wishes to make an alternative offer, it must set out details of its alternative offer/suggested innovations or improvements in this Schedule (by answering the questions below) in addition to submitting a standard and conforming offer.

For the purpose of this Invitation Process:

- An **Alternative offer** is a second offer (or more) made by a Supplier in addition to its first or original offer. An Alternative offer may or may not also be an innovative offer.
- An **Innovative offer** is an offer that may not meet one or more of the mandatory requirements set out in the Evaluation section of Part A - ITO or within Part B - Contract Details, but the Supplier believes they should be considered because its unique characteristics provide substantial benefits to the Customer without compromising outcomes.

**Suppliers submitting an Alternative offer or Innovative offer are to:**

- **Submit each Alternative offer as a separate unique offer for each and every Alternative offer.**
- **Complete Part C: ITO Response schedules for each Alternative offer or Innovative offer.**

#### 1.1 Alternative offer (multiple offers)

- (a) Is the Supplier submitting more than one offer in response to this Invitation to Offer?

Yes       No

If Yes, how many offers is the Supplier submitting in total? Insert details

What number is this offer (1<sup>st</sup>, 2<sup>nd</sup> etc.)? Insert details



Supplier response to be limited to five (5) A4 pages (Arial 11 font)

- (a) Is the Supplier submitting an Innovative offer?

Yes       No

	If Yes, complete the response questions below or reference the attachment addressing the response questions.
(b) What is the Supplier's suggested innovation?	Insert details
(c) Outline which mandatory requirement this Innovative offer may not meet and how?	Insert details
(d) What are the benefits of the Innovative offer?	Insert details
(e) Explain how the Supplier's innovative offer delivers better value for money and/or better achieves the Customer's objectives?	Insert details
(f) Outline any assumptions on which the Supplier claims benefits are based?	Insert details
(g) Is there any other important information that the Customer should know about the Innovative offer?	Insert details

## 1. Checklist for Suppliers submitting an offer

Suppliers may use this checklist to assist with submitting a conforming offer. However, the list is not exhaustive and should not be relied upon as the sole quality check.

Question	Supplier Response
Has the Supplier provided a current Certificate of Currency for insurances required?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, a copy of certificates will be required prior to entering into any Contract.
Has the Supplier read and understood the ITO Conditions, as referenced in Part A: ITO – Attachment A?	<input checked="" type="checkbox"/> Yes
Has the Supplier read and understood the Comprehensive Contract Conditions provided in Part B: Contract Details?	<input type="checkbox"/> Yes
Has the Supplier signed their offer and acknowledged receipt of any Addendum issued by the Customer during the ITO Process on the 'Supplier submission of offer' page in Part C: ITO Response Schedules?	<input type="checkbox"/> Yes
Has the Supplier answered all questions and responded to all requirements in full, as applicable and specified in Part C: ITO Response Schedules, including any Attachments?	<input type="checkbox"/> Yes
Has the Supplier referred to the "How offers are to be submitted" section in Part A: ITO to ensure their response to the ITO is provided as requested?	<input type="checkbox"/> Yes
Has the Supplier completed the Local Benefits Test?	<input type="checkbox"/> Yes
Has the Supplier attached the completed Pricing Schedule?	<input type="checkbox"/> Yes
Has the Supplier completed the Master Delivery Schedule?	<input type="checkbox"/> Yes
Has the Supplier provided the Key Personnel forms and documents as required?	<input type="checkbox"/> Yes

## 2. Supplier execution of an offer

### Acknowledgements and certifications

The Supplier:

- (a) accepts the Invitation to Offer Conditions contained in Part A: ITO;
- (b) offers to enter into the Contract on the terms described in the Supplier's offer and the Invitation to Offer Conditions and acknowledges its offer is open for acceptance during the Offer Validity Period;
- (c) certifies that the Supplier has read, understands, and complies with all the requirements of this Invitation to Offer, including any changes made by the Customer and notified to the Supplier in accordance with the Invitation to Offer conditions;
- (d) represents that all the information contained in the Supplier's offer is complete, accurate, up to date and not misleading in any way;
- (e) acknowledges that the Customer will rely on the information contained in the Supplier's offer (including the warranties and declarations) when deciding whether or not to accept the Supplier's offer and that if the Customer accepts the Supplier's offer, the Customer will enter into a Contract relying on that information;
- (f) acknowledges that the Customer may suffer damage if any of the information in the Supplier's offer is incomplete, inaccurate, out of date or misleading in any way; and
- (g) acknowledges that all the Addenda (if any) are included in and form part of the Supplier's offer.

Addenda received?  Yes  No

If Yes, provide details of the Addenda received in the table below.

*Supplier is to repeat rows in the below table as required.*

Addendum Number	Addendum Title
<i>Supplier to insert Addendum no.</i>	<i>Supplier to insert Addendum Title</i>

## Execution of offer

Date: .....

**EXECUTED** for and on behalf of:

<<Insert name of Supplier>>

by its authorised representative, in the presence of:

.....  
Signature of witness

.....  
Name of witness (block letters)

.....  
Address

- ) Signature of an authorised representative
- ) By executing this offer, the signatory warrants that the signatory is duly authorised to submit this offer on behalf of the Supplier
- ) .....
- ) Name of authorised representative (block letters)
- ) .....
- ) Position of the authorised representative

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## Attachments

Document
<b>Part C - Attachment 1 – Pricing Response Schedule</b>
<b>Part C - Attachment 2 – Local Benefits Test</b>
<b>Part C - Attachment 3 – Master Delivery Schedule</b>

# TMR8023 - Supply of buses and the provision of maintenance services and parts

## Electronic Pricing Template (EPT)

September 2023

Version: Release Version 1.0

While TMR has taken care in the preparation of this document and the Electronic Pricing Template (EPT), TMR does not give any warranty or make any representations, expressed or implied, as to the completeness or accuracy of the information contained herein.

TMR makes no warranty or representation, and does not assume any duty of care to the Offeror that the information in this response form is accurate, suitable or complete, or that the information has been independently verified, and TMR accepts no responsibility whether arising from negligence or otherwise (except a liability that cannot lawfully be excluded) for any reliance placed upon this response form or for interpretations placed on the information by the Offeror.

TMR reserves the right to amend the response form, request additional information and/or issue an updated response form to the Offeror prior to the Closing Date.

**Queensland Government TMR8023 - Supply of buses and the provision of maintenance services and parts**  
**EPT Response Form for**

**SHEET: INSTRUCTIONS**

**Response Form Overview**

The Electronic Pricing Template (EPT) must be completed according to the below instructions to be considered a compliant response. The EPT is designed to allow:

- Offerors to bid for the various components of the contract payment in relation to its Offer.
- The Electronic Pricing Template should be completed in consideration of the payment mechanism included within the draft Contract.
- Offerors to present the State with costs to deliver the contracted supply of buses.
- The State to demonstrate that costs are reasonable and that the State (and community) is receiving value for money.

The information required in the EPT is solely related to the supply of buses to be provided under the draft Contract unless stated otherwise.

**General Instructions**

General conventions and other instructions to be followed in completing the EPT:

- The EPT comprises a series of input sheets and has limited calculations and formulae.
- All cells shaded in light yellow are input fields and should, where applicable, be completed. All other fields are protected and can not be changed.
- The Excel 'cut and paste' function can corrupt formulae and workbook links and should not be used when completing the response form. As an alternative the 'copy and paste values' function should be used while ensuring the formatting of input cells remains intact.
- The unit of measurement for each data input is clearly indicated in each sheet.
- All financial amounts must be entered as positive numbers unless otherwise stated.
- All financial amounts must be expressed as Australian Dollar (AU\$) amounts exclusive of GST, unless otherwise stated.
- All financial amounts must be entered as real dollars as at September 2023, unless otherwise stated.
- All bid components relate to the business structure, assets, and nature as at 1 September 2023.
- The Offeror will utilise the notes spaces provided in each of the worksheets to describe key items and other relevant factors within the Offer.

## INPUT WORKSHEETS

There are five sections of the EPT that require inputs:

- 1 Submission Details
- 2 Bus Supply Pricing
- 3 Maintenance Pricing
- 4 Spare Parts
- 5 Warranties

### 1 Sheet: Submission Details (INPUT Sheet)

The following information is required:

- Offeror details and contact information.
- Completion of the checklist once all sheets have been completed. This should include ensuring that appropriate notes are provided where inconsistencies have been identified.
- Electronic signature (or re-type name).

### 2 Sheet: Bus Supply Price (INPUT SHEET)

The Bus Supply Price sheets capture the Offerors bid for the supply of buses relating to the draft Bus Supply Agreement

- Multiple Bus Supply Price sheets have been provided to allow for the Supplier to present different cost options to TMR. At least one sheet must be completed for the Offer to be considered compliant. Where multiple sheets are completed TMR may select a combination of the Bus Supply Price Offers at its discretion.
- The Supplier must make it clear in either the notes section of the EPT, or in the body of their Offer response if certain Bus Supply Price Offers cannot be combined.
- Each Bus Supply Price worksheet that is completed must be supported with a quotation document as part of the submission - reference to the name of the specific document needs to be entered in to cell C5.

There are 4 sections to the Bus Supply Price Input worksheets:

- Vehicle Overview: Supplier must provide information relating to the Chassis Manufacturer, Chassis Model, and Body Builder for each Bus Supply Price Offer.

- **Pricing:** Supplier must provide a breakdown of the costs for each Bus Supply Price offer that match the attached supporting quotation.
- **Delivery:** Supplier must provide an indication of the number of vehicles of this specific chassis / body combination that can be delivered by 31 December 2024. This number is indicative, with the final Bus Supply Agreement containing the agreed build schedule.
- **Discounts:** Supplier must provide any bulk price discounts that would be applied to all procured units. This relevant discounted cost per bus will be the amount reflected in the final Bus Supply Agreement relative to the agreed order volume.

#### **Sheet: Bus Supply Price Summary (OUTPUT SHEET)**

The Bus Supply Price Summary is an Output Sheet only that consolidates all of the information that has been input in to the preceding five Bus Supply Price Worksheets.

#### **3 Sheet: Maintenance Price (INPUT SHEET)**

The Maintenance Price sheets capture the Offerors bid for the maintenance relating to the draft Maintenance and Service Agreement.

- Multiple Maintenance Price sheets have been provided to allow for the Supplier to present the different Maintenance costs associated with the Bus Supply Offers that have been submitted.

There are 3 sections to the Maintenance Price Input worksheets:

- **Vehicle Overview**  
Supplier must provide information relating to the Chassis Manufacturer, Chassis Model, and Body Builder so that it can be clearly understood which Maintenance Price relates to which Bus Supply Price Offer.
- **Technical Maintenance Plan (TMP) - including Labour Cost**  
Supplier must provide a breakdown the activities included within the Technical Maintenance Plan in the table provided, including the labour cost component.
- **Technical Maintenance Plan (TMP) - Parts**  
Supplier must provide a breakdown of the Parts consumed for each activity within the Technical Maintenance Plan including the units of measure, cost per unit, and total units consumed.

#### **4 Sheet: Spare Parts (INPUT SHEET)**

Supplier must provide a list of all Spare Parts, quantities, and price (excl GST) that will be held by the Supplier relating to the Maintenance and Service Agreement.

The final accepted Spare Parts list will be incorporated in to the Maintenance and Service Agreement within Schedule 2.

## **5 Sheet: Warranties (INPUT SHEET)**

The State has provided the minimum expected warranties for several aspects of the Buses being supplied.

Suppliers are required to confirmed the warranty period that has been included within their offer for these specific aspects, as well as any others.

Queensland Government TMR8023 - Supply of buses and the provision of maintenance services and parts  
EPT Response Form for

**SHEET: SUPPLIER DETAILS AND CHECKLIST**

**Supplier Details**

Supplier Name

[REDACTED]

**Supplier Contact:**

Name

Role

Company

Phone Number(s)

Fax Number

Email Address

Postal Address

**Checklist**

**Yes / No**

- 1 Have you completed all relevant sections of the Workbook?
- 2 Ensure that only input cells are completed (i.e. shaded cells)?
- 3 Ensure that all financial values are in real dollars as at September 2023?

[REDACTED]

- 4 Workbook submitted by

Name:

Title:

On behalf of:

Date:

Signed:

[REDACTED]

SHEET: BUS SUPPLY PRICING OFFER

Supporting quotation document reference title	
-----------------------------------------------	--

**Vehicle Overview**

Notes Ref

Chassis Manufacturer	
Chassis Model	
Body Builder	

**Pricing**

\$AUD - excl GST, Registration, and On-Road costs

Chassis Cost	
Body Builder Cost	
Fire Suppression	
Doors	
Rear Vision Mirrors	
Driver Compartments	
AC Heating and Ventilation	
Provision for DSAPT	
Passenger Information Display	
Advanced Driver Assistance System	
Other costs	
Total Cost excl GST, Registration, and on-road	\$0.00

**Delivery**

Indicative delivery capacity by 31 December 2024

**Bulk Volume Discounts**

Number of Units	Discount % (enter as a positive percentage)	Revised price per unit \$AUD - excl GST, Registration, and On-Road costs
1 unit	0.0%	\$0.00
2 - 5 units		\$0.00
6 - 10 units		\$0.00
11 - 20 units		\$0.00
21 - 50 units		\$0.00
51 - 100 units		\$0.00
101 - 150 units		\$0.00
151 - 200 units		\$0.00

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SHEET: BUS SUPPLY PRICING OFFER

Supporting quotation document reference title	
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**Vehicle Overview**

Notes Ref

Chassis Manufacturer	
Chassis Model	
Body Builder	

**Pricing**

\$AUD - excl GST, Registration, and On-Road costs

Chassis Cost	
Body Builder Cost	
Fire Suppression	
Doors	
Rear Vision Mirrors	
Driver Compartments	
AC Heating and Ventilation	
Provision for DSAPT	
Passenger Information Display	
Advanced Driver Assistance System	
Other costs	
Total Cost excl GST, Registration, and on-road	\$0.00

**Delivery**

Indicative delivery capacity by 31 December 2024

**Bulk Volume Discounts**

Number of Units	Discount % (enter as a positive percentage)	Revised price per unit \$AUD - excl GST, Registration, and On-Road costs
1 unit	0.0%	\$0.00
2 - 5 units		\$0.00
6 - 10 units		\$0.00
11 - 20 units		\$0.00
21 - 50 units		\$0.00
51 - 100 units		\$0.00
101 - 150 units		\$0.00
151 - 200 units		\$0.00

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SHEET: BUS SUPPLY PRICING OFFER

Supporting quotation document reference title	
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**Vehicle Overview**

Notes Ref

Chassis Manufacturer	
Chassis Model	
Body Builder	

**Pricing**

\$AUD - excl GST, Registration, and On-Road costs

Chassis Cost	
Body Builder Cost	
Fire Suppression	
Doors	
Rear Vision Mirrors	
Driver Compartments	
AC Heating and Ventilation	
Provision for DSAPT	
Passenger Information Display	
Advanced Driver Assistance System	
Other costs	
Total Cost excl GST, Registration, and on-road	\$0.00

**Delivery**

Indicative delivery capacity by 31 December 2024

**Bulk Volume Discounts**

Number of Units	Discount % (enter as a positive percentage)	Revised price per unit \$AUD - excl GST, Registration, and On-Road costs
1 unit	0.0%	\$0.00
2 - 5 units		\$0.00
6 - 10 units		\$0.00
11 - 20 units		\$0.00
21 - 50 units		\$0.00
51 - 100 units		\$0.00
101 - 150 units		\$0.00
151 - 200 units		\$0.00

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SHEET: BUS SUPPLY PRICING OFFER

Supporting quotation document reference title	
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**Vehicle Overview**

Notes Ref

Chassis Manufacturer	
Chassis Model	
Body Builder	

**Pricing**

\$AUD - excl GST, Registration, and On-Road costs

Chassis Cost	
Body Builder Cost	
Fire Suppression	
Doors	
Rear Vision Mirrors	
Driver Compartments	
AC Heating and Ventilation	
Provision for DSAPT	
Passenger Information Display	
Advanced Driver Assistance System	
Other costs	
Total Cost excl GST, Registration, and on-road	\$0.00

**Delivery**

Indicative delivery capacity by 31 December 2024

**Bulk Volume Discounts**

Number of Units	Discount % (enter as a positive percentage)	Revised price per unit \$AUD - excl GST, Registration, and On-Road costs
1 unit	0.0%	\$0.00
2 - 5 units		\$0.00
6 - 10 units		\$0.00
11 - 20 units		\$0.00
21 - 50 units		\$0.00
51 - 100 units		\$0.00
101 - 150 units		\$0.00
151 - 200 units		\$0.00

Notes:

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SHEET: BUS SUPPLY PRICING OFFER

Supporting quotation document reference title	
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**Vehicle Overview**

Notes Ref

Chassis Manufacturer	
Chassis Model	
Body Builder	

**Pricing**

\$AUD - excl GST, Registration, and On-Road costs

Chassis Cost	
Body Builder Cost	
Fire Suppression	
Doors	
Rear Vision Mirrors	
Driver Compartments	
AC Heating and Ventilation	
Provision for DSAPT	
Passenger Information Display	
Advanced Driver Assistance System	
Other costs	
Total Cost excl GST, Registration, and on-road	\$0.00

**Delivery**

Indicative delivery capacity by 31 December 2024

**Bulk Volume Discounts**

Number of Units	Discount % (enter as a positive percentage)	Revised price per unit \$AUD - excl GST, Registration, and On-Road costs
1 unit	0.0%	\$0.00
2 - 5 units		\$0.00
6 - 10 units		\$0.00
11 - 20 units		\$0.00
21 - 50 units		\$0.00
51 - 100 units		\$0.00
101 - 150 units		\$0.00
151 - 200 units		\$0.00

Notes:

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Queensland Government TMR8023 - Supply of buses and the provision of maintenance services and parts  
**PRICING TEMPLATE FOR**

**SHEET: FLEET PRICING OFFER**

	Bus Supply Price - 1	Bus Supply Price - 2	Bus Supply Price - 3	Bus Supply Price - 4	Bus Supply Price - 5
<b><u>Vehicle Overview</u></b>					
Chassis Manufacturer	0	0	0	0	0
Chassis Model	0	0	0	0	0
Body Builder	0	0	0	0	0
<b><u>Pricing</u></b>					
Total Cost excl GST, Registration, and on-road costs	\$0	\$0	\$0	\$0	\$0
<b><u>Delivery</u></b>					
Indicative delivery capacity by 31 December 2024	0	0	0	0	0
<b><u>Bulk Volume Discounts</u></b>					
Number of Units	Discount %				
1 unit	0%	0%	0%	0%	0%
2 - 5 units	0%	0%	0%	0%	0%
6 - 10 units	0%	0%	0%	0%	0%
11 - 20 units	0%	0%	0%	0%	0%
21 - 50 units	0%	0%	0%	0%	0%
51 - 100 units	0%	0%	0%	0%	0%
101 - 150 units	0%	0%	0%	0%	0%
151 - 200 units	0%	0%	0%	0%	0%
Number of Units	Revised price per unit				
1 unit	\$0	\$0	\$0	\$0	\$0
2 - 5 units	\$0	\$0	\$0	\$0	\$0
6 - 10 units	\$0	\$0	\$0	\$0	\$0
11 - 20 units	\$0	\$0	\$0	\$0	\$0
21 - 50 units	\$0	\$0	\$0	\$0	\$0
51 - 100 units	\$0	\$0	\$0	\$0	\$0
101 - 150 units	\$0	\$0	\$0	\$0	\$0
151 - 200 units	\$0	\$0	\$0	\$0	\$0

