

# Guide For Suppliers



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# Guide for Suppliers

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## Introduction

In order to assist and inform suppliers Ipswich City Council has developed this Guide for Suppliers. The guide aims to answer frequently asked questions and the following key topics are covered:

- About Ipswich
- Ipswich City Council Organisation Structure
- Ipswich City Council Procurement Policy
- Workplace Health and Safety Information
- Supply Requirements
- Key Contacts

Ipswich City Council is also committed to ensuring all of its policies, procedures and practices relating to procurement are consistent with best practice and conform to the highest standards of ethical conduct.

Ipswich City Council has released a Statement of Business Ethics – Procurement, which outlines the integrity and ethical standards expected by Ipswich City Council of both employees and suppliers when doing business. The Statement of Business Ethics – Procurement can be found on the Council website.

## Information about Ipswich

Ipswich is strategically located in South East Queensland, which has a population of 150,000 and is located 1 hour from the Port of Brisbane. Ipswich is the oldest provincial city in Queensland, and this is reflected by the grace and magnitude of more than 6,000 heritage listed sites.

The Ipswich region will be one of the catalysts for the future growth and changes in SEQ. Located 40 km west of Brisbane, Ipswich is one of the fastest growing sub-regions of South East Queensland. It is expected that the current population will grow to 318 000 over the next 20 years. This growth will clearly provide Council with both challenges as well as opportunities. It will provide Council with the opportunity to plan for this growth and to create the community that its citizens desire. But it also creates the challenge of managing this growth to achieve acceptable outcomes.

## Council's Mission

Ipswich City Council will:

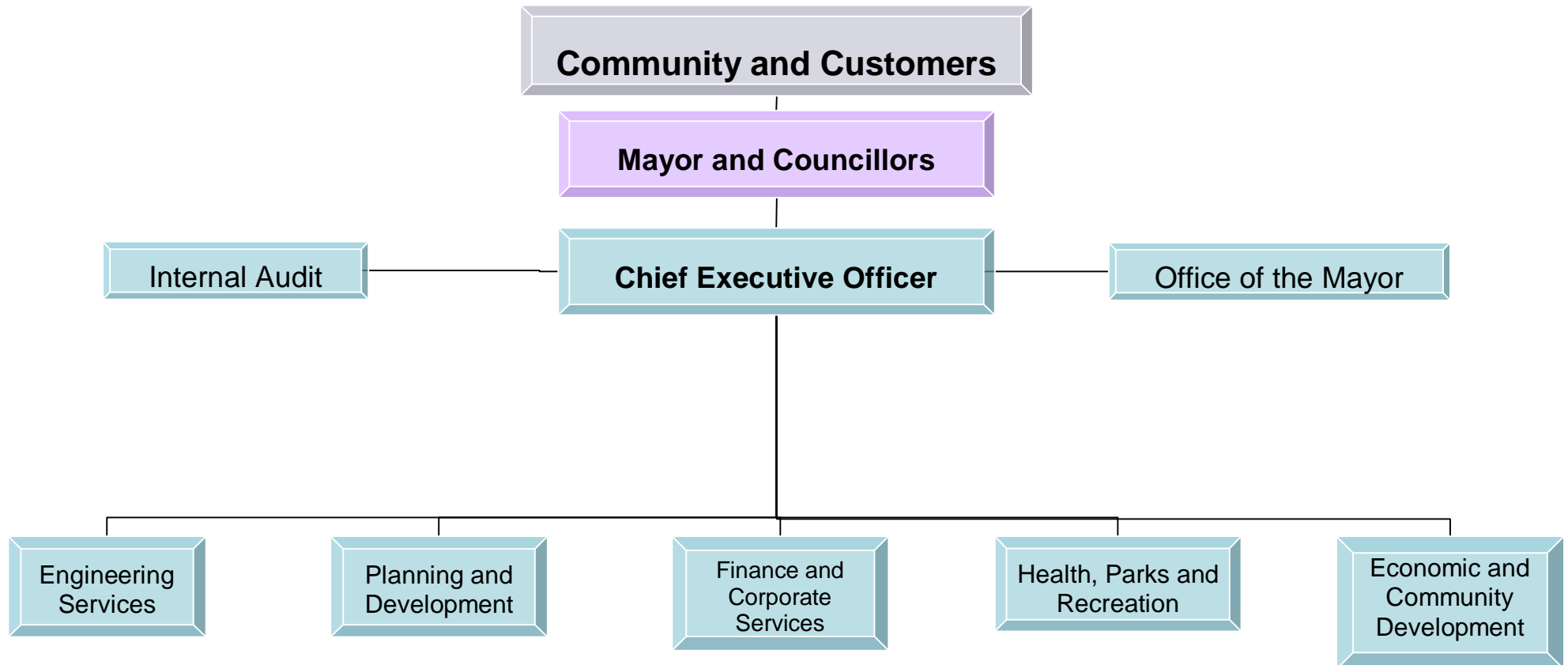
- create sustainable communities as reflected in *Ipswich 2020 and Beyond*;
- facilitate development and delivery of the strategic vision and associated plans for the City;
- deliver high quality, affordable services and infrastructure;
- promote responsible communities and behaviour;
- lobby other bodies on behalf of residents to improve our quality of life; and
- ensure Council operates on a sustainable basis over the long term.