SHEET: MAINTENANCE PRICING OFFER

[Vehicle Overview](#)

		Notes Ref
<b>Chassis Manufacturer</b>		
<b>Chassis Model</b>		
<b>Drive Builder</b>		

Technical Maintenance Plan (TMP) - including Labour Costs

**\*Please note that the activities and information pre-populated in this table is for example purposes only.**

{Insert additional rows as required before the last row of the current table}

Technical Maintenance Plan (TMP) - Parts

Pice and consumption of Parts associated with the maintenance services performed pursuant to the Technical Maintenance Plan

[Insert additional rows as required before the last row of the current table]

Notes

**SHEET: MAINTENANCE PRICING OFFER**

Vehicle Overview

	Notes Ref
Chassis Manufacturer	
Chassis Model	
Body Builder	

Technical Maintenance Plan (TMP) - including Labour Costs

\*Please note that the activities and information pre-populated in this table is for example purposes only.  
[Insert additional rows as required before the last row of the current table]

{Insert additional rows as required before the last row of the current table}

[Technical Maintenance Plan \(TMP\) - Parts](#)

Price and consumption of Parts associated with the maintenance services performed pursuant to the Technical Maintenance Plan

{Insert additional rows as required before the last row of the current table}

Notes

SHEET: MAINTENANCE PRICING OFFER

[Vehicle Overview](#)

		Notes Ref
<b>Chassis Manufacturer</b>		
<b>Chassis Model</b>		
<b>Drive Builder</b>		

Technical Maintenance Plan (TMP) - including Labour Costs

**\*Please note that the activities and information pre-populated in this table is for example purposes only.**

{Insert additional rows as required before the last row of the current table}

Technical Maintenance Plan (TMP) - Parts

Pice and consumption of Parts associated with the maintenance services performed pursuant to the Technical Maintenance Plan

[Insert additional rows as required before the last row of the current table]

Notes

SHEET: MAINTENANCE PRICING OFFER

#### Vehicle Overview

		Notes Ref
<b>Chassis Manufacturer</b>		
<b>Chassis Model</b>		
<b>Drive Builder</b>		

Technical Maintenance Plan (TMP) - including Labour Costs

*\*Please note that the activities and information pre-populated in this table is for example purposes only.  
(Insert additional rows as required before the last row of the current table)*

Technical Maintenance Plan (TMP) - Parts

Rice and consumption of Parts associated with the maintenance services performed pursuant to the Technical Maintenance Plan

{Insert additional rows as required before the last row of the current table}

Notes

SHEET: MAINTENANCE PRICING OFFER

[Vehicle Overview](#)

		Notes Ref
<b>Chassis Manufacturer</b>		
<b>Chassis Model</b>		
<b>Drive Builder</b>		

Technical Maintenance Plan (TMP) - including Labour Costs

\*Please note that the activities and information pre-populated in this table is for example purposes only.  
[Insert additional rows as required before the last row of the current table]

{Insert additional rows as required before the last row of the current table}

Technical Maintenance Plan (TMP) - Parts

Price and consumption of Parts associated with the maintenance services performed pursuant to the Technical Maintenance Plan

{Insert additional rows as required before the last row of the current table}

Notes

- 1  
1  
1  
1  
1  
1

SHEET: SPARE PARTS

### Spare Parts Details

Supplier must provide a list of all Spare Parts, quantities, and price (excl GST) that will be held by the Supplier relating to the Maintenance and Service Agreement  
*{Insert additional rows as required before the last row of the current table}*

**Notes:**

SHEET: WARRANTIES

### Narranties Details

The State has provided the minimum expected warranties for several aspects of the Buses being supplied.

Suppliers are required to confirm the warranty period that has been included within their offer for these specific aspects, as well as including any additional aspects below.

### Notes:

**Instructions:**

Please complete each of the tabs and questions within each of the tabs.

For any questions or sections where no answer is provided it will be assumed the response is "0" or "N/A" (as applicable).

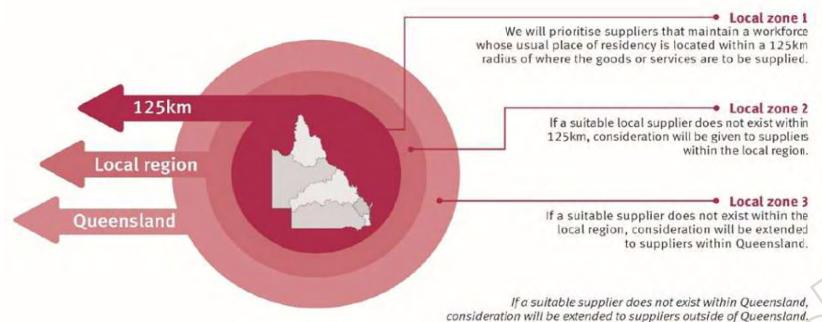
**Intent:**

Proposals should demonstrate a commitment to industry development through the continuous improvement of local benefits each year in a form which can be measured, reported and contractually binding.

**Local Content Zoning:**

Refer to figure below regarding definitions of Local Zones.

Source: [https://www.hpw.qld.gov.au/\\_\\_data/assets/pdf\\_file/0024/3795/localbenefitstest.pdf](https://www.hpw.qld.gov.au/__data/assets/pdf_file/0024/3795/localbenefitstest.pdf)



**Local Jobs**

Question	Zones	Supplier Response for Financial Year 1	Supplier Response for Financial Year 2	Supplier Response for Financial Year 3	Supplier Response for Financial Year 4
Question 1A: For each zone, please provide the number of local jobs supported by the procurement activity and proximity from their usual place of residency to the procurement activity for each zone.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 1B: For each zone, please provide details about the nature of the jobs supported by the procurement activity.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 1C: For each zone, please provide details about how you intend to support local employment opportunities.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 1D: For each zone, please provide detail as to how you will prioritise the use of local jobs in zones 1 to 3.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 1E: For each zone, please provide a 4-year implementation plan (with clear milestones which can be measured and reported) which shows how and when each job will be created and ongoing program to increase opportunities.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 1F: For each zone, please detail what rectification actions (and by who) will be taken to ensure that the target number of jobs in question 1A is achieved in accordance with the implementation plan.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>

**Local Contractors**

Question	Zones	Supplier Response for Financial Year 1	Supplier Response for Financial Year 2	Supplier Response for Financial Year 3	Supplier Response for Financial Year 4
Question 2A: For each zone, please provide detail of the value of the Proposal to be allocated to local contractors for each zone and detail how that value has been calculated.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 2B: For each zone, please provide details about the local contractors proposed to be used, including experience and capability.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 2C: For each zone, please detail as to how local contractors will be identified and the supply chain developed.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 2D: For each zone, please provide a 4 year implementation plan (with clear milestones which can be measured and reported) which shows how and when local contractors will be engaged and industry development is implemented.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 2E: For each zone, please detail what rectification actions (and by who) will be taken to ensure that the target number of local contractors in question 2A is achieved in accordance with the implementation plan.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>

**Locally Manufactured Goods**

Question	Zones	Supplier Response for Financial Year 1	Supplier Response for Financial Year 2	Supplier Response for Financial Year 3	Supplier Response for Financial Year 4
Question 3A: For each zone, please provide the value of the Proposal to be allocated to locally manufactured goods for each zone and detail how that value has been calculated.	Local Zone 1 – 125km Local Zone 2 – Local Region Local Zone 3 – Queensland Zone 4 – Outside Queensland	<insert details> <insert details> <insert details> <insert details>			
Question 3B: For each zone, please provide details of the locally manufactured goods proposed to be used, including any product details, technical specifications and warranties provided.	Local Zone 1 – 125km Local Zone 2 – Local Region Local Zone 3 – Queensland Zone 4 – Outside Queensland	<insert details> <insert details> <insert details> <insert details>			
Question 3C: For each zone, please outline approaches to prioritise the use of local materials / locally manufactured goods as part of the supply chain and timeframes for implementation.	Local Zone 1 – 125km Local Zone 2 – Local Region Local Zone 3 – Queensland Zone 4 – Outside Queensland	<insert details> <insert details> <insert details> <insert details>			
Question 3D: For each zone, please outline actions to support the development of ZEB-related industries to provide/support manufacturing capability.	Local Zone 1 – 125km Local Zone 2 – Local Region Local Zone 3 – Queensland Zone 4 – Outside Queensland	<insert details> <insert details> <insert details> <insert details>			
Question 3E: For each zone, please provide a 4-year implementation plan (with clear milestones which can be measured and reported) which shows how and when locally manufactured goods will be supplied.	Local Zone 1 – 125km Local Zone 2 – Local Region Local Zone 3 – Queensland Zone 4 – Outside Queensland	<insert details> <insert details> <insert details> <insert details>			
Question 3F: For each zone, please detail what rectification actions (and by whom) will be taken to ensure that the target quantum of locally manufactured goods in question 3A is achieved in accordance with the implementation plan.	Local Zone 1 – 125km Local Zone 2 – Local Region Local Zone 3 – Queensland Zone 4 – Outside Queensland	<insert details> <insert details> <insert details> <insert details>			

**Local Training**

Question	Zones	Supplier Response for Financial Year 1	Supplier Response for Financial Year 2	Supplier Response for Financial Year 3	Supplier Response for Financial Year 4
Question 4A: For each zone, please provide the number of local apprentices and trainees supported by the procurement activity for each zone.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 4B: For each zone, please provide details about how you intend to support workforce development to attract and retain local apprentices and trainees as part of your workforce.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 4C: For each zone, provide details of existing/proposed apprenticeship and trainee programs and how they are reviewed and updated to ensure quality training.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 4D: For each zone, provide details of trainers and supervisors of the proposed apprentices and trainees.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 4E: For each zone, please provide a 4 year implementation plan (with clear milestones which can be measured and reported) which shows how and when each job for an apprentice/trainee will be created and ongoing training program.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 4F: For each zone, please detail what rectification actions (and by whom) will be taken to ensure that the target number of apprentices/trainees in question 4A is achieved in accordance with the implementation plan.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>

Aboriginal and Torres Strait Islander jobs					
Question	Zones	Supplier Response for Financial Year 1	Supplier Response for Financial Year 2	Supplier Response for Financial Year 3	Supplier Response for Financial Year 4
Question 5A: For each zone, provide the number of local Aboriginal and Torres Strait Islander jobs supported by the procurement activity for each zone.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 5B: For each zone, please outline the approach to prioritise Aboriginal and Torres Strait Islander employment and business opportunities.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 5C: For each zone, please provide a 4-year implementation plan (with clear milestones which can be measured and reported) which shows how and when each job/business opportunity will be created and ongoing program to increase opportunities.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>
Question 5D: For each zone, please detail what rectification actions (and by who) will be taken to ensure that the target number of Aboriginal and Torres Strait Islander jobs in question 5A is achieved in accordance with the implementation plan.	Local Zone 1 – 125km	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 2 – Local Region	<insert details>	<insert details>	<insert details>	<insert details>
	Local Zone 3 – Queensland	<insert details>	<insert details>	<insert details>	<insert details>
	Zone 4 – Outside Queensland	<insert details>	<insert details>	<insert details>	<insert details>



MEMBERSHIP LEVEL	MEMO NO.	BLOCK PLANNING		ISSUE DATE 17/02/2022

OUR REF: TMR8023-AD001

# TMR8023 ITO ADDENDUM 001

Addendum Number:	001	Transport and Main Roads contact details	
Invitation Name:	Supply of Buses and the Provision of Maintenance Services and Parts	Contact Officer:	Procurement Officer
Invitation Number:	TMR8023	Email Address:	TMRRailReplacementBusProcurement@translink.com.au
Issue Date:	20 September 2023	Enquiries to be directed to the contact officer above	

**Note:** Responses to Offeror questions/clarifications will be available to all Offerors through addendums to ensure equal access to information. All Offeror questions/clarifications published in addendums are de-identified.

<b>No. 1</b>	<b>Question/Clarification:</b>  <u>Part B Attachment 1: Draft Bus Supply Agreement</u>  There are missing references due to a linking error at 12.1(a), 12.1(c)(ii), 22.1(d), Schedule 3 Definitions. Could you please update with reference numbers, particularly with the payment terms.
	<b>Response:</b>  The reference at 12.1(a) links to Schedule 3 in its entirety.  The reference at 12.1(c)(ii) links to Schedule 3 in its entirety.  The reference at 21.2(d) links Clause 29.1 (assume the reference to 22.1(d) in the original question is a typographical error)
<b>No. 2</b>	<b>Question/Clarification:</b>  <u>Part B Attachment 1: Draft Bus Supply Agreement</u>  Schedule 7 Quality Assurance Checklist – the embedded document is unable to be opened
	<b>Response:</b>  This has now been uploaded to QTenders as a separate document.
<b>No. 3</b>	<b>Question/Clarification:</b>  <u>Part B Attachment 1: Draft Bus Supply Agreement</u>  Schedule 13 TMW Policies and Plans – the embedded document is unable to be opened
	<b>Response:</b>  This has now been uploaded to QTenders as a separate document.

No. 4	<p><b>Question/Clarification:</b></p> <p><u>Part B Attachment 1: Draft Bus Supply Agreement</u></p> <p>Annexure A – the embedded document named Bus Facility Specification, as at 20 is unable to be opened</p> <p><b>Response:</b></p> <p>This has now been uploaded to QTenders as a separate document.</p>
No. 5	<p><b>Question/Clarification:</b></p> <p><u>Part B Attachment 2: Draft Maintenance and Services Agreement</u></p> <p>Payment Table 1 – Technical Maintenance Plan including Labour costs – In order to accurately populate this table, could you please advise the expected annual milage of the buses?</p> <p><b>Response:</b></p> <p>The final per vehicle mileage is unknown and heavily dependant upon deployment environments and utilisation, however it is reasonable that Offerors assume an average of 70,000km per annum per bus.</p>
No. 8	<p><b>Question/Clarification:</b></p> <p><u>Delivery Schedule</u></p> <p>Would TMR consider alternate offers that include deliveries of the volume over 12, 18 and 24 months? ie. Is the master delivery schedule negotiable?</p> <p><b>Response:</b></p> <p>TMR would not consider alternate offers that include deliveries of diesel buses during 2025, as diesel bus deliveries must be finalised by December 2024. TMR may consider alternate offers that propose delivery over a longer timeframe if buses proposed to be delivered in 2025 are Zero Emissions Buses.</p>
No. 9	<p><b>Question/Clarification:</b></p> <p><u>Delivery Schedule</u></p> <p>Would TMR consider recovering any delay to the commencement of the delivery schedule by adding any extra months required to the back end of the delivery schedule?</p> <p><b>Response:</b></p> <p>As per response to Question /Clarification No.8 above.</p>
No. 10	<p><b>Question/Clarification:</b></p> <p><u>Delivery Schedule</u></p> <p>The Premier Palaszczuk announced that 25% (50 buses) will be Battery Electric. Although not specified in the tender documentation, is this still the case? If so, could they be built in 2025 (calendar year), meeting then the ZEB Transition Policy and reducing the volume to be delivered within 2024?</p> <p><b>Response:</b></p>

	TMR may consider alternate offers that propose delivery over a longer timeframe if buses delivered in 2025 are Zero Emissions Buses. There is an opportunity in this tender to explore the ability of manufacturers to deliver a component of the 200 buses as Zero Emission Buses.
No. 11	<p><b>Question/Clarification:</b></p> <p><u>Delivery Schedule</u></p> <p><i>If extension of the delivery schedule is not possible, would TMR consider the overflow volume to be built by an interstate body builder in order to meet the volume and the delivery schedule?</i></p>
	<p><b>Response:</b></p> <p>It is a requirement of this tender as per Section 2.4 of Part A – Invitation to Offer and Sections 2.3 and 6.1(c) of Part C – ITO Supplier Response Schedule that the successful proponent utilise body builders with manufacturing facilities in Queensland.</p>
No. 12	<p><b>Question/Clarification:</b></p> <p><u>Payment Terms</u></p> <p><i>There is an error in the reference to the schedule so unable to see this detail.</i></p> <p><i>Given the Supplier and Body builder would be required to hold 90 days worth of stock at any given point, would TMR consider progress payments to support the volume builds and high inventory intended to be kept?</i></p>
	<p><b>Response:</b></p> <p>The errored reference in Schedule 3 of Part B – Draft Bus Supply Agreement refers to Schedule 3 in its entirety.</p> <p>It is a requirement that the Offer submitted to TMR be financially sustainable. Offerors may propose a departure to the payment terms if/as deemed necessary for TMR consideration.</p>
No. 13	<p><b>Question/Clarification:</b></p> <p><i>Please provide specifics of the Quality Assurance Checklist referred to in clause 14.1 of the Bus Supply Agreement, Schedule 7.</i></p>
	<p><b>Response:</b></p> <p>This has now been uploaded to QTenders as a separate document.</p>
No. 14	<p><b>Question/Clarification:</b></p> <p><i>Please provide specifics of the Quality Assurance Checklist referred to in clause 14.1 of the Bus Supply Agreement, Schedule 7.</i></p>
	<p><b>Response:</b></p> <p>This has now been uploaded to QTenders as a separate document.</p>

## TransLink - TMR Condition Assessment Checklist

Rigid City Bus

### TMR Pre Delivery Checklist

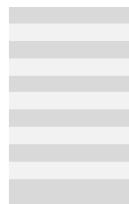
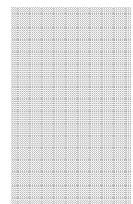
VEHICLE DETAIL	DESCRIPTION	QUALITY FAULT QTY UNDERSIDE OF VEHICLE	QUALITY FAULT QTY EXTERIOR OF VEHICLE	QUALITY FAULT QTY INTERIOR OF VEHICLE	QUALITY FAULT QTY ROAD TEST OF VEHICLE
MANUFACTURER TMR NOMINATED BUS OPERATOR BUS MAKE / MODEL TMR FLEET NUMBER BODY NUMBER VIN NUMBER DATE OF INITIAL INSPECTION DATE OF RE-INSPECTION (if required) INSPECTED BY C/O TMR INSPECTED BY C/O TMR SUPPLIER QA OFFICER BUS OPERATOR REPRESENTATIVE	NOTICE OF ACCEPTANCE SENT TO SUPPLIER  DATE XX/XX/XX	STAMP			INSPECTION QUALITY KEY CODE FAULT TYPE FAULT COLOUR CODE NO FAULT GREEN MINOR FAULT YELLOW MAJOR FAULT RED N/A
CHASSIS PRE DELIVERY COMPLETED/SIGNED OFF BODY BUILD SHEET COMPLETED/SIGNED OFF ADR CERTIFICATION REPORT COMPLETED/SIGNED OFF DSAP/T CERTIFICATION COMPLETED/SIGNED OFF DOOR CERTIFICATION COMPLETED/SIGNED OFF AIR CONDITIONING PRE DELIVERY COMPLETED/SIGNED OFF MULTIPLEX COMPLIANCE COMPLETED/SIGNED OFF CCTV CERTIFICATION COMPLETED/SIGNED OFF CHASSIS SARN PLATE FITTED ADR COMPLIANCE PLATE FITTED BODY ACCESS KEYS TO ALL DOORS AND LOCKERS IGNITION KEY CHASSIS WHEEL ALIGNMENT DOCUMENTATION WEIGHBRIDGE CERTIFICATE REGISTRATION DOCUMENTATION NUMBER PLATES FITTED SEATING AND STANDING CAPACITY 703 FORM TYRE SIZE AND QUANTITY CHECKED ASSET PHOTO GALLERY COMPLETED ASSET REGISTER CONTEXT – UPDATE DETAILS TELEMATICS SERIAL NUMBER & DATA CHECK: COMPLETED/SIGNED OFF ONE BATTERY CHARGE (20% to 100%) COMPLETED/SIGNED OFF (where relevant) FIRE SUPPRESSION SYSTEM - COMMISSIONING PAPERWORK ZF - PRE DELIVERY COMPLETED/SIGNED OFF					
UNDER BODY	ALL ELECTRICAL CABLES SECURE AND PROTECTED ALL AIR LINES SECURE AND PROTECTED HEATER HOSES SECURE AND PROTECTED POWER STEERING PIPES SECURE AND PROTECTED VINYL FLOORING TO FRAMES JOINTS SEALED				
1.06	SERVICE HOLES IN FLOOR SEALED				
1.07	ALL CHASSIS AND FRAME COMPONENTS PAINTED WHERE REQUIRED,				
1.08	COVERAGE OF UNDER BODY SEALER WHERE REQUIRED.				
1.09	ALL ENGINE COVERS AND PROTECTION PLATES FITTED AS REQUIRED				
TRADITIONAL ENGINE/MOTOR BAY	AIR PIPES HOSES OR JOINTS FOULING OTHER COMPONENTS AIR LEAKS OIL LEAKS AIR CLEANER AND INTAKE SYSTEM CLEAR AND SECURE ENCAPSULATION PANELS OIL FILLER PIPE HYDRAULIC OIL TANK LEVEL AND DECAL FUEL LEAKS OIL LEAKS ALTERNATOR DRIVE BELTS SECURE OTHER DRIVE BELTS SECURE				
2.01	Coolant Level Coolant Leaks All Mountings, Fittings, Pipes, Hoses Secure Fan Oil/Debris Within Cowling Hydraulic Fan System General - Cooling				
3.01					
3.02					
3.03					
3.04					
3.05					
3.06					
AIR CONDITIONING	A/C FUNCTIONING A/C CONTROLS BOTH DASH MOUNTED AND DUCT MOUNTED A/C SALOON TEMPERATURE A/C MOUNT A/C NOISE LEVEL A/C PIPES/HOSES SECURE AND NOT FOULING OTHER COMPONENTS A/C PIPES CORRECTLY SEALED THROUGH THE BODY FITMENT OF HEATER BOX AND KPEX GENERAL - AIR CONDITIONING - UNIT TYPE / SERIAL NUMBER A/C BELT ALIGNMENT				
4.01					
4.02					
4.03					
4.04					
4.05					
4.06					
4.07					
4.08					
4.09					
4.1					
FUEL SYSTEM	ACCESS TO FUEL TANK FILLER FUEL TANK AND STRAPS SECURE				
5.01					
5.02					

5.03	FUEL SPILL PANEL				
5.04	FUEL GAUGE - OPERATION				
5.05	FUEL TANK BREATHER				
5.06	FUEL TANK LEVEL				
5.07	GENERAL - FUEL TANK				
<b>BRAKES</b>					
6.01	FOOTBRAKE OPERATION				
6.02	PARK BRAKE OPERATION				
6.03	REAR DOOR BRAKE INTERLOCK				
6.04	FRONT DOOR BRAKE INTERLOCK				
6.05	BRAKE SYSTEM AIR LEAKS				
6.06	HANDBRAKE WARNING SYSTEM				
6.07	CABIN DOOR ALARM				
6.08	GENERAL - BRAKE FUNCTION AND OPERATION				
<b>TRANSMISSION IF APPLICABLE</b>					
7.01	AUTOMATIC TRANSMISSION - SHIFT QUALITY				
7.02	AUTOMATIC TRANSMISSION - UP SHIFT				
7.03	AUTOMATIC TRANSMISSION - DOWN SHIFT				
7.04	ZF WEDLING DECALS				
7.05	AUTOMATIC TRANSMISSION - RETARDER DASH DISPLAY				
7.06	AUTOMATIC TRANSMISSION - RETARDER OPERATION				
7.07	AUTOMATIC TRANSMISSION - BRAKE PEDAL FUNCTION WITH RETARDER.				
7.08	AUTOMATIC TRANSMISSION - RETARDER ON/OFF SWITCH				
7.09	GENERAL - AUTOMATIC TRANSMISSION				
7.10	REAR AXLE - DIFFERENTIAL				
7.11	REAR AXLE - DRIVE SHAFT				
7.12	REAR AXLE - WHEELS AND TYRES				
7.13	REAR AXLE NOISE LEVEL				
7.14	ZF WARNING DECALS INSTALLED				
<b>SUSPENSION AND STEERING</b>					
8.01	FERRY LIFT OPERATION				
8.02	KNEELING OPERATION				
8.03	KNEELING WITH DOORS OPEN AND CLOSED				
8.04	CORRECT AIR BAG HEIGHT				
8.05	AIR LEAKS - SUSPENSION				
8.06	GENERAL - SUSPENSION				
8.07	STEERING - OPERATION				
8.08	STEERING - CLEARANCES				
8.09	STEERING - FRONT AXLE				
8.10	STEERING - LINKAGES AND PIVOT ARMS				
8.11	GENERAL - STEERING				
<b>CHASSIS LUBRICANTS</b>					
9.01	ALL GREASING POINTS LUBRICATED.				
<b>WINDOWS EXTERIOR</b>					
10.01	NEARSIDE SALOON WINDOWS - CLEAN AND SCRATCH FREE				
10.02	OFFSIDE SALOON WINDOWS - CLEAN AND SCRATCH FREE				
10.03	WINDSCREEN AND PEEP GLASS - CLEAN AND SCRATCH FREE				
10.04	REAR WINDOW - CLEAN AND SCRATCH FREE				
10.05	REAR DESTO - CLEAN AND SCRATCH FREE				
10.06	FRONT DESTO - CLEAN AND SCRATCH FREE				
10.07	ALL WINDOWS - BACKFILL				
<b>MIRRORS</b>					
11.01	NEARSIDE MIRROR - POSITION AND OPERATION				
11.02	OFFSIDE MIRROR - POSITION AND OPERATION				
11.03	INTERNAL MIRROR POSITION AND OPERATION				
11.04	INTERNAL CAMERA MONITORS COMMISSIONED AND OPERATIONAL				
<b>WINDSCREEN, WIPERS AND WASHERS</b>					
12.01	WIPER FUNCTION - PARK - INTERMITTENT - NORMAL - FAST				
12.02	WASHER FUNCTION				
12.03	WASHER BOTTLE FULL				
<b>EXTERIOR LIGHTING</b>					
13.01	ALL EXTERIOR LIGHTS OPERATIONAL				
13.02	EXTERIOR DOOR LIGHTS OPERATIONAL				
13.03	AUTOMATIC CHECK FUNCTION FITTED				
13.04	REVERSE BUZZER OPERATES				
<b>INTERIOR LIGHTING</b>					
14.01	SALOON LIGHTS - OPERATIONAL				
14.02	DRIVERS CAB LIGHT - OPERATIONAL				
14.03	DRIVERS TICKETING LIGHT - OPERATIONAL				
14.04	STEP LIGHTS - OPERATION				
14.05	BUS STOPPING LIGHT				
14.06	SCHOOL BUS LIGHTS FUNCTIONAL				
<b>SALOON INTERIOR</b>					
15.01	CEILING HANDAILS SECURE				
15.02	ALL STANCHIONS TO SEATS SECURE				
15.03	MODESTIES CORRECTLY MOUNTED AND SECURE				
15.04	STANDEE STRAPS SECURE				
15.05	NEARSIDE LUGGAGE RACK SECURE				
15.06	OFFSIDE LUGGAGE RACK SECURE				
15.07	WELLED UP SEAT/JOINTS				
15.08	ALUMINIUM STEP EDGING AND INSERT				
15.09	WHEELCHAIR AND NO STANDING LETTERING				
15.1	FLOOR TRAPS				
15.11	FLOOR COVER PLATES				
15.12	SALOON SEATS				
15.13	SEAT FRAMES SECURE				
15.14	SEAT CUSHIONS SECURE AND CLEAN				
15.15	SEAT SQUABS SECURE AND CLEAN				
15.16	DISABLED SEATS SECURE AND CLEAN				
15.17	5 PASSENGER SEATS SECURE AND CLEAN				
15.18	DRIVERS' DOOR AND SCREEN - SECURE				
15.19	AUTOMATIC TICKETING SYSTEM INSTALLED AND TESTED				
15.2	ELECTRICAL CENTRE - FINISH				
15.21	ELECTRICAL CENTRE ABOVE DRIVER - FINISH				
15.22	PASSENGER BELL/PULL CORD OPERATION				
15.23	EMERGENCY HAMMERS - FUNCTIONING				
15.24	INTERIOR PANELS				
15.25	PASSENGER INFORMATION DISPLAY COMMISSIONED AND OPERATIONAL				
<b>DRIVER'S COMPARTMENT</b>					

18.01	DRIVER'S SEAT MOUNTINGS BELT AND CONTROLS			
18.02	DRIVER'S BLINDS - SECURE AND FUNCTIONING			
18.03	SECURITY OF SWITCHES AND CONTROLS			
18.04	LABELLING OF ALL SWITCHES AND CONTROLS			
18.05	OPERATION OF ALL SWITCHES AND CONTROLS			
18.06	FIRE EXTINGUISHER – SECURE			
18.07	STEERING COLUMN ADJUSTMENT			
18.08	INSTRUMENTS DASH DISPLAY			
<b>EXHAUST</b>				
19.01	MUFFLER, EXHAUST PIPES AND FLEXIBLE SECTIONS SECURE			
19.02	ADEQUATE CLEARANCE AROUND ALL EXHAUST COMPONENTS			
19.03	HEAT SHIELDS AND INSULATION FITTED			
19.04	NO LEAKS OR RATTLES			
<b>CHASSIS ELECTRICS LV AND HV &amp; CHARGE ACCESS PORT</b>				
20.01	BATTERY CRADLE SECURE - OPERATION			
20.02	BATTERY CRADLE – LOCKING DEVICE - OPERATION			
20.03	BATTERIES SECURE			
20.04	ALL BATTERY LEADS SECURE			
20.05	BATTERY BOOST PLUG SECURELY MOUNTED			
20.06	BATTERY COVER FITTED			
20.07	BATTERY MANUAL MASTER SWITCH			
20.08	CHARGER ACCESS PORT FLAPS OPERATIONAL BOTH SIDES (WHERE RELEVANT)			
20.09	CHARGER ACCESS AREA SAFETY SENSOR OPERATIONAL (WHERE RELEVANT)			
20.10	CHARGER ACCESS AREA LIGHT OPERATIONAL (WHERE RELEVANT)			
20.11	CCS2 CHARGER PINS CONDITION CHECK (WHERE RELEVANT)			
20.12	CCS2 DUST COVERS SECURED TO THE VEHICLE (WHERE RELEVANT)			
20.13	HV CABLE RUN SECURED TO CHASSIS			
<b>PANEL, PAINT AND EXTERIOR</b>				
21.01	BLISTERING - FORMATION OF BUBBLES-LIKE SHAPES ON THE SURFACE			
21.02	BLOOMING - FORMATION OF DUL PATCHES ON THE SURFACE			
21.03	FADING - GRADUAL LOSS OF COLOUR FROM THE SURFACE			
21.04	FLAKING - PAINT FILM IS NOT STICKED PROPERLY WITH THE SURFACE			
21.05	RUNNING - RUN IN PAINT WHEN APPLIED TO INCLINED SURFACE			
21.06	ORANGE PEEL - PEBBLED, UNEVEN SURFACE OF THE PAINT FILM			
21.07	CRACKING - FORMATION OF CRACKS IN THE SURFACE			
21.08	OVER SPRAY - PAINT OVERSPRAY ON NON PAINTED SURFACE			
21.09	LIVERY INSTALLED AS PER TMR REQUIREMENTS			
<b>ACCESS DOORS - EXTERIOR</b>				
22.01	REAR ENGINE DOOR - ALIGNED AND FINISHED			
22.02	NEARSIDE ENGINE DOOR - ALIGNED AND FINISHED			
22.03	OFFSIDE ENGINE DOOR - ALIGNED AND FINISHED			
22.04	NEARSIDE FUEL TANK DOOR - ALIGNED AND FINISHED			
22.05	OFFSIDE FUEL TANK DOOR - ALIGNED AND FINISHED			
22.06	BATTERY DOOR - ALIGNED AND FINISHED			
22.07	ALL PINCH WELD FITTED AND SECURE			
22.08	ALL BUDGET LOCKS FITTED AND OPERATIONAL			
22.09	ALL GAS STAYS SECURE AND OPERATIONAL			
<b>BUS EXTERIOR</b>				
23.01	ENGINE BAY LIGHTS – OPERATION			
23.02	REAR ENGINE DOOR SAFETY SWITCH			
23.03	ACCESSORIES – EXTERIOR			
23.04	CHECK RECOVERY COUPLING			
23.05	CONDITION WHEEL RIMS			
23.06	FRONT WHEEL TRIMS FITTED			
23.07	EXTERIOR CHASSIS			
<b>RADIO AND CCTV</b>				
24.01	2-WAY INSTALLATION - FINISH			
24.02	2-WAY INSTALLATION - COMMISSIONED			
24.03	CCTV INSTALLATION - FINISH			
24.04	CCTV INSTALLATION - COMMISSIONED			
24.05	CCTV MONITORS			
<b>SIGNAGE</b>				
25.01	SUPPLY AND FIT / WIRING DIAGRAMS			
25.02	SIGNAGE AND DECALS			
25.03	SIGNAGE AS PER CUSTOMER SPECIFICATIONS			
25.04	DECALS AS PER CUSTOMER SPECIFICATIONS			
<b>DETAILING</b>				
25.01	BUS CLEANLINESS - INTERIOR			
25.02	BUS CLEANLINESS - EXTERIOR			
<b>ROAD TEST</b>				
27.01	DCPA/TURE CHECK - BRING A/C SALOON TO OPERATING TEMPERATURE			
27.02	RECORD: ROAD CONDITION DRY / WET / OTHER			
27.03	RECORD: TRAFFIC CONDITIONS LIGHT/ AVERAGE/ HEAVY			
27.04	RECORD: AMBIENT TEMPERATURE			
27.05	RECORD: TIME OUT			
27.06	RECORD: TIME IN			
27.07	RECORD: SALOON AUDIBLE READING. DRIVERS AREA / TT/ REAR SEAT			
27.08	CHECK FRONT SALOON DOOR OPERATION RTA 155+			
27.09	CHECK REAR SALOON DOOR OPERATION RTA 155+			
27.1	CHECK VOICE OVER - HANDBRAKE			
27.11	CHECK VOICE OVER - DRIVER'S DOOR AJAR			
27.12	CHECK VOICE OVER - EMERGENCY HAMMER			
27.13	CHECK DDA RAMP OPERATION			
27.14	CHECK OPERATION OF DRIVER'S SEAT			
27.15	CHECK OPERATION OF STEERING WHEEL ADJUSTMENT			
27.16	CHECK NEUTRAL START FUNCTION			

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CHECK HAND BRAKE - APPLY AND ATTEMPT TO DRIVE OFF  
CHECK FOOT BRAKE OPERATION - UNDER HARSH BRAKE APPLICATION  
CHECK DOOR BRAKE - FRONT SALOON DOOR  
CHECK DOOR BRAKE - REAR SALOON DOOR  
CHECK INTERNAL EXHAUST PIPE TEMPERATURE  
CHECK ALL INSTRUMENT READINGS AND ICON ALARMS  
CHECK VEHICLE START FROM ENGINE BAY  
CHECK VEHICLE STOP FROM ENGINE BAY  
CHECK GEAR SHIFT - NON SELECT WITHOUT ENGAGING NEUTRAL FIRST  
CHECK GEAR SHIFT - NON SELECT WITHOUT ENGAGING FOOT BRAKE  
AVAS STATIONARY TEST COMPLETED (WHERE RELEVANT)



Released under RTI - DTM/R

# Queensland Government Supplier Code of Conduct 2023

The Queensland Government wants to do business with ethical, environmentally and socially responsible suppliers.

The Queensland Government Supplier Code of Conduct 2023 (Code) sets out the expectations that government has of businesses that want to sell their goods or services to the government, and outlines what constitutes a responsible supplier.

It enhances our commitment to help Queenslanders prosper and support genuine local businesses by outlining clear standards and expectations.

## 1. Application

This Code replaces the previously existing Queensland Government Supplier Code of Conduct and applies to all procurement activities regardless of their value from 1 June 2023.

The Queensland Government reserves the right to do business with suppliers which demonstrate compliance with this Code. This is reflected in procurement terms and conditions.

Suppliers are expected to proactively self-assess compliance and take action to remedy any shortcomings.

Suppliers with queries on how the Code is applied in any procurement activity should contact the procuring agency concerned.

Breaches of contractual, policy and legal obligations may result in penalties under the Ethical Supplier Mandate.

## 2. Compliance with relevant legislation

In addition to any specific items mentioned elsewhere within this Code, you must comply with all relevant legislation and standards.

## 3. Ethical expectations

Our procurement is conducted in an environment of integrity, probity and accountability. We are committed to the highest ethical standards and expect our suppliers to commit to the same.

You can show this by doing the following:

### 3.1 Meeting the Ethical Supplier Threshold

You must comply with the Ethical Supplier Threshold, as described within the Queensland Procurement Policy 2023.

### 3.2 Managing conflicts of interest

You must ensure that all conflicts of interest (whether actual, reasonably perceived or that could arise in future) are disclosed as soon as possible. This disclosure must occur during all stages of the procurement process when a conflict of interest arises, including when selecting suppliers (e.g., conducting a tender process). In addition, suppliers should submit a copy of their conflicts of interest policy where they have one.