## Ipswich 2020 and Beyond

This project has defined a vision for Ipswich in the year 2020 and beyond and outlined the activities that need to be undertaken over the next two decades by Council, the community and other key stakeholders to see the vision achieved. This is the first plan of this kind for Ipswich and will place Ipswich in a strong position to address the future challenges to be faced by the City.

Ipswich City Council has embraced the challenge of planning for the next 20 years and the leadership this requires. However, it is intended that Ipswich 2020 and Beyond be embraced by the community. Council has recognised the importance of planning with the community and has dedicated the time and resources necessary to ensure that a vision for Ipswich is clearly articulated. A good range of stakeholders were involved in the preparation and implementation of the plan. This is not the first nor the last plan to be prepared in Ipswich but it is the first Vision.

## Organisation Chart



## Procurement Policy

The goal of Ipswich City Council purchasing is to ensure that expenditure of public funds results in the best cost/value ration. Potential suppliers will be given fair and equitable consideration of each tender or quotation submitted.

All purchases of goods and services must be carried out in compliance with the *Local Government Act 2009*, and the *Local Government Finance Standard 2005* and amendments thereto. In particular, Chapter 4 of the Local Government (Finance, Plans and Reporting) Regulation 2010.

The methods, practices and procedures for obtaining goods, and services will be prudent and beyond reproach.

All Council officers, when purchasing goods and services will advance the interests of the Council, attain a high level of professionalism and credibility with suppliers, and act with integrity and fairness.

The Simple and Complex Procurement Handbooks set out the procedures for the procurement of goods and services in the following situations:-

- Assets
- Petty Cash
- Purchase Card
- Internet Purchases
- Goods and services less than \$1000
- Goods and services between \$1000 and \$150 000
- Goods and services over \$150 000.



## Tenders and Quotations

- (a) Public Tenders will be invited for the supply of all goods and services involving a cost of more than \$150 000 or for a lower cost where it is deemed appropriate.
- (b) Public Tenders shall be invited in accordance with the provisions of the *Local Government Act 2009*.
- (c) Tenders will have a public opening, where suppliers are still submitting their tenders in hard copy, see LG Tenderbox section.
- (d) Council will evaluate tenders in accordance with the principles governing the making of contracts as listed in the *Local Government Act 2009*.
- (e) Quotations are invited for the supply of all goods and services involving a cost of more than \$1000.00 up to \$150 000.00.
- (f) Council will evaluate quotations in accordance with the principles governing the making of contracts as listed in the *Local Government Act 2009*.
- (g) Quotations will be called on an financial year basis for the provision of Annual Supply Orders, involving a cost of up to \$150 000.00 a year.

## LG Tenderbox

Council has implemented Local Buy's e-tendering solution, LG Tender Box. Local Buy is a commercial entity wholly owned by the Local Government association of Queensland (LGAQ), which provides procurement services to Local Governments throughout Queensland. In the near future, Council will be implementing the full e-tendering solution and suppliers will be able to upload tender responses rather than producing hard copies for the physical tender box located on Council premises.

LG Tender Box is accessed via the website [www.lgtenderbox.com.au](http://www.lgtenderbox.com.au). This website provides an online interface for businesses and Queensland Councils. Businesses are able to view tender opportunities and download documents at no charge. The system is also capable of lodging electronic submissions, however this functionality will not be implemented by ICC at this time.

In order for a supplier to download documents they first need to register their company details on the website. As part of this process, suppliers are able to register their interest against various products and services categories and the region they operate in. This registration enables the supplier to be sent automatic notifications of any new tenders lodged against these categories from any of the participating councils. Council's can then search for suppliers who are registered against the categories. This on-line supplier registration facility will provide a valuable resource to Council when sourcing quotations.