### 3.3 Demonstrating high standards of conduct

You must ensure that your business' behaviour is beyond reproach. You must not engage in fraudulent or corrupt activities including, for example, bribery or money laundering, or act in any manner which, by association, brings the government into disrepute.

### 3.4 Handling information

A diligent and practical approach must be taken to ensure sensitive information is appropriately managed in line with confidentiality agreements and any policies.

### 3.5 Not engaging in inappropriate supply market behaviours

You should encourage innovation and competition and must not act in a manner which involves a misuse of your market power or would be otherwise improper (e.g., collusive arrangements). This includes not procuring or selling dumped goods.

### 3.6 Acting properly toward government officers

You are expected to respect the ethical and code of conduct requirements that our employees need to meet, and not engage in actions which run counter to these obligations. You must not try to influence decision making through the use of inducements (e.g., offering gifts and benefits). Your conduct should recognise the expected integrity and accountability of our employees.

### 3.7 Model good business practices

Your business should be conducted in a way that shows best practice corporate management. This includes promoting a collaborative relationship where buyer and supplier work together to resolve issues in a timely and respectful manner. This helps to avoid contractual disputes and promotes good working relationships.



Queensland  
Government

### **3.8 Sub-contractor payment terms**

We want to do business with suppliers that offer payment terms to sub-contractors that are no less favourable than those provided to you by the Queensland Government (unless otherwise mutually agreed with the sub-contractor). This also includes meeting project bank account requirements under the *Building Industry Fairness (Security of Payment) Act 2017* where applicable.

### **3.9 Meeting required standards**

The goods and services provided should meet relevant compliance requirements and the Australian Standard (or an international standard in the absence of an Australian Standard) where specified. For building and construction this also includes using conforming products and materials.

## **4. Social expectations**

We want to do business with suppliers who support the welfare of their employees and the broader community. You can show this by doing the following:

### **4.1 Managing workplace health and safety**

As well as complying with all workplace health and safety laws and regulations, you should also regularly manage and review workplace hazards and provide any required training to your employees. This includes proactively engaging with employees, industry bodies and unions.

### **4.2 Acting to stop domestic and family violence**

The Queensland Government is committed to ending domestic and family violence. We ask that you support this by implementing appropriate initiatives within your business, such as having a stated zero tolerance approach to domestic and family violence or having a workplace domestic and family violence policy in place.

### **4.3 Treating employees fairly**

You must respect every worker's workplace rights and entitlements and ensure compliance with all relevant workplace laws, regulations and instruments. This includes properly paying employees, giving them their entitlements, not discriminating unlawfully, and committing to workplaces free of harassment. This includes recognising the right of employees to be members of trade unions.

### **4.4 Acting against human rights exploitation in the supply chain, including addressing modern slavery risks**

You must make all reasonable efforts to ensure that businesses within your supply chain are not benefiting from, engaged in or complicit with, human rights exploitations such as forced or child labour, coercion, or any type of modern slavery practice as defined in the *Modern Slavery Act 2018* (Cth). This includes conducting appropriate risk assessments and managing identified risks in vulnerable industries (such as textiles, clothing and footwear), and where relevant, establishing policies and practices that address supply chain risks of modern slavery and other human rights exploitation.

### **4.5 Ensuring workplace diversity**

We want to enhance workplace diversity. We value businesses that have policies and practices in place to encourage diversity and ensure equal employment opportunity for all people.

This includes embracing social benefit opportunities such as training and employment opportunities for disadvantaged and marginalised jobseekers.

### **4.6 Providing quality, secure local jobs**

We value suppliers who provide quality, secure local jobs. These jobs provide:

- employment where people live
- permanency of employment
- certainty of hours

- fair wages and conditions
- superannuation and workers compensation
- genuine respect for the rights of workers to collectively bargain.

### **4.7 Complying with animal welfare legislation**

Where you are a person in charge of animals used to produce food and beverages provided to Queensland Government, you must comply with relevant animal welfare legislation (including the *Animal Care and Protection Act 2001* and regulations), related codes, standards, and guidelines at a minimum, regarding those animals.

## **5. Environmental expectations**

We want to procure in a way that also protects and advances environmental priorities. You can show this by doing the following:

### **5.1 Enhancing environmental sustainability**

We want you to look for opportunities to improve environmental outcomes. Things you can do include, but are not limited to:

- waste minimisation and recycling
- reducing and/or offsetting carbon emissions
- using solar or other renewable energy where possible
- reducing the use of energy, water or other resources
- reducing the use of hazardous and toxic substances, and ensuring their correct disposal
- minimising packaging.

## **6. How to deal with suspected breaches of the code**

Concerns should be directed to the government agency undertaking the procurement (i.e. the agency which has the contract with the supplier concerned).

Alternatively, concerns can be raised with the QGP Compliance Branch. You can contact this branch by:

- <https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/procurement-complaint>
- Email: [QPPCompliance@epw.qld.gov.au](mailto:QPPCompliance@epw.qld.gov.au) or
- Free call: 1300 10 50 30.

Any concerns regarding illegal activity or corruption in procurement should be immediately referred to either the Queensland Police Service, Australian Federal Police or the Crime and Corruption Commission. Concerns regarding breaches of regulation should be referred to the relevant regulatory body.

The expectations of the Code will assist in avoiding breaches of the QPP (which may incur demerits and/or a sanction).

### **Further information**

- ✉ [betterprocurement@epw.qld.gov.au](mailto:betterprocurement@epw.qld.gov.au)
- ☎ 13 QGOV (13 7468)
- 🌐 [qld.gov.au/buyqueensland](http://qld.gov.au/buyqueensland)

## 1 DIESEL BUS SPECIFICATION

SECTION	SPECIFICATION DESCRIPTION	FURTHER DESCRIPTION
SECTION 1.2 - VEHICLE COMPLIANCE	ADR, DDA & DSAPT	TOP SPEED 85-100 KMPH
SECTION 1.3 - OPERATING REQUIREMENTS & PERFORMANCE	CONSUMPTION AVERAGE LESS THAN 44 LITRES/100KM	
SECTION 1.4 - VEHICLE DIMENSIONS	LENGTH EQUAL TO OR LESS THAN - 12.5M WIDTH EQUAL TO OR LESS THAN - 2.5M HEIGHT LESS THAN - 3.5M TOTAL GVM LESS THAN 3500 KG	
SECTION 1.5 - VEHICLE LAYOUT	TMR PREFERRED LAYOUT	APPENDIX 1 - VEHICLE LAYOUT
SECTION 2.1 - CHASSIS GENERAL	LOW FLOOR CITY CHASSIS	APPENDIX 10 - TMR DIESEL DATA REQUIREMENT
SECTION 2.2 - DIESEL DATA REQUIREMENTS	TMR PREFERRED LAYOUT	O/S RADIATOR AND INTERCOOLER POSITION PREFERRED
SECTION 2.3 - DIESEL PIPING & HARNESSSES	FLUID COOLED - PRESSURISED COOLING SYSTEM	6 CYLINDER - MIN 320HP, 1200NM TORQUE @ 1050-1600 RPM
SECTION 2.6 - COOLING SYSTEM	MINIMUM 7.7 LITRE ENGINE	INTEGRATED HYDRAULIC RETARDER & AIS
SECTION 2.8 - ENGINE, TRANSMISSION & DIFFERENTIAL	ZF 6 SPEED AUTOMATIC TRANSMISSION*	PREFERRED RATIO 5.63:1
SECTION 2.10 - FUEL & ADDITIVE TANK (S)	LIGHT WEIGHT - SINGLE REDUCTION TAPERED HYPOID GEAR	STAINLESS STEEL EXTERIOR DRIP PANELS
SECTION 2.11 - EXHAUST SYSTEM	270 LITRE DIESEL / 30 LITRES AD BLUE	DIESEL PARTICULATE FILTER (DPF)
SECTION 2.12 - EMISSIONS STANDARD	ONE BOX MUFFLER DESIGN	
SECTION 2.13 - STEERING	SELECTIVE CATALYTIC REDUCTION (SCR)	
SECTION 2.14 - AIR SYSTEM	EURO VI	
SECTION 2.15 - BRAKING SYSTEM	ELECTRIC DRIVEN HYDRAULIC	
SECTION 2.17 - SUSPENSION	COMPRESSED AIR SYSTEM	
SECTION 2.18 - WHEELS & TYRES	DISC BRAKES , EBBS, ABS, ASR	
SECTION 2.19 - INSTRUMENTS & CONTROLS	AIR BELLows FRONT AND REAR	
SECTION 2.20 - ELECTRICAL SYSTEM	STEEL RIMS	
SECTION 2.21 - CORROSION PROTECTION	MOTOR MANUAL KEY START, DIGITAL DASHBOARD	
SECTION 3.1 - BODY - GENERAL	24V DC SYSTEM , CAN , MULTIPLEX SYSTEM	
SECTION 3.3 - FIRE MITIGATION AND PROTECTION SYSTEM	WATER BASED UNDERBODY PROTECTION	
SECTION 3.5 - ELECTRICAL SYSTEMS	LOW FLOOR CITY BUS BODY	
SECTION 3.6 - ELECTRONIC TICKETING SYSTEMS	KLIENFIRE FIRE SUPPRESSION - PMARK*	
SECTION 3.7 - BUS LIVERY	MULTIPLEX	
SECTION 3.8 - INTERIOR DECALS AND EXTERNAL LOGOS	TO SUIT TMR SMART TICKETING SYSTEM	
SECTION 3.9 - FLOOR, STEPS AND FLOOR EDGES	TRANSLINK LIVERY DESIGN VERSION 3	
SECTION 3.10 - PASSENGER DOORS	ADR, DSAPT	
SECTION 3.11 - GLAZING	COMPOSITE FLOOR	
SECTION 3.12 - WINDSCREEN WIPERS & WASHERS	TARABUS GAYAWOOD NT - YELLOWSTONE 4521*	
SECTION 3.14 - HANDRAILS, STANCHIONS & BELL PRESS	VENTURA - TWIN GLIDE ENTRANCE AND EXIT DOORS*	
SECTION 3.15 - SEATS	EXTERNAL EXIT DOOR FRAME HIGHLIGHTED YELLOW	
SECTION 3.16 - LUGGAGE CAPACITY	BONDED GLAZING - 5MM TOUGHENED GLASS	
SECTION 3.17 - REAR VISION MIRRORS	IMPACT FILM TO ALL WINDOWS - XIR TO DRIVERS WINDOW	
SECTION 3.18 - INTERIOR LIGHTING	LARGE FOLD OVER WIPERS	
SECTION 3.19 - EXTERIOR LIGHTING	STAINLESS STEEL HANDRAILS - POWDERCOATED YELLOW	
SECTION 3.20 - SCHOOL WARNING LIGHTS	STAINLESS STEEL STANCHIONS - POWDERCOATED YELLOW	
SECTION 3.21 - DRIVER COMPARTMENT	STAINLESS STEEL CEILING MOBILITY PANELS - POWDERCOATED YELLOW	
SECTION 3.22 - AC HEATING & VENTILATION	WIRELESS NEXT STOP BELL PUSH SYSTEM	
SECTION 3.23 - ROOF MOUNTED EMERGENCY EXITS	MC CONEILLS - METRO*	
SECTION 3.24 - DESTINATION EQUIPMENT	MC CONEILLS - SUPER SLIM TIP UP SEATS*	
SECTION 3.25 - CCTV AND DURESS EQUIPMENT	PROVISION ON FRONT WHEEL ARCS/ES	
SECTION 3.26 - PROVISIONS FOR DSAPT	ELECTRONIC SMARTVISION MIRRORLESS SYSTEM	
SECTION 3.27 - CORROSION PROTECTION	LED LIGHTING	
SECTION 3.29 - PASSENGER COUNTING SYSTEM	LED LIGHTING	
SECTION 3.30 - PASSENGER INFORMATION DISPLAY SYSTEM	QUEENSLAND COMPLIANT	
SECTION 3.31 - ADVANCED DRIVER ASSISTANCE SYSTEM	ISRINGHAUSEN 5800/275* - RED SEAT BELT	
SECTION 3.32 - SYSTEMS INTEGRATION & COMMUNICATION	FRONT & SIDE ELECTRIC DOORS	
	FULL SCREEN ANTI VANDAL PROJECTION	
	COACH AIR - XT 44*	
	LONG LIFT FILTER - CAMHL*	
	BREAKABLE OPALQ E GLASS ROOF HATCH	
	FRONT - HANOVER 4.0.56 1W 480 x 88 WHITE LED*	
	SIDE - HANOVER 4.0.12W 56 x 15 WHITE LED*	
	REAR - HANOVER 4.0.020W 32 x 17 WHITE LED*	
	WIKI SIONS - DS-MPT 608H - 16 CAMERA SYSTEM*	
	REVERSE (AMERA) AND SCREEN	
	EXTERNAL AUDIBLE SPEAKER FITTED AT DOORS	
	MINIMUM FLIP OUT WHEELCHAIR RAMP	
	HEATING AL LOOP	
	BODY FRAME STAINLESS STEEL OR ALUMINIUM	
	HELLA APS-B TO BOTH ENTRANCE AND EXIT DOOR*	
	TFT - HANOVER SMA.290.001 29" SMART SCREEN X2*	
	EXTERNAL SPEAKER FITTED AT ENTRANCE DOOR	
	MOBILE EYE ADAS*	
	TELEMATICS AS PER CHASSIS SUPPLY	
	*	= OR EQUIVALENT

### 3 MANUFACTURING FACILITY

SECTION	SPECIFICATION DESCRIPTION
2.1	The Supplier must ensure that the Facility is capable of manufacturing diesel buses that comply with the Bus Spec, ADR and DDA requirements and meets all WH&S requirements.
2.2	Implement and comply with a quality assurance system (ISO 9001:2015 or similar)
2.3	Compliant with a Conformity of Production system as required by the Road Vehicle Standards Act 2018.
2.4	Compliant with all calibration certificates for tools as required by the Road Vehicle Standards Act 2018.
2.5	Bus wash for water ingress testing.
2.7	Paint and Paint Preparation facility
2.8	Capacity to hold spare parts, maintenance parts and nominated amount of chassis

#### 4 AFTER SALES FACILITY

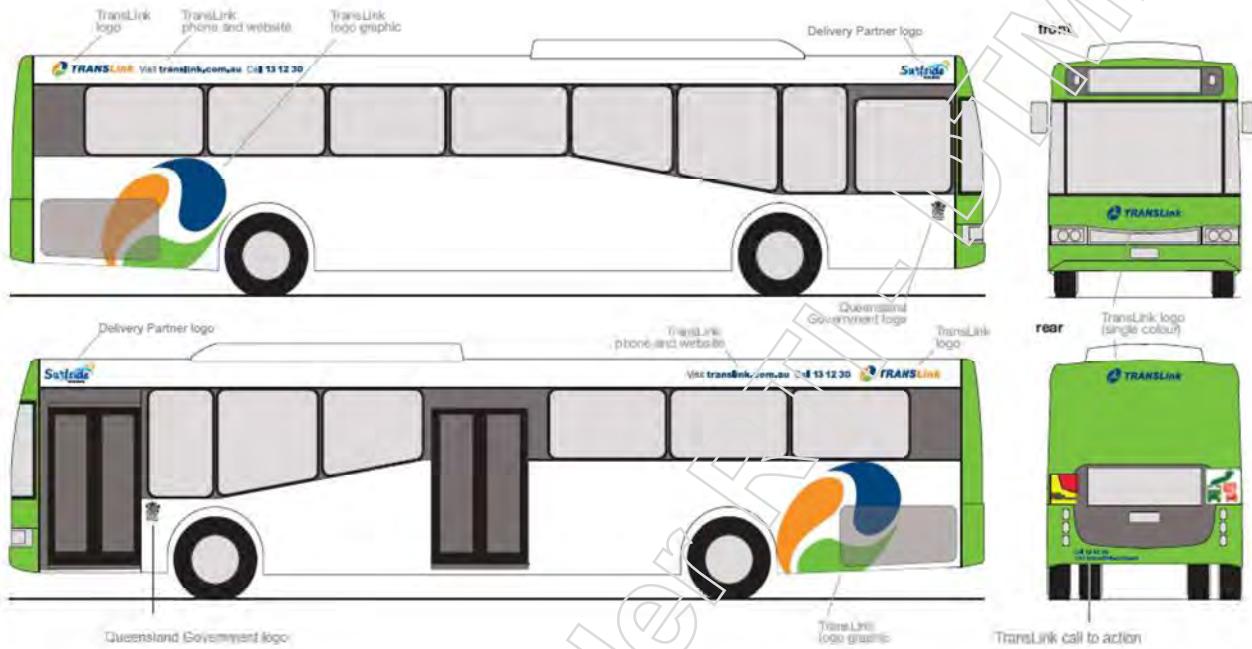
SECTION	SPECIFICATION DESCRIPTION
2.1	The Supplier must ensure that the Facility is capable of manufacturing diesel chassis that comply with the Bus Spec, ADR and DDA requirements and meets all WH&S requirements.
2.2	Implement and comply with a quality assurance system (ISO 9001:2015 or similar)
2.3	Compliant with a Conformity of Production system as required by the Road Vehicle Standards Act 2018.
2.4	Compliant with all calibration certificates for tools as required by the Road Vehicle Standards Act 2018.
2.8	Capacity to hold spare parts, maintenance parts and nominated amount of chassis

## 1 TMR VEHICLE LAYOUT



## 10 TMR VEHICLE DATA REQUIREMENTS

SECTION	DESCRIPTION	FURTHER INFORMATION
2.1	Data systems shall be highly resilient, and redundancy protected, containing self-reset health check functions to automatically reset if a problem is detected or data is not being recorded. This will include considerations for cyber security.	
2.2		GPS Ping rate and data collection
2.3		The latitude is an angular measurement, hence given in degrees
2.4		The longitude is an angular measurement, hence given in degrees
2.5		The altitude is the height to a point in the atmosphere, measured in units of meters
2.6		the heading of VEHICLE ID is the compass direction in which the front of vehicle is pointed
2.7		Qty of lines of sight to GPS satellites
2.8		Distance between ping rates
2.9		The unique identifier code of the bus as agreed with TMR
2.10		The date and time point at which the data is read/captured.
2.11		The total number of hours travelled by VEHICLE ID throughout the life of the vehicle to that particular DATE
2.12		The total number of hours travelled by VEHICLE ID throughout the life of the vehicle to that particular DATE
2.13		Hours of operation
2.14		The total number of kilometres travelled by VEHICLE ID throughout the life of the vehicle to that particular DATE
2.15		The total number of kilometres travelled by VEHICLE ID throughout the life of the vehicle to that particular DATE
2.16		KM Travelled
2.17		Speed km/h
2.18		Average speed km/h

**11 TMR LIVERY AS PER THE VEHICLE APPEARANCE POLICY**

OUR REF: TMR8023-AD002

# TMR8023 ITO ADDENDUM 002

Addendum Number:	002	Transport and Main Roads contact details	
Invitation Name:	Supply of Buses and the Provision of Maintenance Services and Parts	Contact Officer:	Procurement Officer
Invitation Number:	TMR8023	Email Address:	TMRRailReplacementBusProcurement@translink.com.au
Issue Date:	25 September 2023	Enquiries to be directed to the contact officer above	

**Note:** Responses to Offeror questions/clarifications will be available to all Offerors through addendums to ensure equal access to information. All Offeror questions/clarifications published in addendums are de-identified.

<b>No. 1</b>	<b>Question/Clarification:</b>
	<p><u>Part B Attachment 1: Draft Bus Supply Agreement</u></p> <p>Schedule 10 Local Content Plan (page 84). There does not appear to be details on what the Local Content Plan should contain. Is there a template the Supplier should populate and if so, please provide a copy of that template or a calculation methodology.</p>
	<p><b>Response:</b></p> <p>The “Local Content Plan” is a Supplier generated plan that will be used in the Supply Agreement to demonstrate ongoing compliance with the QLD Charter for Local Content:</p> <p><a href="https://www.statedevelopment.qld.gov.au/_data/assets/pdf_file/0014/33260/queensland-charter-for-local-content.pdf">https://www.statedevelopment.qld.gov.au/_data/assets/pdf_file/0014/33260/queensland-charter-for-local-content.pdf</a></p> <p>The final format and content of the “Local Content Plan” will be determined in collaboration with the preferred Offeror prior to contract award.</p> <p>Please note that Offerors are <u>NOT</u> required to submit a “Local Content Plan” as a returnable item in the ITO, however Offerors <u>WILL</u> be required to complete and return the following additional document:</p> <p><b>Part C – Attachment 4 – QLD Charter for Local Content – Tenderers’ Statement of Intent</b></p> <p>This “Tenderers’ Statement of Intent” will be used as the Offeror’s base commitments which will then inform the final “Local Content Plan”.</p> <p>To effect the addition of this document, the following amendments have been made:</p> <p><b>Part A Invitation to Offer – Bus Supply and Maintenance:</b></p> <ul style="list-style-type: none"> <li>Updated Section 2.4 “Requirements” to include “Compliance with the QLD Charter for Local Content”.</li> </ul>

**NOTE:** Please consider document "1. Part A Invitation to Offer – Bus Supply and Maintenance" to be superseded and replaced by "1. Part A Invitation to Offer – Bus Supply and Maintenance V2 25.09.2023"

**Part C – ITO Supplier Response Schedule – Bus Supply and Maintenance**

- Updated "Other documents (refer to separate documents)" on page 4 to include "Part C – Attachment 4 – QLD Charter for Local Content – Tenderers' Statement of Intent Form".
- Updated Section 2.3 "Other Mandatory Requirements Section" to include a checkbox confirming completion and return of "Part C – Attachment 4 – QLD Charter for Local Content – Tenderers' Statement of Intent Form".
- Updated "Attachments" on page 34 to include "Part C – Attachment 4 – QLD Charter for Local Content – Tenderers' Statement of Intent Form".

**NOTE:** Please consider document "5. Part C - ITO Supplier Response Schedule – Bus Supply and Maintenance" to be superseded and replaced by "5. Part C - ITO Supplier Response Schedule – Bus Supply and Maintenance V2 25.09.2023"

"Part C – Attachment 4 – QLD Charter for Local Content – Tenderers' Statement of Intent Form" has been uploaded to QTenders as a separate document for Offeror completion and return.

No. 2

**Question/Clarification:**

Part B Attachment 2: Draft Maintenance and Services Agreement

Schedule 3 Local Content Plan (page 55). There does not appear to be details on what the Local Content Plan should contain. Is there a template the Supplier should populate and if so, please provide a copy of that template or a calculation methodology. Is this Local Content Plan different than the one referred to in the Bus Supply Agreement Schedule 10, or the same?

**Response:**

See response to question Number 1 in this document.

Note that the Offeror will only be required to submit one "Tenderers' Statement of Intent" but will need to itemise which activities proposed within relate to the Bus Supply component or the Maintenance and Service component of the Offer.

Again for clarity, the Offeror is NOT required to submit a "Local Content Plan" at this stage.

No. 3

**Question/Clarification:**

Can you please advise expected annual kms in service for year 1, then 2nd & 3rd year

**Response:**

The final per vehicle mileage is unknown and heavily dependent upon deployment environments and utilisation, however it is reasonable that Offerors assume an average of 70,000km per annum per bus.

<b>No. 4</b>	<p><b>Question/Clarification:</b></p> <p><i>Can you please provide copy of Annexure A embedded on P93 of the Draft Bus Supply Agreement.</i></p>
	<p><b>Response:</b></p> <p>This has now been uploaded to QTenders as a separate document.</p>
<b>No. 5</b>	<p><b>Question/Clarification:</b></p> <p><i>Please provide model number of the Electronic Smartvision Mirrorless System referred to in Part C – ITO Supplier Response Schedule – Bus Supply and Maintenance on page 15. Body builders need the model number to check ADR compliance.</i></p>
	<p><b>Response:</b></p> <p>The specific solution is the "Luminator Smart Vision" system.</p>
<b>No. 6</b>	<p><b>Question/Clarification:</b></p> <p><i>Please provide model number of the Mobile Eye ADAS system referred to in Part C – ITO Supplier Response Schedule – Bus Supply and Maintenance on page 18. Body builders need the model number to check ADR compliance.</i></p>
	<p><b>Response:</b></p> <p>The specific solution is " MobileEye 8".</p>
<b>No. 7</b>	<p><b>Question/Clarification:</b></p> <p><i>It is noted in the Bus Supply Agreement that the amount of the Security will be assessed during negotiation with the Supplier. In order to properly assess risk, could you please provide indicative amount of the bank guarantee/security which will be sought? Will it be a set % of the contract value, for example? What period of time does the Security need to cover?</i></p>
	<p><b>Response:</b></p> <p>TMR will require the value of the security to be adequate to protect TMR from the costs and losses associated with the need to find an alternative source of supply should the Supplier fail to honour its contractual commitment to supply at some point into the term of the contract. Respondents can propose a security value as part of their response, and in doing so should also provide details as to the assumptions that underpin that value.</p>

	<p>Clause 27 of the draft Supply Agreement provides that the security must be maintained in place until expiration of the longest Warranty Period for the components listed in the Schedule 14. Respondents should therefore consider what warranty periods they are going to offer to assist them in determining the value of the security they will propose for negotiation with TMR, should they be required to do so.</p>
No. 8	<p><b>Question/Clarification:</b></p> <p><i>If any number of the 200 units is anticipated to be ZEB, for example the final 50, will TMR be releasing a ZEB specific technical specification and are Suppliers expected to submit ZEB pricing in its response as an alternative offer?</i></p> <p><b>Response:</b></p> <p>TMR will not be releasing a specification document for Zero Emission Buses in this tender. If an Offeror wishes to submit an Alternate Offer proposing the delivery of a portion of the 200 buses as Zero Emission Buses, the Offeror must provide their proposed specification for TMR's consideration. Offerors will be required to submit pricing of any Zero Emission Buses in the Alternate Offer as appropriate.</p>
No. 9	<p><b>Question/Clarification:</b></p> <p><i>Can you please provide an indicative annual milage and the average speed of the vehicles.</i></p> <p><b>Response:</b></p> <p>The final per vehicle mileage is unknown and heavily dependent upon deployment environments and utilisation, however it is reasonable that Offerors assume an average of 70,000km per annum per bus.</p> <p>It is reasonable for Offerors to consider an average speed of 26kms per hour.</p>
No. 10	<p><b>TMR AMENDMENT:</b></p> <p>3. Part B - Attachment 1 - Draft Bus Supply Agreement</p> <p>4. Part B - Attachment 2 - Draft Bus Maintenance and Service Agreement</p> <p><b>The following Clause will be included in the Draft Bus Supply Agreement and Draft Bus Maintenance and Service Agreement:</b></p> <p>THE QUEENSLAND CHARTER FOR LOCAL CONTENT (CHARTER) CONTRACT SPECIAL CONDITION CLAUSE</p> <p>The Contractor must, and must ensure its subcontractors, in carrying out the work under the Contract:</p> <ul style="list-style-type: none"> <li>a) comply with the principles of the Queensland Charter for Local Content (Charter) and any requirements under the Contract in this regard;</li> <li>b) comply with any Statement of Intent or equivalent local content statement under the Contract;</li> </ul>

c) complete and submit a Queensland Charter for Local Content – Project Outcome Report (available from [www.statedevelopment.qld.gov.au/charter](http://www.statedevelopment.qld.gov.au/charter)) to the Principal at practical completion and at such other times as reasonably requested by the Principal, with a copy to [gclc@qld.gov.au](mailto:gclc@qld.gov.au).

Released under RTI - DTMR

# Part A: Invitation to Offer

Department of Transport and Main Roads

Invitation Title: Supply of buses and the provision of maintenance services and parts

Reference No: TMR8023

Date of Issue: 18 September 2023

Closing date: 29 September 2023

### NOTE TO SUPPLIERS

The Invitation to Offer (ITO) contains:

- **Part A: Invitation to Offer – SUPPLIER TO READ AND RETAIN** – provides information about the ITO, the evaluation criteria and ITO conditions.
- **Part B: Contract Details – SUPPLIER TO READ AND RETAIN** – provides details of the intended Contract (in draft). If a Supplier is successful, a final Contract Details document will be agreed to by the Supplier and Customer.
- **Part C: ITO Response Schedules – SUPPLIER TO COMPLETE AND RETURN** – details the information required, for completion by the Supplier, to submit an offer and includes the Supplier's acknowledgements and certifications.

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**Part B: Contract Details – refer to separate document**

**Part C: ITO response schedules – refer to separate document**

Released under RTI - DTMR

## 1. Information about this opportunity

This section sets out information about the Invitation Process, the Customer's objectives and key details that the Supplier needs to know in order to submit its offer.

This section will not form part of the Supplier's offer.

Documents included in the ITO process are detailed in section 1.6 of this document.

The Supplier **must not** make any changes to either this Part A: Invitation to Offer or Part B: Contract Details.

### 1.1 About the Queensland Procurement Strategy

The Queensland Procurement Strategy focus is to ensure informed decisions are made about how government funds are used to prioritise Queensland businesses, support local jobs in regional Queensland and achieve more positive outcomes on behalf of taxpayers.

The Strategy outlines how the Queensland Government will use its spend to support the Government's objectives to:

- help Queenslanders prosper;
- make it easier for local businesses; and
- create and sustain real value in order to achieve positive economic, social and environmental outcomes across the State.

It also demonstrates the Government's focus on delivering for regional Queensland and its commitment to investing in technology and innovation and to choose ethical businesses.

The Strategy is supported by the Queensland Procurement Policy, which applies to agencies and government-owned corporations.

This ITO will deliver customer-focused, value for money outcomes and encourage strong industry partnerships and innovative procurement.

### 1.2 Summary of opportunity and Customer objectives

Suppliers are invited by the Customer to submit an offer for ITO No. TMR8023 for the supply of buses and the provision of maintenance services and parts as specified in Part B: Contract Details document.

The Customer is committed to advancing the economic, environmental and social objectives of the Queensland Government, including maximising Queensland suppliers' opportunities to participate in government business, supporting regional and remote economies, and doing business with ethically, environmentally and socially responsible suppliers.

The scope of the potential Contracts will cover the following requirements (see Part B – Contract Details – Schedule 1 Requirements for full details):

- (a) Supply of Buses; and
- (b) Maintenance Services, including supply of spare parts.

The following is out-of-scope for this ITO:

- (a) Buses less than 10m or exceeding 12.5m; and
- (b) Buses fuelled with compressed natural gas.

For information regarding completing tenders for government business, please refer to [Supply to Queensland Government](#).

## 1.3 Closing time and date

Offers must be lodged by **4pm** Australian Eastern Standard Time on **Friday, 29 September, 2023**.

## 1.4 Indicative timetable (subject to change)

<b>Invitation issued</b>	18 September 2023
<b>Briefing session (if applicable)</b>	Not Applicable
<b>Closing date for questions</b>	25 September 2023
<b>Closing date and time for offers</b>	29 September 2023 4pm AEST
<b>Intended completion date for evaluation of offers</b>	13 October 2023
<b>Intended negotiations with Supplier(s)</b>	14 - 20 October 2023
<b>Intended date for formal notification of successful Supplier</b>	Week commencing 23 October 2023
<b>Intended Contract start date</b>	Week commencing 23 October 2023

## 1.5 Evaluation

### 1.5.1 Evaluation process

The offer evaluation process will involve an assessment of Supplier offers received against the criteria listed below. The Customer reserves the right to shortlist offers during the evaluation process using these evaluation criteria or a subset of the criteria. The evaluation process may also involve discussions with Suppliers, reference, financial and corporate checks, a demonstration from shortlisted Suppliers and/or site visit assessment.

Any Supplier offer that has demonstrated a failure in capability or capacity to meet the Customer's requirements for any evaluation criterion may be set aside from further evaluation.

The Customer may require shortlisted Suppliers, as part of the evaluation process, to attend a formal negotiation meeting to discuss and confirm details of the Supplier's offer and both parties understanding of the requirements.

### 1.5.2 Evaluation criteria

The Customer is not evaluating offers on the sole criterion of price. The criteria against which the Supplier's offer will be evaluated includes:

### Mandatory criteria

- (a) Ethical Supplier Threshold;
- (b) Supplier Code of Conduct;
- (c) Compliance with all relevant Australian legislation, regulations and standards;
- (d) Use of Queensland manufacturing/body building capabilities;
- (e) Declaration of legal action; and
- (f) Financial Viability of the Supplier and subcontractors, and sustainability of the Offer

### Non-mandatory criteria

- (a) Technical solution;
- (b) Capability and experience;
- (c) Price and warranties;
- (d) Local Benefit;
- (e) Contract compliance and legal;
- (f) Demonstration of best practice principles; and
- (g) Opportunities for innovation and improvement

See Part C: ITO Response Schedules for full requirements of each of these criteria.

## 1.6 Documents that make up the ITO

This ITO is made up of the following documents and includes the definitions and rules of interpretation available on the [Queensland Government website](#).

Document	Instructions to Supplier
<b>Part A    Invitation to Offer (ITO)</b> For information only. Provides details of offer conditions, timetable, contacts, evaluation criteria and other general information.	<b>READ ONLY</b> <b>Supplier to read and retain.</b>
<b>Part B    Contract Details</b> Part B contains draft agreements that will be used to contract with the successful Supplier (which are referred to in this ITO as the "Comprehensive Contract Conditions"). The Comprehensive Contract Conditions contain variables and Schedules that will be	<b>READ AND PROVIDE ANY DEPARTURES</b> <b>Supplier to read and retain.</b> <b>Supplier to provide details of any proposed departures to the Contracts in Section 5.2 (Contract</b>

Document	Instructions to Supplier
<p>completed prior to execution based on the successful Supplier's response and any negotiations between the Customer and Supplier (including negotiations on any departures proposed).</p> <p>For clarity, due to the specialised nature of the services being procured under the ITO, the document titled 'Comprehensive Contract Conditions', (version 3.1 – published February 2023), available at <a href="http://www.forgov.qld.gov.au/generalgoods-and-services-templates">www.forgov.qld.gov.au/generalgoods-and-services-templates</a> will not be used to form a contract with the successful Supplier. The Comprehensive Contract Conditions in Part B will form the basis of the contractual arrangements with the Supplier.</p>	<p><b>Departures) of Part C: ITO Response Schedules.</b></p>
<p><b>Part C ITO Response Schedules</b></p> <p>The Response Schedules are for completion by the Supplier to submit an offer. The Supplier is to ensure that its offer is signed by a representative who is authorised to sign the offer on its behalf.</p> <ul style="list-style-type: none"> <li>○ <b>Schedule A – Response Schedules (including Attachments 1 – 3)</b></li> <li>○ <b>Schedule B – Alternative and innovative offers</b></li> <li>○ <b>Supplier acknowledgements and certifications</b></li> </ul>	<p><b>COMPLETE AND RETURN</b></p> <p><b>Supplier to complete, sign and return with offer.</b></p> <p><b>Supplier to complete and return with offer, <u>only if submitting an Alternative offer or Innovative offer.</u></b></p> <p><b>Supplier to complete, sign and return with offer.</b></p>

## 1.7 Formation of a contract

The Supplier must submit their Offer within **Part C: ITO Response Schedules** and confirm acceptance of or otherwise identify any proposed departures from the Comprehensive Contract Conditions and/or any additional terms specified by the Customer.

A Contract will not be formed until a final Contract Details document is agreed between the Customer and the Supplier. The final Contract Details document is agreed to by both parties.

## 1.8 Offer validity period

Offers must remain open and capable of being accepted by the Customer for a minimum period of **60 days**.

## 1.9 Requirements to be a conforming offer

To be a Conforming Offer, the offer must:

- (a) be received by the closing date and time;
- (b) be received in the format and method described in this ITO;
- (c) be open for the minimum validity period;
- (d) satisfy all mandatory requirements;
- (e) respond to all sections of the ITO document Response Schedules within Part C; and
- (f) review any associated documents referred to in the Contract Details.

## 1.10 Offer clarifications or questions

All clarifications or questions related to the ITO must be communicated in writing directly to the Customer contact person identified in section 1.14 and in accordance with the timeframes identified in section 1.4.

## 1.11 How offers are to be submitted

Offers must be lodged electronically to the [QTenders website](#) at <http://www.hpw.qld.gov.au/qtenders> in accordance with the following:

- (a) Offers must be submitted in the following software package/s: **one copy** in Microsoft Word (and Microsoft Excel as required) compatible with Microsoft Office 2003 and **one copy** in Adobe PDF;
- (b) All files that comprise an offer must be uploaded on the QTenders website;
- (c) Suppliers responding to a public ITO must log in using the system user name and password, before uploading the offer;
- (d) Suppliers responding to a select ITO must first log in using the system user name and password, to access the ITO; and
- (e) Electronic file limits are 100MB per upload. This can be a 1x100MB file or 50x2MB files. If the supplier has more than that to upload, the supplier would need to do multiple uploads. QTenders will place all of that supplier's uploads under their business ID. It should be noted that, depending on the connection and other circumstances, large uploads of multiple files can take a while, and it may be better for the Supplier to upload in smaller batches of files.

## 1.12 Invitation to offer conditions

The ITO Conditions are set out in [Attachment A](#) of this document.

## 1.13 Invitation to offer conditions – additional provisions

The following additional ITO Conditions will apply to the ITO.