The site provides a full audit trail of companies who have downloaded documents, and thus in the case of addendums needing to be issued, can be sent to all suppliers at once via email and loaded onto the website. A forum is available for potential suppliers to clarify any requirements of the tender, and remain anonymous, with responses being available to all who have downloaded the document.

As part of the service offered, Local Buy provide support to users of the site through downloadable user guides, a help desk number and email address. These details are:

LG Tender Box Help Desk

Free call 1800 779 027

Email: [lgtenderbox@localbuy.net.au](mailto:lgtenderbox@localbuy.net.au)



In the event that suppliers are unable to access any part of the LG Tender Box website

ie: registering, downloading documentation, submitting proposals etc they should contact either the LG Tender Box Help Desk or the Contracts Department on the numbers listed below.

Documentation will still be available from the Cashiers at Ipswich City Council's Administration building at 45 Roderick Street Ipswich, but will incur a document fee. Documents will then be posted out or can be collected in person. These purchases can be made over the phone with payment by Credit Card. The contact number for this option is 3810 6270.

If you have any questions concerning LG Tender Box please contact the Contracts Section of the Strategic Supply Branch for help.

Contact: [Karen Walker – Contracts Administration](#)

(07) 3810 6519

## Workplace Health and Safety

Ipswich City Council is committed to ensuring the health and safety of its workers and that other persons are not affected by the conduct of its business or undertaking. Our *People First* strategy aims to achieve the following goals:

- Appoint suppliers who provide cost effective , efficient products and services that exceed safety and quality standards/requirements.
- Provide a safe and healthy workplace for employees and encourage mutually beneficial relationships with customers, suppliers and other staff.
- Provide an environment that promotes awareness of the benefits of safety and well being.
- Design processes which maximise health and safety.
- Build and deliver inputs that are fit for use and meet appropriate standards.
- Ensure outputs are hurt-free for our customers, staff and stakeholders.

Develop a trained, motivated workforce that delivers high quality, safe services and products, ensuring customer satisfaction.

As a supplier of goods or services to Council, you must comply with the Queensland legislation and meet standards for ensuring health and safety. All contractors and sub-contractors engaged to perform work on Ipswich City Council premises are required as part of their contract to comply with relevant legislation/standards as well as workplace health and safety policies and procedures of the Council. Failure to meet these standards or observe a direction in relation to health and safety will be dealt with in accordance with the terms of your contract.

Note that under the Queensland *Workplace Health and Safety Act 1995*, a worker or anyone else at a workplace has the following obligations –

1. To comply with instructions given for workplace health and safety at the workplace by the employer ( or principal contractor for construction work) at the workplace.
2. To use personal protective equipment if the equipment is provided by the worker's employer and the worker is properly instructed in its use.
3. Not to wilfully or recklessly interfere with or misuse anything provided for workplace health and safety at the workplace.
4. Not to wilfully place at risk the workplace health and safety of any person at the workplace.

Not to wilfully injure himself or herself.

## Useful Links

Ipswich City Council Website – Tenders and Supply -  
[www.ipswich.qld.gov.au/business/tenders/index.php](http://www.ipswich.qld.gov.au/business/tenders/index.php)

Ipswich City Council Website – New Supplier Registration –  
[www.ipswich.qld.gov.au/business/tenders/supplying\\_council/](http://www.ipswich.qld.gov.au/business/tenders/supplying_council/)

Old Department of Industrial Relations [www.dir.qld.gov.au/workplace/law/index](http://www.dir.qld.gov.au/workplace/law/index)

Office of the Queensland Parliamentary Council [www.legislation.qld.gov.au/Acts/SLs/Acts SI.htm](http://www.legislation.qld.gov.au/Acts/SLs/Acts%20SI.htm)

SAI Global (AS/NZS and National Standards)  
<http://www.saiglobal.com/shop/Script/search.asp>

Australian Safety and Compensation Council <http://www.ascc.gov.au/>

Queensland Government Workplace Health and Safety  
<http://www.deir.qld.gov.au/workplace>

Some key items of legislation that relate to workplace health and safety include;

- Workplace Health and Safety Act 1995 and Workplace Health and Safety Regulations 2008
- Workers' Compensation and Rehabilitation Act 2003 and Workers' Compensation and Rehabilitation Regulations 2003
- Electrical Safety Act 2002 and Electrical Safety Regulation 2002
- Dangerous Goods Safety Management Act 2001 and Dangerous Goods Safety Management Regulations 2001

## Purchasing and Invoicing Requirements

### Purchase Order Requirements

Orders are required for all Ipswich City Council purchases, except credit card transactions.