Clause Number	Invitation to Offer Conditions

<b>Not Applicable</b>	Not Applicable
-----------------------	----------------

## 1.14 Customer's contact person

The Customer's contact person/s for this ITO process:

<b>Name</b>	Procurement Officer
<b>Position</b>	Procurement Officer - Commercial Partnerships
<b>Agency</b>	Passenger Transport Services   Translink Division
<b>Email</b>	TMRRailReplacementBusProcurement@translink.com.au

## 1.15 Complaints

If at any time during the ITO Process, a Supplier considers that it has been unreasonably or unfairly treated, and the Supplier has not been able to resolve the issue with the Customer's contact person, the Supplier may request for the issue to be dealt with in accordance with the Customer's complaint management process and directed to:

[chiefprocurementoffice@tmr.qld.gov.au](mailto:chiefprocurementoffice@tmr.qld.gov.au) with the subject '*Attention: Complaints Manager*'

Further details on the complaints management process can be found via: [Make a complaint - Procurement | For government | Queensland Government](#).

The Supplier should contact the below person if the matter is unable to be resolved with the Customer's contact person:

<b>Name</b>	Deanne Hawkswood
<b>Position</b>	Chief Procurement Officer
<b>Agency</b>	Department of Transport and Main Roads
<b>Email address</b>	<a href="mailto:chiefprocurementoffice@tmr.qld.gov.au">chiefprocurementoffice@tmr.qld.gov.au</a>

## 1.16 Privacy notice

The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and any Contract formed. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Procurement Policy. An individual can gain access to Personal Information held by the Customer about the individual in certain circumstances.

# 2. Requirements

## 2.1 Purpose

The Department of Transport and Main Roads (TMR) is seeking offers for the supply of buses and maintenance services including parts.

## 2.2 Objectives/Scope

TMR's objectives in relation to this Invitation to Offer are to:

- Support local Queensland manufacturing by partnering with bus manufacturer/s who will subsequently work with local Queensland bus body builders to deliver 200 buses and can provide ongoing maintenance services and spare parts;
- Develop local content and manufacturing opportunities through the entire bus supply chain;
- Achieve delivery of all 200 buses by December 2024; and
- Achieve value for money.

## 2.3 Background

TMR have identified a need for additional rail replacement buses to support the high number of projects requiring rail track closures in upcoming years. Concurrently, TMR have identified an opportunity to support the ongoing sustainability of the local bus manufacturing industry in Queensland and ensure ability to manufacture buses into the future. Using the Queensland Government's *Buy Queensland* approach to procurement, this invitation seeks to foster quality local jobs, support local businesses and encourage local manufacturing through a requirement for all bus bodies to be delivered by local Queensland businesses.

While this procurement is predominantly for diesel buses, there is an opportunity to investigate Supplier capability to shift production from diesel buses to zero emission buses in the later stages of the delivery schedule.

## 2.4 Requirements

- Design and manufacture of 200 diesel buses in accordance with TMR's Diesel Bus specification included in Section 3.1 of Part C and which are compliant with Australian Design Rules (ADR) and *Disability Discrimination Act 1992* (DDA) requirements.
- Delivery of diesel buses as per the "Bus Build Schedule" included in Part B – Bus Supply Agreement (DRAFT), with the final bus to be delivered no later than December 2024. A full delivery schedule must be provided with the Offer, with the final schedule to be negotiated and agreed with the successful Supplier.
- Execute and manage sub-contracts with bus body builder/s (with manufacturing facilities in Queensland) and other suppliers in the supply chain.
- Registration of buses.
- Delivery of buses to TMR.
- Delivery of driver familiarisation and workshop training for bus operators.

- The provision of maintenance for one (1) year, with two (2) optional extensions each of one (1) year, as per the terms included in Part B – Bus Maintenance and Service Agreement.
- The maintenance and management of necessary inventory and spare parts to support maintenance activities.
- Financial viability of Supplier and any material sub-contractor.
- Financial sustainability of Offer.
- Compliance with the QLD Charter for Local Content.

## 2.5 Support for Government objectives

TMR seeks to attract highly credible Suppliers, big and small, that can demonstrate a commitment to the State's Procurement objectives, targets and commitments as outlined in the [Queensland Procurement Policy](#) (QPP).

This means Suppliers capable of:

- delivering value for money in economic, social and environmental terms;
- demonstrating a commitment to involvement with Social Enterprises and Indigenous Queenslanders;
- demonstrating a commitment to Social Responsibility including but not limited to Environmental Sustainability practices;
- supporting a zero-tolerance to domestic and family violence in the workplace and the broader community; and
- supporting regional economies.

Suppliers are required to ensure that any commitments outlined in their Part C: ITO Response Schedule are maintained for the duration of the Contract.

As part of their Response, Suppliers are required to provide information regarding their support for the principles of the QPP (refer to Part C: ITO Response Schedule, Section 7).

This procurement is bound by the principles of the Queensland Charter for Local Content.

## Attachment A – ITO conditions

### 1. Interpretation

These ITO Conditions may be used where the Customer is seeking offers to enter into a Contract.

The Definitions and Interpretation (version 3.1 published February 2023) will apply to these ITO Conditions, available via this [website](#). **Note:** Due to the specialised nature of the services being procured under this ITO, the document titled 'Comprehensive Contract Conditions', (version 3.1 – published February 2023), available at [www.forgov.qld.gov.au/generalgoods-and-services-templates](http://www.forgov.qld.gov.au/generalgoods-and-services-templates) will not be used to form a contract with the successful Supplier. In this ITO, the "Comprehensive Contract Conditions" comprise the draft agreements provided with Part B – Contract Details.

### 2. Invitation process

#### Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these ITO Conditions.

By submitting an offer, the Supplier offers to enter into a Contract with the Customer under which for Goods, Services and Deliverables and acknowledges that the Customer may accept the offer during the Offer Validity Period.

#### Customer discretion

The Customer may make any changes to the Invitation Process in its absolute discretion by notifying the Supplier, including publication on the Queensland Government QTenders website were considered appropriate by the Customer. This may include:

- (a) adding the terms and conditions applicable to the Invitation Process, including terms of the ITO Conditions and/or proposed Contract;
- (b) adding or changing requirements;
- (c) amending dates, including extending the closing date and time;
- (d) amending the evaluation criteria stipulated in the ITO; and/or
- (e) cancelling the Invitation Process.

Without limitation, the Customer may, during the Invitation Process:

- (a) consider, accept or reject an offer received after the Closing Date and Time;
- (b) consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
- (c) obtain information about the Supplier relevant to the evaluation criteria that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer;
- (d) conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;

- (e) reject any or all offers;
- (f) accept an offer that did not progress through all phases of the evaluation process;
- (g) amend the evaluation criteria stipulated in the ITO document;
- (h) exercise discretion in evaluating any subjective evaluation criteria;
- (i) negotiate with one or more Suppliers and allow any Supplier to vary its offer;
- (j) interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others;
- (k) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (l) change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract; or
- (m) conduct checks on the Supplier or request the Supplier to substantiate to the Customer's satisfaction information supplied by the Supplier during the Invitation Process.

The Supplier will not make any claim in connection with a decision by the Customer to exercise or not to exercise any of its rights in relation to the Invitation Process.

## Contract structure

The Supplier's attention is drawn to the fact that the Customer reserves the right, at any time during the term of any Contract established as a result of this Invitation Process to:

- (a) engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables; and
- (b) enter into Contracts with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Customer considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

## Statistical and other relevant data

Statistical and other relevant data provided in this Invitation Process is not to be construed as a guarantee for providing any business whatsoever by the Customer. The Supplier shall make no claim for anticipated profit or loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Customer and so provided by the Supplier during the period of the Contract.

## No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. Accordingly, a Supplier will not be entitled to claim compensation or loss from the Customer for any matter arising out of the Invitation Process, including but not limited to any failure by the Customer to comply with these ITO Conditions.

## 3. Alternative and/or innovative offers

The Queensland Procurement Policy promotes an outcome focused approach, seeking opportunities to innovate and improve value for money. Accordingly, suppliers are encouraged to

submit alternative and/or innovative offers where they believe that the alternative will promote the Customer's objectives.

A supplier must submit a Conforming Offer in Schedule A for an Alternative/Innovative Offer to be considered.

## 4. No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the ITO process, the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier's offer.

## 5. Supplier cost

Participation in the Invitation Process is at the Supplier's cost. The Customer is not required to pay compensation to the Supplier in relation to the Invitation Process in any circumstances, for any reason.

## 6. Subject to contract

No Contract will be formed between the Customer and the Supplier unless and until a contract is established in one of the ways identified in the Comprehensive Contract Conditions.

## 7. Compliance

The Supplier must:

- (a) (**communication**) direct all inquiries relating to the ITO to the Customer's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
- (b) (**laws**) comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act 2018* (Cth) and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Customer to breach any Laws.
- (c) (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the ITO, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the ITO, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (d) (**privacy**) if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the Customer with the privacy principles in the *Information Privacy Act* or the Australian Privacy Principles in the *Privacy Act*, as applicable, in relation to that Personal Information, and comply with all reasonable directions of the Customer relating to the Personal Information.
- (e) (**no publicity**) not make any public announcements or advertisement relating to the Invitation Process.

- (f) (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (g) (**Personnel**) ensure that its Personnel also comply with these requirements.
- (h) (**insurances**) if required in Part B: Contract Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Customer unless otherwise indicated by the Customer.

## 8. Warranties

### Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel has engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Invitation Process, or any actual or potential Contract with any entity for goods and services similar to the Goods and Services.

### Conflict of interest

The Supplier warrants that neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

The Supplier warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the Customer and the Supplier's interests during the Invitation Process and the term of any Contract subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises or appears likely to arise, the Supplier must notify the Customer immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Customer.

### Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) connected with the Invitation Process ('Supplier Information') are complete, accurate, up-to-date and not misleading in any way.

### Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the Invitation Process and on an ongoing basis until the later of the Customer notifying the Supplier that its offer has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process ("relevant period").

The Supplier warrants that it will immediately notify the Customer if it becomes aware that any warranty made in this section was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way, during the relevant period.

## Breach of warranty

In addition to any other remedies available to it under Law or contract, the Customer may, in its absolute discretion (but is not required to), immediately disqualify a Supplier from the Invitation Process, or terminate the Contract with the Supplier, which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

## 9. Section 89 of the Criminal Code

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899* (Qld) makes it an offence for a person employed in the public service to knowingly acquire or hold, other than as a member of a registered joint stock company consisting of more than 20 persons, private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the interest to the chief executive of the department for which they are employed, and the chief executive authorises the person in writing, to hold or acquire the interest.

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the *Criminal Code 1899* (Qld).

## 10. Access and inspection

The Supplier must, on reasonable prior written notice from the Customer, give the Customer reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:

- (a) the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and
- (b) the Supplier's compliance with its obligations under these ITO Conditions.

## 11. Supplier confidential information

The Customer will keep confidential all Confidential Information of the Supplier which it obtains as part of the Invitation Process.

The Customer may use Supplier Confidential Information for the purposes of the Invitation Process.

The Customer may disclose Supplier Confidential Information:

- (a) to its Personnel for the purposes of the Invitation Process;
- (b) as required under the *Right to Information Act 2009* (Qld) or *Information Privacy Act*;
- (c) as required by Law;
- (d) to a Minister, their advisors or Parliament;
- (e) to its professional advisors.

The Customer may publish information about the Invitation Process and any resulting Contract on the [Queensland Contracts Directory](#), where required or recommended by the Queensland Procurement Policy.

# Invitation to Offer (ITO)

## Part C: ITO Response Schedules

Department of Transport and Main Roads

ITO Number: TMR8023

ITO Title: Supply of buses and the provision of maintenance services and parts

Supplier: [Supplier to insert organisation name]

Closing Date: 4pm Wednesday, 29 September 2023

**Privacy Notice:** The Customer is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and Contract. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Government's procurement policy. An individual can gain access to Personal Information held by the Customer about the individual in certain circumstances.



### NOTE TO SUPPLIERS

The Invitation to Offer (ITO) contains:

- **Part A - Invitation to Offer (ITO) SUPPLIER TO READ AND RETAIN**
- **Part B – Contract Details SUPPLIER TO READ AND RETAIN**
- **Part C – ITO Response Schedules SUPPLIER TO COMPLETE AND RETURN** – The Supplier is to complete and submit these Response Schedules and any referenced attachments by the Closing date and time. Refer to Part B - Contract Details, including the referenced terms and conditions, when compiling a response.

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#### **Other documents (refer to separate documents)**

Part C - Attachment 1 – Pricing Response Schedule

Part C - Attachment 2 – Local Benefits Test

Part C - Attachment 3 – Master Delivery Schedule

Part C – Attachment 4 – QLD Charter for Local Content – Tenderers’ Statement of Intent Form

Part A: Invitation to Offer – Bus Supply and Maintenance

Part B: Contract Details – Bus Supply and Maintenance

## Schedule A – Response schedules

The information in this Schedule A is required for evaluation purposes.

**As the Supplier, please respond to all questions in this schedule. All information in this schedule must be complete, accurate, up to date and not misleading.**

### 1. Supplier and Sub-Contractor information

For the following response questions, refer to Part B: Contract Details, Section 1 General Information and relevant clauses of the Comprehensive Contract Conditions.

<b>1.1 Supplier details</b>	
(a) Supplier Name	<p>Insert Supplier legal name</p> <p><i>[If Supplier is an individual - specify the full name (including given names and surname) of each individual; If Supplier is a partnership - specify the full name of each partner; If Supplier is a company – specify the full company name; If Supplier is a trust - specify: • the legal name of each trustee authorised to make the offer on behalf of the trust; and • the name of the trust.]</i></p>
(b) Business Name (if applicable)	Insert details
(c) Head office address	Insert details
(d) Queensland office address	Insert details
(e) Supplier legal entity type	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Overseas Incorporated Company <input type="checkbox"/> Trust <input type="checkbox"/> Other – please specify below
(f) ABN/ACN (or ABRN)	Insert details
(g) Names of other entities participating in a joint offer with the Supplier (if applicable)	Insert details
<b>1.2 Supplier's contact person for this invitation to offer</b>	
(a) Name	Insert details
(b) Position	Insert details
(c) Email address	Insert details

(d) Phone number	Insert details
(e) Street address	Insert details
(f) Postal address	Insert details

### 1.3 Subcontractor(s) (repeat as necessary or provide attachment)

**The Supplier is to provide details of all subcontractors that the Supplier intends to use and the obligations that will be subcontracted to each subcontractor. For multiple subcontractors, insert additional rows or provide an attachment.**

(Repeat as necessary or provide attachment)

<b>Sub-Contractor 1</b>	
(a) Representative Name	Insert details
(b) Company Name and ACN	Insert details
(c) Street address	Insert details
(d) Postal address	Insert details
(e) Obligations	Insert details
(f) Is the sub-contractor classified as a small to medium enterprise (SME)*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, specify the number of people: Insert details <small>*Any business employing fewer than 200 people.</small>
(g) Is the sub-contractor classified as an Aboriginal business and/or Torres Strait Islander business*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide supporting details: Insert details <small>*At least 50% owned by an Aboriginal person/s and/or a Torres Strait Islander person/s – Queensland Indigenous Procurement Policy.</small>
<b>Sub-Contractor 2</b>	
(a) Representative Name	Insert details
(b) Company Name and ACN	Insert details
(c) Street address	Insert details

(d) Postal address	Insert details
(e) Obligations	Insert details
(f) Is the sub-contractor classified as a small to medium enterprise (SME)*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, specify the number of people: Insert details  *Any business employing fewer than 200 people.
(g) Is the sub-contractor classified as an Aboriginal business and/or Torres Strait Islander business*?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide supporting details: Insert details  *At least 50% owned by an Aboriginal person/s and/or a Torres Strait Islander person/s – <i>Queensland Indigenous Procurement Policy</i> .

## 2. Mandatory requirements

**Supplier to Note: Offers not meeting the mandatory requirements will be considered non-conforming and may not be evaluated further.**

<b>2.1 Insurance</b>	
<b>The Supplier is to confirm details of the insurances required in Part B: Contract Details.</b>	
(a) Workers compensation insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No Expiry date: Insert details If No, Supplier to provide details: Insert details
(b) Public liability and third party liability insurance to the minimum value of \$50,000,000, in respect of each claim and in the aggregate.	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Amount: Insert details Expiry date: Insert details If No, Supplier to provide details: Insert details
(c) Product liability insurance to the minimum value of \$50,000,000, in respect of each claim and in the aggregate.	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Amount: Insert details Expiry date: Insert details If No, Supplier to provide details: Insert details

(d) Professional indemnity insurance to the minimum value of \$20,000,000 for any one claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Amount: Insert details Expiry date: Insert details If No, Supplier to provide details: Insert details
(e) Other insurances	<input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Type: Insert details Insurance Amount: Insert details Expiry date: Insert details

## 2.2 Ethical Supplier Threshold

***The Supplier is to confirm that they comply with the Ethical Supplier Threshold.***

**Note:** answering 'YES' to any of the Threshold criteria will make the offer non-conforming. Any relevant Ethical Supplier Mandates will also apply to this tender process and any resulting contract.