A sample of an Ipswich City Council purchase order form is attached in Appendix ii.

Purchase orders will contain the following information

- Purchase order number
- Date
- Description of goods and services
- Quantity and unit of measure
- Price
- Delivery Date
- Delivery Address

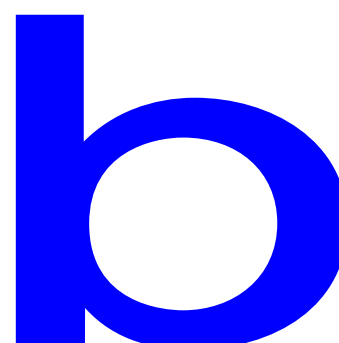


Tip: Do NOT accept any requests for Goods or Services with a Purchase Order, unless it is being paid for with Council Purchase Card

### Delivery Requirements

Suppliers should ensure that goods for delivery are labelled correctly to assist with goods receipting and payment. Labels should identify the delivered goods clearly, providing a basis for tracing deliveries. A delivery docket should accompany goods and contain:

- Ipswich City Council purchase order number
- Delivery Address
- Meaningful description of the goods
- Unit of measure as shown on the purchase order
- Ipswich City Council Stock Code (if applicable)



### Procedure for delivery to Riverview Store

1. Use the intercom button to speak to the Supply/Store staff – they will open gate
2. Follow the Yellow road markings to the store building
3. Present relevant paperwork to store staff and deliver goods
4. Follow signs to Exit gate – this gate will automatically open

## Invoicing Requirements

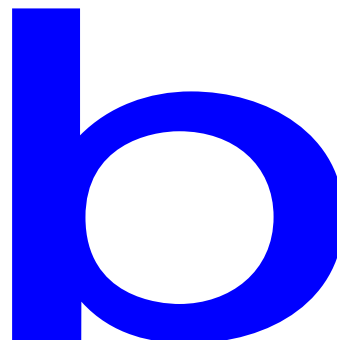
Suppliers should send all invoices directly to the Accounts Payable Department.

Council's preferred method of receiving invoices is electronically via email to:

[invoices@ipswich.qld.gov.au](mailto:invoices@ipswich.qld.gov.au)

Alternatively they can be posted to:

Ipswich City Council  
PO Box 191  
IPSWICH QLD 4305  
Attention: Accounts Payable



Invoices must contain:

- Purchase Order Number
- Delivery Address
- Ipswich City Council item number (if applicable)
- Correct unit of measure as quoted on the delivery docket and order
- Correct extension of quantity
- Correct extension of price
- Gross price including freight, levies, tax, government charges
- Supplier name, address and ABN
- Supplier item code
- Delivery docket number as supplied with the goods

Before payment is made, the order, delivery docket and invoice will be reconciled. Delayed payments are often caused by quantity and/or price differences between the order, delivery documentation and invoice. Delays are also encountered when the Purchase Order number is not annotated on the invoice.

## Payments Details

Ipswich City Council standard payment terms are 30 days from the date of receipt of the invoice at Accounts Payable, electronic invoices will only be accepted directly from the supplier and not from a Council Officer – ensure invoices are forwarded only to the Accounts Payable department, electronically or by mail.

Ipswich City Council will process correctly completed invoices as required by the terms and condition of purchase using:

- EFT runs performed on a weekly basis
- Cheques
- Credit Card payments

## Australian Made Goods

Council is committed to the principle of buying "Australian Made" while still complying with the principles governing the making of contracts in the *Local Government Act 2009*.



## Key Contacts

Normal office hours for the Supply Division are as follows

General Supply - 7.30am to 4.30pm, Monday to Friday  
Ground Floor Administration Building  
45 Roderick Street  
Ipswich

Riverview Store - 7.00am to 4.00pm, Monday to Friday  
Kenneth Street Riverview



Supply Centralised Procurement Team – 07 3810 7600  
Supply Centralised Accounts Payable Team – 07 3810 7070

Supply Team Contacts are:

Title	Name	Contract Details
Strategic Supply Manager	Wayne Bichel	07 3810 7621
Supply Supervisor		07 3810 6278
Senior Accounts Payable Officer	Julie Kaufmann	07 3810 6286
Senior Purchasing Officer	Kathryn Kirkby	07 3810 6537