Since 1 August 2019, has the Supplier:

(a) contravened a civil remedy provision of Chapter 2 or Chapter 3 of the <i>Fair Work Act 2009 (Cth)</i> , or committed an offence against the <i>Fair Work Act</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(b) contravened a civil remedy provision of Chapter 2, 3, 4, 5 or 7 of the <i>Industrial Relations Act 2016</i> , or committed an offence against the <i>Industrial Relations Act</i> , or failed to pay employment related levies, or other payments, established under Queensland legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(c) failed to make superannuation contributions on behalf of employees in accordance with law?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(d) purported to treat employees as independent contractors, where they are not?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(e) required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details

(f) engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(g) entered into an arrangement for the provision of labour hire services with a person who is not licensed under the <i>Labour Hire Licensing Act 2017</i> , or a supplier who is an unlicensed provider under the Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details
(h) paid employees wages below those provided for in an applicable modern award?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details

## 2.3 Other mandatory requirements section

**The Supplier is to confirm they meet the other mandatory requirements.**

<b>Compliance with all relevant Australian legislation, regulations and standards</b>	<p><i>Please provide evidence to demonstrate how the bus and manufacturing and after-sales facilities complies (or is capable of complying with) with all relevant Australian legislation, regulations and standards, including but not limited to:</i></p> <ul style="list-style-type: none"> <li>• All relevant disability legislation and standards;</li> <li>• The Road Vehicle Standards Act 2018;</li> <li>• Planning Act 2016 (Qld); and</li> <li>• Environmental laws.</li> </ul> <p><i>Provide evidence of current AS/NZS ISO9001:2015 Quality Management Systems and ISO55001:2014 Asset Management certification relevant to the services.</i></p> <p><i>Provide evidence of a registered Design Facility by the Department of Infrastructure and Regional Development.</i></p>
<b>Use of Queensland manufacturing/body building capabilities</b>	<p><i>Please list all proposed subcontractor arrangements for the manufacture of bus bodies, and confirm these subcontractors have Queensland-based manufacturing facilities and employ predominantly Queensland staff.</i></p>
<b>Declaration of legal action</b>	<p><i>Detail any legal actions taken against the Supplier in regard to the manufacture, delivery or maintenance of buses and advise of the outcomes.</i></p>
<b>Financial viability and sustainability</b>	<p><i>A Supplier and any material subcontractors must demonstrate a sound financial record highlighting a</i></p>

	<p>viable long-term business model. A Supplier and any material subcontractors must provide financial information of sufficient volume and quantity and other supporting documentation to enable TMR to undertake a risk assessment of the financial position of the <b>Supplier and any material subcontractors</b>, which includes:</p> <ul style="list-style-type: none"> <li>(a) for public companies, large proprietary limited companies and other companies required to lodge their financial statements with ASIC, a copy of its latest three annual reports;</li> <li>(b) for a <b>Supplier or any material subcontractor</b> not covered by (a) a copy of the financial statements for the most recent three financial years and copies of any interim accounts (if any) after the latest balance date, certified by the Supplier/subcontractor or an auditor (and where the Supplier/subcontractor is a company by a director of the company)</li> <li>(c) details of the financial and commercial activities undertaken by the Supplier and any material subcontractor if not provided in (a) or (b);</li> <li>(d) a graphical representation of the Supplier's and any material subcontractors group structures, and details of the financial (including credit support arrangements) and other commercial activities and arrangements between the groups (if applicable); and</li> <li>(e) details of any agreements between the Supplier's and any material subcontractors group entities to provide the technical, financial, managerial, intellectual property and operational capacity to provide the services.</li> </ul>
<b>Compliance with the Queensland Charter for Local Content</b>  Has the Supplier completed and returned the Queensland Charter for Local Content "Tenderers' Statement of Intent" Form?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide details: Insert details

### 3. General information

#### 3.1 Technical Solution

**Suppliers are required to demonstrate they can comply with the Bus and Facility Specification outlined in Part B - Bus Supply Agreement – Annexure A.**

<b>Diesel Bus Specification</b>			
<b>Section</b>	<b>Specification Description</b>	<b>Further Description</b>	<b>Evidence of Compliance</b>
SECTION 1.2 - VEHICLE COMPLIANCE	ADR, DDA & DSAPT		<Supplier to insert response here>
SECTION 1.3 - OPERATING REQUIREMENTS & PERFORMANCE	CONSUMPTION AVERAGE LESS THAN 44 LITRES/100KM	TOP SPEED 85-100 KMPH	<Supplier to insert response here>
SECTION 1.4 - VEHICLE DIMENSIONS	LENGTH EQUAL TO OR LESS THAN - 12.5M  WIDTH EQUAL TO OR LESS THAN - 2.5M  HEIGHT LESS THAN - 3.5M  TOTAL GVM LESS THAN 13500 KG		<Supplier to insert response here>
SECTION 1.5 - VEHICLE LAYOUT	TMR PREFERRED LAYOUT – APPENDIX 1 – VEHICLE LAYOUT	APPENDIX 1 - VEHICLE LAYOUT	<Supplier to insert response here>
SECTION 2.1 - CHASSIS GENERAL	LOW FLOOR CITY CHASSIS		<Supplier to insert response here>
SECTION 2.2 - DIESEL DATA REQUIREMENTS	TMR PREFERRED DATA REQUIREMENTS	APPENDIX 10 - TMR DIESEL DATA REQUIREMENT	<Supplier to insert response here>
SECTION 2.3 - DIESEL PIPING & HARNESSSES	SAE J1292 WIRING SPECIFICATION & ASA STD T BU FK 01701 ST		<Supplier to insert response here>
SECTION 2.6 - COOLING SYSTEM	FLUID COOLED - PRESSURISED COOLING SYSTEM	O/S RADIATOR AND INTERCOOLER POSITION PREFERRED	<Supplier to insert response here>
SECTION 2.8 - ENGINE, TRANSMISSION & DIFFERENTIAL	MINIMUM 7.7 LITRE ENGINE	6 CYLINDER - MIN 320HP, 1200NM TORQUE @ 1050-1600 RPM	<Supplier to insert response here>

	ZF 6 SPEED AUTOMATIC TRANSMISSION  LIGHT WEIGHT - SINGLE REDUCTION TAPERED HYPOID GEAR	INTEGRATED HYDRAULIC RETARDER & AIS  PREFERRED RATIO 5.63:1	
SECTION 2.10 - FUEL & ADDITIVE TANK (S)	270 LITRE DIESEL / 30 LITRES AD BLUE	STAINLESS STEEL EXTERIOR DRIP PANELS	<Supplier to insert response here>
SECTION 2.11 - EXHAUST SYSTEM	ONE BOX MUFFLER DESIGN  SELECTIVE CATALYTIC REDUCTION (SCR)	DIESEL PARTICULATE FILTER (DPF)	<Supplier to insert response here>
SECTION 2.12 - EMISSIONS STANDARD	EURO VI		<Supplier to insert response here>
SECTION 2.13 - STEERING	ELECTRIC DRIVEN HYDRAULIC		<Supplier to insert response here>
SECTION 2.14 - AIR SYSTEM	COMPRESSED AIR SYSTEM		<Supplier to insert response here>
SECTION 2.15 - BRAKING SYSTEM	DISC BRAKES, EBS5, ABS, ASR		<Supplier to insert response here>
SECTION 2.17 - SUSPENSION	AIR BELLOWS FRONT AND REAR		<Supplier to insert response here>
SECTION 2.18 - WHEELS & TYRES	STEEL RIMS	HIGH TEMP SAFETY LUG LOCKS GREY (STEER & DRIVE)	<Supplier to insert response here>

SECTION 2.19 - INSTRUMENTS & CONTROLS	MOTOR MANUAL KEY START, DIGITAL DASHBOARD		<Supplier to insert response here>
SECTION 2.20 - ELECTRICAL SYSTEM	24V DC SYSTEM , CAN , MULTIPLEX SYSTEM		<Supplier to insert response here>
SECTION 2.21 - CORROSION PROTECTION	WATER BASED UNDERBODY PROTECTION		<Supplier to insert response here>
SECTION 3.1 - BODY - GENERAL	LOW FLOOR CITY BUS BODY		<Supplier to insert response here>
SECTION 3.3 - FIRE MITIGATION AND PROTECTION SYSTEM	KLIENFIRE FIRE SUPPRESSION - PMARK*	PHRR LESS THAN 30 MW	<Supplier to insert response here>
SECTION 3.5 - ELECTRICAL SYSTEMS	MULTIPLEX		<Supplier to insert response here>
SECTION 3.6 - ELECTRONIC TICKETING SYSTEMS	TO SUIT TMR SMART TICKETING SYSTEM		<Supplier to insert response here>
SECTION 3.7 - BUS LIVERY	TRANSLINK LIVERY DESIGN VERSION 3	PAINT COLOURS - WHITE, GREEN & BLACK  VEHICLE APPEARANCE POLICY, AS AT AUGUST 2020, VERSION 1.7	<Supplier to insert response here>
SECTION 3.8 - INTERIOR DECALS AND EXTERNAL LOGOS	ADR, DSAPT		<Supplier to insert response here>

SECTION 3.9 - FLOOR, STEPS AND FLOOR EDGES	COMPOSITE FLOOR  TARABUS GAYAWOOD NT - YELLOWSTONE 4521	BLUE FLOORING WITH YELLOW NO STANDING INLAID RAMPS  DSAFT WHEELCHAIR AREAS BLUE/ YELLOW/WHITE  YELLOW STEP EDGING	<Supplier to insert response here>
SECTION 3.10 - PASSENGER DOORS	VENTURA - TWIN GLIDE ENTRANCE AND EXIT DOORS  EXTERNAL EXIT DOOR FRAME HIGHLIGHTED YELLOW	DSAFT YELLOW POWDER COATED HANDLES  STICKERS TO HIGHLIGHT FRAME YELLOW	<Supplier to insert response here>
SECTION 3.11 - GLAZING	BONDED GLAZING - 5MM TOUGHENED GLASS  IMPACT FILM TO ALL WINDOWS - XIR TO DRIVERS WINDOW		<Supplier to insert response here>
SECTION 3.12 - WINDSCREEN WIPERS & WASHERS	LARGE FOLD OVER WIPERS	5 LITRE WATER CAPACITY	<Supplier to insert response here>
SECTION 3.14 - HANDRAILS, STANCHIONS & BELL PRESS	STAINLESS STEEL HANDRAILS - POWDERCOATED YELLOW  STAINLESS STEEL STANCHIONS - POWDERCAOTED YELLOW  STAINLESS STEEL MODESTY PANELS - POWDERCOATED YELLOW  WIRELESS NEXT STOP BELL PUSH SYSTEM	STAINLESS STEEL FRAME - LUCIDO BACKS - PEDESTALS  REATEX DIABLO MULTI - REATEX DIABLO RED DSAFT SEATING  REATEX DIABLO RED DSAFT SEATING	<Supplier to insert response here>

SECTION 3.15 - SEATS	MCCONELLS - METRO  MCCONELLS - SUPER SLIM TIP UP SEATS		<Supplier to insert response here>
SECTION 3.16 - LUGGAGE CAPACITY	PROVISION ON FRONT WHEEL ARCHES		<Supplier to insert response here>
SECTION 3.17 - REAR VISION MIRRORS	ELECTRONIC SMARTVISION MIRRORLESS SYSTEM		<Supplier to insert response here>
SECTION 3.18 - INTERIOR LIGHTING	LED LIGHTING		<Supplier to insert response here>
SECTION 3.19 - EXTERIOR LIGHTING	LED LIGHTING		<Supplier to insert response here>
SECTION 3.20 - SCHOOL WARNING LIGHTS	QUEENSLAND COMPLIANT		<Supplier to insert response here>
SECTION 3.21 - DRIVER COMPARTMENT	ISRINGHAUSEN 6860/875 - RED SEAT BELT  FRONT AND SIDE ELECTRIC BLINDS  FULL SCREEN ANTI VANDAL PROTECTION	SWIVEL BASE  MAGNETIC DOOR LOCK AND SWITCH  INCLUDING SPEAKER AND MICROPHONE	<Supplier to insert response here>
SECTION 3.22 - AC HEATING & VENTILATION	COACH AIR - XT 44  LONG LIFE FILTER - CAMFIL*	HEATING, WINDSCREEN, DRIVERS VENTILATION SYSTEM  DRIVER'S DEDICATED FAN BLOWER	<Supplier to insert response here>

SECTION 3.23 - ROOF MOUNTED EMERGENCY EXITS	BREAKABLE OPAQUE GLASS ROOF HATCH		<Supplier to insert response here>
SECTION 3.24 - DESTINATION EQUIPMENT	FRONT - HANOVER G5.503W 480 x 88 WHITE LED  SIDE - HANOVER G4.012W 96 x 15 WHITE LED  REAR - HANOVER G4.020W 32 x 17 WHITE LED	CONTROLLER - EG4003	<Supplier to insert response here>
SECTION 3.25 - CCTV AND DURESS EQUIPMENT	HIKVISIONS - DS-MP7 608H - 16 CAMERA SYSTEM  REVERSE CAMERA AND SCREEN	DRIVERS DURESS IN DRIVERS CABIN  CCTV INTEGRATED TO TMR ECO SYSTEM	<Supplier to insert response here>
SECTION 3.26 - PROVISIONS FOR DSAPT	EXTERNAL AUDIBLE SPEAKERS FITTED AT DOORS  MANUAL FLIP OUT WHEELCHAIR RAMP  HEARING AID LOOP	BRAILLE AND TACTILE PLATES FITTED  WHEELCHAIR SIDE PROTECTION HANDRAIL	<Supplier to insert response here>
SECTION 3.27 - CORROSION PROTECTION	BODY FRAME STAINLESS STEEL OR ALUMINIUM	CHASSIS FRAME EXTENSIONS MARINE GRADE STAINLESS STEEL	<Supplier to insert response here>
SECTION 3.29 - PASSENGER COUNTING SYSTEM	HELLA APS-B TO BOTH ENTRANCE AND EXIT DOOR*	INCLUDING DOOR SAFETY SENSING SYSTEM	<Supplier to insert response here>
SECTION 3.30 - PASSENGER INFORMATION DISPLAY SYSTEM	TFT - HANOVER SMA.290.001 29" SMART SCREEN X2*  EXTERNAL SPEAKER FITTED AT ENTRANCE DOOR	HANOVER TRANSPORT COMPUTER HTC200001000000	<Supplier to insert response here>

SECTION 3.31 - ADVANCED DRIVER ASSISTANCE SYSTEM	MOBILE EYE ADAS*		<Supplier to insert response here>
SECTION 3.32 - SYSTEMS INTEGRATION & COMMUNICATION	TELEMATICS AS PER CHASSIS SUPPLY		<Supplier to insert response here>
General Arrangement Diagram	<i>Supplier to insert general arrangement diagram</i>		
<b>Manufacturing Facility</b>			
The Supplier must ensure that the Facility is capable of manufacturing diesel buses that comply with the Bus Spec, ADR and DDA requirements and meets all WH&S requirements.		<Supplier to insert response here>	
Implement and comply with a quality assurance system (ISO 9001:2015 or similar)		<Supplier to insert response here>	
Compliant with a Conformity of Production system as required by the Road Vehicle Standards Act 2018.		<Supplier to insert response here>	
Compliant with all calibration certificates for tools as required by the Road Vehicle Standards Act 2018.		<Supplier to insert response here>	
Bus wash for water ingress testing.		<Supplier to insert response here>	
Paint and Paint Preparation facility		<Supplier to insert response here>	
Capacity to hold spare parts, maintenance parts and nominated amount of chassis		<Supplier to insert response here>	
<b>After Sales Facility</b>			
		<Supplier to insert response here>	

The Supplier must ensure that the Facility is capable of manufacturing diesel chassis that comply with the Bus Spec, ADR and DDA requirements and meets all WH&S requirements.	<Supplier to insert response here>
Implement and comply with a quality assurance system (ISO 9001:2015 or similar)	<Supplier to insert response here>
Compliant with a Conformity of Production system as required by the Road Vehicle Standards Act 2018.	<Supplier to insert response here>
Compliant with all calibration certificates for tools as required by the Road Vehicle Standards Act 2018.	<Supplier to insert response here>
Capacity to hold spare parts, maintenance parts and nominated amount of chassis.	<Supplier to insert response here>
<b>3.2 Experience and Capability</b>	
<i><b>Suppliers are required to demonstrate they have the necessary experience and capability to supply and maintain the Buses.</b></i>	
<b><u>Experience</u></b>  The extent to which the Supplier can demonstrate that it has the necessary local or international experience in successfully designing, manufacturing, financing, maintaining and delivering projects of a similar size and complexity on behalf of government. This includes effectively managing the current supply chain and labour market conditions to meet TMR's delivery timeframe and evidenced by: <ul style="list-style-type: none"><li>• a demonstrated history of the production of a high volume of high quality buses for the Australian market; and</li><li>• a demonstrated history of high quality after sales maintenance and support, including frequency and performance in South East Queensland (or Australia).</li></ul>	<Supplier to insert response here>
<b><u>Organisational Capability</u></b>  The extent to which the Supplier has the organisational capability to supply the buses, as evidenced by:	<Supplier to insert response here>

<ul style="list-style-type: none"> <li>• skills, qualification and experience of key staff including Chief Engineer and production team and after-sales team</li> <li>• legal ownership arrangement</li> <li>• governance arrangements</li> <li>• group structure</li> <li>• details of holding company</li> <li>• details of franchising arrangements</li> </ul>	
<p><b><u>Deliverability</u></b></p> <p>The extent to which the offer is fully developed, and capable of being committed to and delivered, as evidenced by:</p> <ul style="list-style-type: none"> <li>• an existing manufacturing and after sales facility/pipeline</li> <li>• Master Delivery Schedule, demonstrating how all diesel buses will be delivered to TMR by December 2024</li> <li>• processes currently used and/or proposed to be implemented to ensure compliance with Master Delivery Schedule to prevent slippage in delivery times</li> <li>• details of the expected maintenance activities and spare parts held, including location</li> <li>• the ability to change production of diesel buses to Zero Emission Buses (ZEBs) in the later stages of delivery</li> </ul>	<i>&lt;Supplier to provide evidence of facility and complete Part C - Attachment 3 - Master Delivery Schedule&gt;</i>
<p><b><u>Quality</u></b></p> <p>The extent to which the Supplier demonstrates a commitment to quality, as evidenced by:</p> <ul style="list-style-type: none"> <li>• quality assurance/management systems and the proven ability to apply it to sub-contractors/suppliers</li> <li>• results of audits undertaken by the Federal Government for the Conformity of Production System</li> <li>• the findings of any legal claims or proceedings against the Supplier</li> </ul>	<i>&lt;Supplier to insert response here&gt;</i>

### 3.3 Financial information

***Suppliers are required to demonstrate they have the financial capability to provide all the requirements over the term of the Contract. Short-listed Suppliers may be asked to provide further financial information if required by the Customer.***

<p>(a) Are there any significant events, matters or circumstances which have arisen within the past 12 months that could significantly affect the operations of the Supplier?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Insert details
<p>(b) Are there, or have there been any:</p> <ul style="list-style-type: none"> <li>• Bankruptcy and/or de-registration actions; or</li> <li>• Insolvency proceedings (including voluntary administration, application to wind up, or other similar action)</li> </ul> <p>either actual or threatened, against the Supplier in the past three years? If so, what (if any) remedial action has been taken?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Insert details
<p>(c) Are there any other factors that could adversely impact the financial ability of the Supplier to successfully perform the obligations contemplated by this ITO?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Insert details

### 3.4 Best Practice Principles

***Suppliers are required to demonstrate their commitment to ensuring quality, safe workplaces through application of the best practice principles.***

Workplace health and safety	<p>For both the Supplier and proposed sub-contractors:</p> <ul style="list-style-type: none"> <li>• Provide details of any safety incidents that have occurred either at the offeror's manufacturing facility or from the bus itself</li> <li>• Lost Time Injury Frequency Rate (LTIFR)</li> <li>• Provide documented policies and procedures, including a detailed Work Health and Safety Management Plan outlining the approach to managing health and safety throughout all phases of this project.</li> <li>• Provide safety qualifications and certifications;</li> </ul>
Apprentices and trainees	<p>For both the supplier and proposed sub-contractors, detail the number of current employees (apprentices &amp; trainees) anticipated to be working on this contract. For any new employees include, proposed start dates, anticipated length of employment, how they will be engaged.</p>
Industrial relations and modern slavery	<ul style="list-style-type: none"> <li>• For both the offeror and proposed sub-contractors, provide an outline of the conditions of employment for the employees associated with the Contract.</li> </ul>

	<ul style="list-style-type: none"> <li>Provide evidence of responsibly sourced goods and services, including the process for auditing the supply chain.</li> </ul>
<h3>3.5 Conflict of interest</h3> <p>(a) Provide details of any actual, potential or perceived Conflict of Interest that exists or may arise in relation to the Invitation Process or performance of the Contract (including any conflict of interest with department staff or other suppliers).</p> <p><i>If there is nothing to declare, insert "Nil".</i></p>	
<h3>3.6 Confidentiality and/or privacy</h3> <p>(a) Does the Supplier agree to provide Executed Deeds of Confidentiality and/or Privacy of its Personnel?</p>	
<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><input type="checkbox"/> Not applicable</p> <p>If No, Supplier to provide details: Insert details</p>	
<h3>3.7 Legislative compliance (Law)</h3> <p>(a) Does the Supplier comply with the following legislation, which applies to this Contract:</p> <ul style="list-style-type: none"> <li>Road Vehicle Standards Act 2018</li> <li>Disability Discrimination Act 1992</li> <li>Planning Act 2016</li> </ul> <p>Refer to Part B: Contract Details, Schedule 1 – Requirements.</p>	
<h3>3.8 Small to medium enterprises</h3> <p><i>Is the Supplier a small to medium enterprise?</i></p> <ul style="list-style-type: none"> <li><b>Small – a business employing less than 20 people.</b></li> <li><b>Medium – a business employing 20 or more people, but less than 200 people.</b></li> </ul> <p><b>Note: people are both employees and contractors employed by the Supplier.</b></p>	
<p>(a) Is the Supplier an SME?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, select the relevant business size:</p>	

	<input type="checkbox"/> Small <input type="checkbox"/> Medium
<b>3.9 Business information</b>	
(a) Provide a brief description of the business and its overall qualifications to meet the requirements. Background information may include the number of years of relevant experience, rate of growth, size, locations, annual turnover etc.	Insert details
<b>3.10 Referees</b>	
<i>Please provide details of two (2) other government customers to which the Supplier has provided Goods and/or Services under the Contract (repeat rows as required).</i>	
(a) Customer #1	Insert details
Contact Name	Insert details
Position	Insert details
Phone number	Insert details
Email address	Insert details
Description of Goods and/or Services supplied	Insert details
(b) Customer #2	Insert details
Contact Name	Insert details
Position	Insert details
Phone number	Insert details
Email address	Insert details
Description of Goods and/or Services supplied	Insert details

#### **4. Contract Details**

Refer to Part B: Contract Details.

#### **5. Terms and conditions**

##### **5.1 Acceptance of Contract Conditions**

(a) Does the Supplier acknowledge and accept the terms of the Comprehensive Contract Conditions detailed in <b>Part B: Contract Details?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If the Supplier proposes any additional clauses or any changes to the Contract Conditions, including any changes proposed by the Customer, the Supplier must complete <b>section 5.2</b> <a href="https://www.hpw.qld.gov.au/SiteCollectionDocuments/SOAConditions.pdf">https://www.hpw.qld.gov.au/SiteCollectionDocuments/SOAConditions.pdf</a>
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## 5.2 Contract Departures

Contract (Bus Supply or Maintenance & Service)	Contract Item	Clause No.	Reason for change requested	Change proposed
<b>Supplier to insert respective contract name</b>	<b>Supplier to insert relevant section title</b>	<b>Supplier to insert clause no.</b>	<b>Supplier to insert reasons</b>	<b>Supplier to insert alternative position and proposed amendments</b>

## 5.3 Acceptance of Invitation to Offer Conditions

(a) Does the Supplier acknowledge and accept the Invitation to Offer Conditions contained within <b>Part A: Invitation to Offer, Attachment A?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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## 6. Requirements

For the following questions, refer to Part A – ITO, Section 2 – Requirements and relevant clauses of the Comprehensive Contract Conditions.

6.1 Requirements	
(a) Does the Supplier confirm that it can design and manufacture 200 diesel buses in accordance with specification and complies with ADR and DDA requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details

(b) Does the Supplier confirm that it can deliver 200 diesel buses no later than December 2024?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(c) Does the Supplier confirm that it will execute and manage sub-contracts with bus body builder/s (with manufacturing facilities in Queensland employing predominantly Queensland staff) and other suppliers in the supply chain?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(d) Does the Supplier confirm that it will register the buses prior to delivery to TMR?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(e) Does the Supplier confirm the ability to provide maintenance services during the term of the contract(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(f) Does the Supplier confirm that it will maintain and manage a sufficient necessary inventory of necessary spare parts to support maintenance activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(g) Has the Supplier evidenced the financial viability of the Supplier and any material sub-contractor(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details
(h) Does the Supplier confirm that the Offer(s) presented in this Invitation to Offer are financially sustainable for the period required?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, Supplier to provide details: Insert details

## 7. Government objectives

### 7.1 Domestic and family violence policy

The Queensland Government is committed to ending domestic and family violence. Through its response to the Not Now, Not Ever report, government recognises that addressing domestic and family violence requires a whole community coordinated response. This means not just government but also businesses, community groups and every individual taking responsibility for creating cultural change.

(a) Does the Supplier have zero tolerance for domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No Insert details
(b) Does the Supplier have a workplace response supporting employees affected by domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Sole trader with no employees

(c) Does the Supplier have a workplace approach to preventing or addressing domestic and family violence?	<input type="checkbox"/> Yes Insert details	<input type="checkbox"/> No
(d) Describe any formal policies, strategies, and practices the Supplier has in place aimed at preventing or addressing domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> Sole trader with no employees If Yes, attach copies of the document/s and provide summary details below: Insert details	<input type="checkbox"/> No

## 7.2 Aboriginal and Torres Strait Islander business

Both the [Queensland Procurement Policy](#) (QPP) and the [Queensland Indigenous Procurement Policy](#) (QIPP) require Queensland Government Agencies to increase the value of Queensland Government procurement spend awarded to Indigenous Businesses to be 3 per cent of addressable spend by 2022.

The QIPP defines “Indigenous Business” as:

*“... one that is at least 50 per cent or more owned by an Aboriginal person and or a Torres Strait Islander person. It may take the form of a company, incorporated association or trust. For clarity, a social enterprise or registered charity may also be an Indigenous business if it is operating a business.”*

(a) Is the Supplier an Indigenous Business as defined above?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(b) Is the Supplier certified and published online (e.g. <a href="#">Supply Nation</a> , <a href="#">Black Business Finder</a> )?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) If yes, which site is the Supplier published on?	Insert details
(d) If no, is the Supplier able to produce Statement/s of Indigeneity?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide a copy as part of the Suppliers response.
(e) If responding as part of a consortia offer, is any part of the consortia an Indigenous Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(f) If using sub-contractors, are any of the sub-contractors Indigenous Businesses?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide the following for each Aboriginal and Torres Strait Islander business: Company Name: Insert details

	Anticipated role within the project: Insert details
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## 7.3 Social objectives

The Queensland Government is committed to doing business with socially and environmentally responsible suppliers.

Definition of Social Enterprises (Source: Attributed to Social Traders):

- Are led by an economic, social, cultural or environmental mission consistent with a public or community benefit.
- Trade to fulfil their mission and derive a substantial portion of their income from trade.
- Reinvest most of their profit/surplus into the fulfilment of their mission.

(a) Is the Supplier a Social Enterprise as defined above?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide details below: Insert details
(b) What is the Supplier doing to generate social benefits, such as: <ul style="list-style-type: none"> <li>• Engaging with social enterprises or Aboriginal or Torres Strait Islander businesses?</li> <li>• Creating employment opportunities for disadvantaged or vulnerable jobseekers, such as long-term unemployed people, people with disability, people with a lived experience of mental health conditions or people from culturally and linguistically diverse backgrounds?</li> </ul>	Insert details
(c) What is the Supplier doing to improve environmental outcomes for Queensland?	Insert details

## 7.4 Local benefits test

The QPP requires Queensland Government Agencies to obtain the best value for money in procurement. Under the terms of the Policy, when assessing value for money, agencies are mandated to conduct a Local Benefits Test for all significant procurement.

As part of the Policy, the Government is seeking to prioritise the use of truly local and regional suppliers through its procurement spend, creating and supporting quality jobs that deliver genuine connections to the community and build capacity and prosperity across regional Queensland.

The QPP defines "local Supplier" as:

*"a supplier of goods or services that maintains a workforce whose usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 kilometre (km) radius of where the good or service is to be supplied. If a capable local supplier does not exist within the 125 kilometre radius, the radius should be extended progressively to the local region, then Queensland, then Australia, until a suitable supplier is identified".*

<b>(a) The Supplier is to complete Part C - Attachment 2 - Local Benefits Test</b>	<input type="checkbox"/> Yes - Local Benefits Test completed and attached
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## 8. Price and payment terms

Suppliers are to complete **Part C - Attachment 1 - Pricing Response Schedule** to provide details of the offer.

<b>8.1 Pricing</b>	
(a) Does the Supplier confirm completion of Part C - Attachment 1 - Price Response Schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Has pricing been provided in Australian Dollars?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) The Supplier is to detail any assumptions in the offered Price and/or Pricing structure.	Insert details
(d) The Supplier is to detail any additional pricing/fees associated with the Contract.	Insert details

## 9. Governance

<b>9.1 Account and relationship management</b>		
Authorised Representatives must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. The primary contact person will be the person whom the Customer contacts about the Contract and to whom the Customer delivers all notices under the Contract.		
<b>(a) Provide a primary and secondary point of contact to manage the Contract.</b>	<b>Primary Contact</b>	
	Contact person	Insert details
	Position	Insert details
	Phone number	Insert details
	Street address	Insert details
	Postal address	Insert details

	Email address	Insert details
<b>9.2 Performance measurement and review</b>		
(a) Does the Supplier agree to comply with the performance measurements and review process proposed in the Comprehensive Contract Conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, provide details regarding proposed changes to the Governance process. Insert details	
<b>9.3 Reporting requirements</b>		
Does the Supplier confirm that their reporting systems will include the required functionality to deliver all reports required under the Comprehensive Contract Conditions (including KPI reporting)?  <b>Note:</b> shortlisted Suppliers may be required to provide a demonstration of their reporting system's capability prior to the Contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## 10. Value-adds

Please set out any other information relevant to the ITO and which a reasonable person would think may affect the Customer's decision whether to enter a Contract with the Supplier.

Clearly indicate the purpose of the additional information and which part of the offer the additional information relates to. Where the additional information relates to an earlier item in this Part C: ITO Response Schedule, the Supplier is to include a reference to the applicable section number. Keep the information brief and to the point.

The Customer is not required to consider any additional information that the Customer did not specifically request.

Supplier response to be limited to five (5) A4 pages (Arial 11 font)

## Schedule B – Alternative and Innovative offers

**Suppliers are only required to complete this Schedule if they are submitting more than one offer in response to this ITO.**

### 1. Alternative offers, innovation and improvements

The Customer welcomes proactive suggestions from the Supplier about innovations or improvements (e.g. to our own processes, workflows, supply chains, or specifications) that will benefit the Customer and meet the Customer's objectives. If the Supplier wishes to make an alternative offer, it must set out details of its alternative offer/suggested innovations or improvements in this Schedule (by answering the questions below) in addition to submitting a standard and conforming offer.

For the purpose of this Invitation Process:

- An **Alternative offer** is a second offer (or more) made by a Supplier in addition to its first or original offer. An Alternative offer may or may not also be an innovative offer.
- An **Innovative offer** is an offer that may not meet one or more of the mandatory requirements set out in the Evaluation section of Part A - ITO or within Part B - Contract Details, but the Supplier believes they should be considered because its unique characteristics provide substantial benefits to the Customer without compromising outcomes.

**Suppliers submitting an Alternative offer or Innovative offer are to:**

- **Submit each Alternative offer as a separate unique offer for each and every Alternative offer.**
- **Complete Part C: ITO Response schedules for each Alternative offer or Innovative offer.**

#### 1.1 Alternative offer (multiple offers)

- (a) Is the Supplier submitting more than one offer in response to this Invitation to Offer?

Yes       No

If Yes, how many offers is the Supplier submitting in total? Insert details

What number is this offer (1<sup>st</sup>, 2<sup>nd</sup> etc.)? Insert details

#### 1.2 Innovative offer

*Supplier response to be limited to five (5) A4 pages (Arial 11 font)*

- (a) Is the Supplier submitting an Innovative offer?

Yes       No

	If Yes, complete the response questions below or reference the attachment addressing the response questions.
(b) What is the Supplier's suggested innovation?	Insert details
(c) Outline which mandatory requirement this Innovative offer may not meet and how?	Insert details
(d) What are the benefits of the Innovative offer?	Insert details
(e) Explain how the Supplier's innovative offer delivers better value for money and/or better achieves the Customer's objectives?	Insert details
(f) Outline any assumptions on which the Supplier claims benefits are based?	Insert details
(g) Is there any other important information that the Customer should know about the Innovative offer?	Insert details

## 1. Checklist for Suppliers submitting an offer

Suppliers may use this checklist to assist with submitting a conforming offer. However, the list is not exhaustive and should not be relied upon as the sole quality check.

Question	Supplier Response
Has the Supplier provided a current Certificate of Currency for insurances required?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No, a copy of certificates will be required prior to entering into any Contract.
Has the Supplier read and understood the ITO Conditions, as referenced in Part A: ITO – Attachment A?	<input checked="" type="checkbox"/> Yes
Has the Supplier read and understood the Comprehensive Contract Conditions provided in Part B: Contract Details?	<input type="checkbox"/> Yes
Has the Supplier signed their offer and acknowledged receipt of any Addendum issued by the Customer during the ITO Process on the 'Supplier submission of offer' page in Part C: ITO Response Schedules?	<input type="checkbox"/> Yes
Has the Supplier answered all questions and responded to all requirements in full, as applicable and specified in Part C: ITO Response Schedules, including any Attachments?	<input type="checkbox"/> Yes
Has the Supplier referred to the "How offers are to be submitted" section in Part A: ITO to ensure their response to the ITO is provided as requested?	<input type="checkbox"/> Yes
Has the Supplier completed the Local Benefits Test?	<input type="checkbox"/> Yes
Has the Supplier attached the completed Pricing Schedule?	<input type="checkbox"/> Yes
Has the Supplier completed the Master Delivery Schedule?	<input type="checkbox"/> Yes
Has the Supplier provided the Key Personnel forms and documents as required?	<input type="checkbox"/> Yes

## 2. Supplier execution of an offer

### Acknowledgements and certifications

The Supplier:

- (a) accepts the Invitation to Offer Conditions contained in Part A: ITO;
- (b) offers to enter into the Contract on the terms described in the Supplier's offer and the Invitation to Offer Conditions and acknowledges its offer is open for acceptance during the Offer Validity Period;
- (c) certifies that the Supplier has read, understands, and complies with all the requirements of this Invitation to Offer, including any changes made by the Customer and notified to the Supplier in accordance with the Invitation to Offer conditions;
- (d) represents that all the information contained in the Supplier's offer is complete, accurate, up to date and not misleading in any way;
- (e) acknowledges that the Customer will rely on the information contained in the Supplier's offer (including the warranties and declarations) when deciding whether or not to accept the Supplier's offer and that if the Customer accepts the Supplier's offer, the Customer will enter into a Contract relying on that information;
- (f) acknowledges that the Customer may suffer damage if any of the information in the Supplier's offer is incomplete, inaccurate, out of date or misleading in any way; and
- (g) acknowledges that all the Addenda (if any) are included in and form part of the Supplier's offer.

Addenda received?  Yes  No

If Yes, provide details of the Addenda received in the table below.

*Supplier is to repeat rows in the below table as required.*

Addendum Number	Addendum Title
<i>Supplier to insert Addendum no.</i>	<i>Supplier to insert Addendum Title</i>

## Execution of offer

Date: .....

**EXECUTED** for and on behalf of:

<<Insert name of Supplier>>

by its authorised representative, in the presence of:

.....  
Signature of witness

.....  
Name of witness (block letters)

.....  
Address

- ) Signature of an authorised representative
- ) By executing this offer, the signatory warrants that the signatory is duly authorised to submit this offer on behalf of the Supplier
- ) .....
- ) Name of authorised representative (block letters)
- ) .....
- ) Position of the authorised representative

3448-3455-3894v1

## Attachments

Document
<b>Part C - Attachment 1 – Pricing Response Schedule</b>
<b>Part C - Attachment 2 – Local Benefits Test</b>
<b>Part C - Attachment 3 – Master Delivery Schedule</b>
<b>Part C - Attachment 4 – QLD Charter for Local Content – Tenderers’ Statement of Intent Form</b>

# Statement of Intent - Tenderers

## Queensland Charter for Local Content

### Notice for project proponents/statement authors

The purpose of this statement is to outline how you, as the tenderer, aim to address the principles of the Queensland Charter for Local Content for this tender.

The statement should be completed as per the Tenderers and Grant Applicants' Guidelines to the Statement of Intent found at [www.statedevelopment.qld.gov.au/charter](http://www.statedevelopment.qld.gov.au/charter)

Project reference number (Contract or QCLC reference)	
Project title	
Project value	
Project proponent	
Project location	
Expected completion date of project	

### Queensland Charter for Local Content Principles Statement

The charter has adopted five principles to promote industry capability and maximise local industry participation in eligible Queensland Government procurement. Refer to Section 3 of the [Tenderers and Grant Applicants' Guidelines](#) for detail on the five principles.

Full, fair and reasonable opportunity	<p><u>Bus Supply</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul> <p><u>Maintenance and Service</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul>
Value for money	<p><u>Bus Supply</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul> <p><u>Maintenance and Service</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul>
Regional and industry development	<p><u>Bus Supply</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul>



Queensland  
Government

	<p><u>Maintenance and Service</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul>
Transparency of process	<p><u>Bus Supply</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul> <p><u>Maintenance and Service</u></p> <ul style="list-style-type: none"><li>• XXX</li></ul>
Will this project be consistent with international obligations?	<p>Yes</p> <p>No</p>

**Please describe how the tenderers will encourage contractors and subcontractors to apply the charter's five principles and any reporting requirements (i.e. clauses in contracts)**

Refer to the Example - special conditions of contract clause for further details.

Bus Supply

- XXX

Maintenance and Service

- XXX

OUR REF: TMR8023-AD003

# TMR8023 ITO ADDENDUM 003

<b>Addendum Number:</b>	003	<b>Transport and Main Roads contact details</b>	
<b>Invitation Name:</b>	Supply of Buses and the Provision of Maintenance Services and Parts	<b>Contact Officer:</b>	Procurement Officer
<b>Invitation Number:</b>	TMR8023	<b>Email Address:</b>	TMRRailReplacementBusProcurement@translink.com.au
<b>Issue Date:</b>	26 September 2023	Enquiries to be directed to the contact officer above	

**Note:** Responses to Offeror questions/clarifications will be available to all Offerors through addendums to ensure equal access to information. All Offeror questions/clarifications published in addendums are de-identified.

<b>No. 1</b>	<b>TMR AMENDMENT:</b> <i>Update to Offer submission method.</i>
	<b>Response:</b> It is a requirement that all Offers submitted to TMR are sent via email through the email address outlined in the tender documents and included below for reference: <a href="mailto:TMRRailReplacementBusProcurement@translink.com.au">TMRRailReplacementBusProcurement@translink.com.au</a>  Please note emails up to 100MB in size can be sent. If any issues occur due to file size, please send the Offer in separate emails using sequential numbering in the subject of the email.