# Appendix 1

Ipswich City Council

New Supplier Application Form  
New Supplier Insurance and WH & S Form





## NEW SUPPLIER FORM

### Part A – for External Ipswich City Council Suppliers

When completing this form please PRINT all details

IPSWICH CITY COUNCIL OFFICE USE ONLY <i>RETURN THIS COMPLETED FORM TO ICC REQUESTING PURCHASING OFFICER BELOW</i>				New Supplier No.	Update Only		
Requesting Ipswich City Council Officer	Name				IPSWICH CITY COUNCIL Address	PO Box 191 IPSWICH QLD 4305	
	Phone						
	Email						
	Fax						
SUPPLIER TO COMPLETE AND ENDORSE							
Supplier Details							
Business/Company Name				PO Box		Town/Suburb	
Street				State		Post Code	
Town/Suburb				Phone No.	()		
State		Post Code		Mobile No.			
Purchasing E-mail				Purchasing Fax No	()		
Supplier E-mail				Supplier Fax No.	()		
Payment to Head Office	Yes <input type="checkbox"/>	No <input type="checkbox"/>	(If Yes please attach Head Office details)				
Payment Options ( <input type="checkbox"/> applicable box)							
Option 1	EFT (Ipswich City Council preferred option)		<input type="checkbox"/>	Bank No. (BSB)	:	:	:
Bank Name				Bank Country			
Branch Address				Reason for Non-EFT Payment Option, if applicable			
Account No.							
Option 2	Cheque		<input type="checkbox"/>				
Please advise if payment by Credit Card is accepted.						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Payment Control							
Terms of Payment				Note – Net 30 days from Invoice receipt Ipswich City Council standard terms.			
Reason for non-standard terms							
Tax Details ( <input type="checkbox"/> applicable box)							
Creditor ABN				Branch No. (If applicable)			
GST Registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is PAYG Applicable	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Nature of trading Enterprise/Activity of Creditor							
Additional Information							
Sales Contact Details	Name:				Phone/Mobile		
	Email:						
Accounts Receivable Contact Details	Name:				Phone/Mobile		
	Email:						
Printed Name				Position/Title			
Signature				Date			
As part of protecting your privacy, Ipswich City Council advises that it may disclose your personal information to carry out purchasing transactions, but will not disclose it for any other purpose without your prior consent. If you have any questions, please ask for a copy of Ipswich City Council Privacy Statement.							



## NEW SUPPLIER INSURANCE FORM

SUPPLIERS INSURANCE

"[INSERT SUPPLIER NAME]"

Details of Suppliers Work cover insurance	Insurer:	
	Policy number:	
	Sum insured:	
	Current to:	
Details of Suppliers public liability insurance	Insurer:	
	Policy number:	
	Sum insured:	
	Current to:	
Details of Suppliers product liability insurance	Insurer:	
	Policy number:	
	Sum insured:	
	Current to:	
Details of Suppliers motor vehicle/plant insurance	Insurer:	
	Policy number:	
	Sum insured:	
	Current to:	
Do the Services include professional services?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	If Yes, give details of the Suppliers professional indemnity insurance:	
	Insurer:	
	Policy number:	
	Sum insured:	
	Current to:	
PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE FOR EACH INSURANCE MENTIONED ABOVE.		
FOR ANY ENQUIRIES CONTACT PURCHASING ON (07) 3810 7600		
PLEASE RETURN FORM TO: <a href="mailto:supplyreq@ipswich.qld.gov.au">supplyreq@ipswich.qld.gov.au</a> , or fax to (07) 3810 6740		



## WORKPLACE HEALTH & SAFETY FORM

Council may be unable to engage suppliers that cannot demonstrate compliance with Queensland *Workplace Health and Safety Act 1995*. Details of and your obligations with regards to the *Workplace Health and Safety Act 1995* may be obtained via [www.deir.qld.gov.au/workplace](http://www.deir.qld.gov.au/workplace)

Compliance with any other state Workplace Health and Safety Legislation is NOT acceptable

1	<p>Does the Supplier have a workplace health and safety policy?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach a copy and mark it as “1”.</i></li> </ul>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
2	<p>Does the Supplier have a workplace health and safety management system or plan?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach a copy of the contents page and mark it as “2”.</i></li> </ul>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
3	<p>Are workplace health and safety responsibilities and accountabilities clearly identified for the Supplier’s Personnel at all levels?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach a copy or an outline of how these responsibilities and accountabilities are identified and mark the attachment as “3”.</i></li> </ul>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
4	<p>Does the Supplier have in place safe work procedures, work method statements or other specific workplace health and safety instructions relevant to the Supplier’s operations?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach a summary listing and mark the attachment as “4”.</i></li> </ul>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
5	<p>Does the Supplier have a documented workplace health and safety incident reporting and investigation procedure?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach a copy of the incident report form and mark the attachment as “5”.</i></li> </ul>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
6	<p>Does the Supplier have in place procedures for maintaining, inspecting and assessing the hazards of plant owned or operated by the Supplier?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach details and mark the attachment as “6”.</i></li> </ul>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
7	<p>Are regular health and safety inspections conducted at worksites?</p> <hr/> <p>If Yes, how often?</p>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>
8	<p>Does the Supplier document workplace inspections and corrective actions?</p>	Yes <input type="checkbox"/> <input type="checkbox"/>	No <input type="checkbox"/>


9	<p>Has the Supplier been issued with an improvement or prohibition notice by Workplace Health and Safety Queensland or been convicted of a workplace health and safety offence?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach details, including the date and the offence and any penalty imposed, and mark the attachment as “9”.</i></li> </ul>	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/> No</p>
10	<p>Does the Supplier hold a certificate of competency or licence for workers intended to be involved in the supply of the Goods or Services?</p> <ul style="list-style-type: none"> <li><i>If Yes – attach copies and mark the attachment as “10”.</i></li> </ul>	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/> No</p>
11	<p>Set out details of the workplace health and safety training conducted by the Supplier:</p>	

## Appendix 2

Ipswich City Council

Sample Purchase Order



		<h1>PURCHASE ORDER</h1>			<b>Invoice To:</b> IPSWICH CITY COUNCIL ABN 61 461 981 077 PO Box 191 IPSWICH QLD 4305 Phone: (07) 3810 6666 Email: Invoices@ipswich.qld.gov.au		<b>ORDER NUMBER</b> 114967 <b>Order Date:</b> 25-SEP-08 <b>Page:</b> 1 of 1 <b>BUYER</b> Hayes, Jeffrey Gordon <b>Buyer Contact Phone</b> 07 3810 7600 <b>Ship Via</b> <b>Freight Terms</b>	
<b>Supplier:</b>  <b>Fax:</b> <b>Email:</b>		<b>Ship To:</b> KHOLE BOTANICAL GARDENS RIVERSIDE DRIVE MUIRLEA, 4306 AUSTRALIA			<b>ORDER NUMBER MUST BE QUOTED IN FULL ON ALL DELIVERY DOCKETS, CART NOTES, AND INVOICES.</b>			
LINE	ITEM	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT COST (Exclusive of GST)	EXTENDED COST (Inclusive of GST)	
1		Hire of crane Kholo Gardens  SHIP TO: Ipswich Mall (Tenancy 101) Tenancy 101 Customer Service Centre Ipswich, 4305 Australia  DELIVER TO: Goebel, Joseph Hilary (Hilary) (1.00)	NEEDED: 27-SEP-08	01.00	Each			
<b>ORDER TOTAL, INCLUSIVE OF GST:</b>								

**CONDITIONS OF CONTRACT**

1. These terms and conditions apply to, and are taken to be incorporated in, any Purchase Order (Council's official document for ordering goods and services) referring to these terms and conditions.
2. Council is not responsible for goods or services supplied without a Purchase Order.
3. The order number appearing on a Purchase Order must be quoted on all invoices, delivery dockets, parcels and correspondence relating to the Purchase Order or the goods or services ordered under it.
4. These terms and conditions apply subject to any written contract between Council and the person (Supplier) to whom a Purchase Order is issued. However, these terms and conditions are to be given effect to fullest extent that they can be, consistently with any such contract.
  - A Supplier is taken to have accepted these terms and conditions if Council issues a Purchase Order to the Supplier and the Supplier:
    - (a) makes or purports to make a supply of goods or services under the Purchase Order; or
    - (b) otherwise signifies the Supplier's agreement to supply the goods or services ordered in the Purchase Order or to these terms and conditions.
5. No variation of these terms and conditions (or of a Purchase Order) binds Council unless the variation is in writing and signed or issued by an authorised Council delegate.
6. The Supplier must supply the goods or services under the Purchase Order to Council:
  - (a) at any time, within any period or by any due date specified in the Purchase Order; or
  - (b) promptly if no time, period or date is specified.

A full listing of the Ipswich City Council Standard Purchase Order Terms and Conditions can be found at:  
[http://www.ipswich.qld.gov.au/business/tenders/supplying\\_council](http://www.ipswich.qld.gov.au/business/tenders/supplying_council)

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## Appendix 3

Ipswich City Council

Standard Terms & Conditions



# STANDARD TERMS & CONDITIONS

1. These terms and conditions apply to, and are taken to be incorporated in, any Purchase Order (Council's official document for ordering goods and services) referring to these terms and conditions.
2. Council is not responsible for goods or services supplied without a Purchase Order.
3. The order number appearing on a Purchase Order must be quoted on all invoices, delivery dockets, parcels and correspondence relating to the Purchase Order or the goods or services ordered under it.
4. These terms and conditions apply subject to any written contract between Council and the person (Supplier) to whom a Purchase Order is issued. However, these terms and conditions are to be given effect to fullest extent that they can be, consistently with any such contract. A Supplier is taken to have accepted these terms and conditions if Council issues a Purchase Order to the Supplier and the Supplier:
  - (a) makes or purports to make a supply of goods or services under the Purchase Order; or
  - (b) otherwise signifies the Supplier's agreement to supply the goods or services ordered in the Purchase Order or to these terms and conditions.
5. No variation of these terms and conditions (or of a Purchase Order) binds Council unless the variation is in writing and signed or issued by an authorised Council delegate.
6. The Supplier must supply the goods or services under the Purchase Order to Council:
  - (a) at any time, within any period or by any due date specified in the Purchase Order; or
  - (b) promptly if no time, period or date is specified.
7. If the Purchase Order is an order for goods:
  - (a) the Supplier is responsible, at its cost, for the packing and transporting the goods to the place or places specified in the Purchase Order or otherwise notified.
  - (b) the goods must be in a new and unused condition and of recent origin unless the Purchase Order says otherwise;
  - (c) the goods must be fit for any purpose stated in the Purchase Order or for which those or similar goods could reasonably be expected to be required;
  - (d) the goods must be packaged and labeled in accordance with all relevant legal requirements; and
  - (e) the goods must be in accordance with any relevant Australian Standard (or relevant International Standard if there is no relevant Australian Standard) unless the Purchase Order states otherwise.
8. If the Purchase Order is an order for goods, are or include a hazardous substance (as defined by the *Workplace Health and Safety Regulation 1997*) or lead, the Supplier must:
  - (a) prepare a MSDS (as defined by and complying with that Regulation) and give a copy of the MSDS when first supplying the goods to Council;
  - (b) ensure that the goods are marked with international danger symbols and display the name of the hazardous substance or lead in English and accompanied by emergency material in English in the form of written instructions, labels or warnings; and
  - (c) otherwise comply with the legal obligations of the Supplier as the supplier of the hazardous substance or lead under the *Workplace Health and Safety Act 1995*.
9. The Supplier must comply with all legal requirements in connection with the supply of the Deliverables. The Supplier must comply with all duties and obligations under the *Workplace Health and Safety Act 1995*.
10. The Supplier must immediately communicate to Council all information held by or reasonably available to the Supplier regarding any potential hazards or special requirement in the transport, packaging, storage, handling or use of any goods ordered in the Purchase Order.
11. The Supplier must ensure that all goods ordered in the Purchase Order are properly packed to avoid being damaged during delivery, loading and unloading. All packages are to be clearly marked with the Purchase Order number and location of delivery.
12. If the law or Council requires it, the Supplier must give Council all necessary certificates of conformance, certificates of analysis and test certificates for goods ordered in the Purchase Order.
13. Receipt of the goods by Council will not of itself constitute acceptance of goods ordered in the Purchase Order. Council will be taken to have accepted the goods on the earlier of giving notice to the Supplier of the acceptance of the goods or the expiry of the defects period in the next condition if Council retains the goods and does not give the Supplier notice of the rejection of the goods.
14. If goods received by Council are defective:
  - (a) Council may, within 10 business days after receipt of the goods, give the Supplier notice of the rejection of the goods and in that case Council will not be responsible for the care or custody of the rejected goods from then onwards; and
  - (b) Council may, specify in the notice that Council requires the Supplier to remove the rejected goods and refund to Council any payment made by Council for the rejected goods or replace or rectify the rejected goods within a time stated in the notice, in which case the Supplier must comply with the notice.
15. The goods ordered in the Purchase Order will be at the Supplier's risk until they are delivered to Council. Title to the goods passes to Council when Council pays for (or, by way of set-off, gives credit for) the goods but reverts to the Supplier if Council gives the Supplier notice of the rejection of the goods and the Supplier refunds to Council any payment made by Council for the rejected goods.
16. The Supplier must ensure that all services ordered in the Purchase Order are, and warrants that those services will be, supplied:
  - (a) promptly and with due care, skill, competence and diligence and in accordance with any relevant Standard; and
  - (b) in accordance with all of Council's reasonable requirements and directions concerning the services.
17. The Supplier warrants that it has the necessary skills and expertise to be able to competently supply any services ordered in the Purchase Order and must supply all personnel, premises, plant and equipment necessary for the proper supply of the services.
18. If Council reasonably decides that services supplied by the Supplier are defective, Council may give the Supplier notice telling the Supplier that the services were defective and requiring the Supplier to again supply the services (or the part of the services which was defective) or rectify the defects in the services. The Supplier must promptly comply with the notice.
19. Council is not obliged to pay the Supplier unless and until the Supplier has supplied the ordered goods or services in accordance with these terms and conditions and issued to Council an invoice which:
  - (a) is a tax invoice under *A New Tax System (Goods and Services Tax) Act 1999*;
  - (b) identifies the goods or services for which payment is being invoiced;
  - (c) is in an amount specified or calculated as provided by the Purchase Order;
  - (d) specifies a correct Purchase Order number; and
  - (e) is issued in any form notified by Council to the Supplier from time to time and to any person, section or address within Council as notified by Council to the Supplier from time to time.
20. If Council asks the Supplier to give Council additional information or documentary evidence concerning an invoice, the Supplier must promptly give Council that information or evidence.
21. Council will pay the invoice within 30 days after it is given to Council and the Supplier has given Council any additional information or evidence Council has requested. Invoices should be emailed to [invoices@ipswich.qld.gov.au](mailto:invoices@ipswich.qld.gov.au) or alternatively posted to PO Box 191 IPSWICH QLD 4305.
22. Council is not required to pay interest on the amount of an invoice, even if Council does not pay the invoice on time.
23. Council may deduct from, and set-off against, any money due by Council to the Supplier a debt or other liquidated amount due by the Supplier to Council and any unliquidated amount due by the Supplier to Council. Council is not compelled to exercise that right of deduction and set-off and does not have to give notice to the Supplier before exercising the right.
24. The Supplier must not, and must ensure that its employees and agents do not, use or disclose Council's confidential information except if and to the extent that Council consents to the use or disclosure, the use or disclosure is required by law, the use or disclosure is required in order for the Supplier to fulfill the Purchase Order or the confidential information is disclosed by the Supplier to any of its employees and agents who need to know the confidential information in order to fulfill their duties to the Supplier in connection with fulfilling the Purchase Order. The Supplier must, on Council's written demand made at any time, give to Council any documents or other media in its possession, power or control containing any of Council's confidential information. Council's information is deemed confidential unless it is already lawfully in the public domain.
25. The Supplier acknowledges that Council may be required to disclose information concerning the Supplier in order to comply with (or to enhance compliance with) legal requirements, including those arising under the *Freedom of Information Act 1992* and the *Local Government Act 2009*. The Supplier agrees not to make any claim against Council in connection with any such disclosure.
26. All intellectual property rights developed by the Supplier in fulfilling the Purchase Order will vest in Council on the creation of the material in which those rights subsist. No intellectual property rights held by Council vest in or are licensed to the Supplier.
27. The Supplier will be liable for the acts, omissions and conduct of the Supplier's employees and agents as if they were the personal acts, omissions or conduct of the Supplier.
28. The Supplier indemnifies Council against any claim brought or claimed by a third party against Council or the Supplier or both Council and the Supplier in connection with any negligent act, omission or conduct by the Supplier or any of its employees or agents, breach of these terms and conditions by the Supplier or breach of a legal requirement by the Supplier or any of its employees or agents, except to the extent that the claim is due to any negligent or unlawful act, omission or conduct by Council or its employees or agents. The Supplier cannot bring such a claim against Council.
29. The Supplier must hold and maintain adequate workers' compensation insurance, public liability insurance providing cover of at least \$5 million per claim and (if relevant) product liability and/or professional indemnity insurances providing cover of at least \$2 million per claim.
30. The Supplier must comply with all applicable rules, policies, standards, codes of conduct, directions and procedures notified by Council whenever, in the course of fulfilling the Purchase Order, the Supplier enters on Council's premises, uses Council's facilities, equipment or resources, deals with Council's employees or other suppliers or deals with members of the public.
31. The Supplier must hold, maintain, keep current and comply with all conditions of all licenses, consents, approvals and permits which the Supplier needs by law in connection with fulfilling the Purchase Order.
32. If the Supplier breaches these terms and conditions, Council may cancel the Purchase Order without liability to the Supplier in addition to exercising any other rights and remedies arising from the breach.