

## 1 HEAD OF POWER

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- *Local Government Act 2009 (Qld)*
- *Local Government Regulation 2012 (Qld)*
- *Human Rights Act 2019 (Qld)*
- *Public Records Act 2023 (Qld)*
- *Public Sector Ethics Act 1994 (Qld)*
- *Statutory Bodies Financial Arrangements Act 1982 (Qld)*
- *Work Health and Safety Act 2011 (Qld)*

## 2 POLICY PURPOSE

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This policy regulates and guides all Council procurement and contracting activities, ensuring compliance with the *Local Government Act 2009* and *Local Government Regulation 2012*.

The purpose of this policy is to set out Council's requirements for purchasing goods and services, and for applying the Sound Contracting Principles to all procurement activity.

As this is a Statutory Policy, it operates as a combined policy and procedure. It goes beyond what is normally required in a policy as it needs to meet the requirements detailed in the relevant legislation.

## 3 POLICY OBJECTIVE

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The objective of this policy is to ensure all procurement activities:

- Are conducted professionally, promoting probity, transparency and accountability
- Comply with legal and statutory obligations
- Achieve value for money
- Minimise operational costs
- Effectively manage risk
- Promote environmentally and socially responsible practices
- Maintain public confidence in Council's procurement activities
- Assist in achieving Council's goals as outlined in the Corporate Plan

## 4 POLICY SCOPE

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This policy applies to Council officers with delegated authority to procure goods, services, equipment, consultancy services, construction contracts and service contracts for and on behalf of Council.

## 5 POLICY STATEMENT

Under *Section 198* of the *Local Government Regulation 2012*, Council must prepare and adopt a procurement policy detailing the principles, including sound contracting principles, for purchasing goods and services in the financial year.

Council will operate under the *Default Contracting Procedures of Chapter 6, Part 3 of the Local Government Regulation 2012*, which outlines the requirements for medium sized contractual arrangements, large sized contractual arrangements, valuable non-current asset contracts and the tender process.

In accordance with *Section 104 of the Local Government Act 2009*, Council will ensure financial sustainability by establishing a financial management system that adheres to sound contracting principles when contracting for the supply of goods or services and the disposing of assets.

### 5.1 SOUND CONTRACTING PRINCIPALS

As stipulated in *Section 104(3)* of the *Local Government Act 2009*, Council must consider the following five (5) principles in all procurement and disposal activities:

#### 5.1.1 Value for Money

Council must harness its procurement power to achieve the best value for money. The concept of value for money is not restricted to price alone. When assessing value for money, Council will consider:

- a) fitness for purpose, quality, services, and support;
- b) whole-of-life costs including costs of acquiring, using, maintaining and disposal;
- c) internal administration costs;
- d) technical compliance issues;
- e) risk exposure;
- f) the value of any benefits to the local economy; and
- g) value for money through arrangements with Local Suppliers.

#### 5.1.2 Open & Effective Competition

Procurement should be open and result in effective competition in the provision of goods and services in the Local Government Area. Council must give fair and equitable consideration to all prospective suppliers

#### 5.1.3 The Development of Competitive Local Business and Industry

Council's procurement activities must seek to proactively encourage competitive local business and industry.

Council wishes to pursue the principle of development of competitive local business and industry as part of the process of making its purchasing decisions. For this purpose, Council may accept a tender or offer from a Local Supplier in preference to a comparable tender or offer from a Non-Local Supplier, even if the tender or offer from the Non-Local Supplier has been assessed overall as more favourable in terms of one or more of the assessment criteria applied (including but not limited to price), so long as the differences are not material, and so long as it is clear that the selected Local Supplier can meet Council's requirements at an acceptably high standard which is generally comparable to that of other offers.

But for price, assessment of materiality of the difference between Local Suppliers and Non-Local Suppliers shall be subjective with respect to cumulative selection criteria responses. With respect to pricing however, the materiality threshold shall be greater than 10% (i.e. if a Local Supplier price is more than 10% above the Non-Local Supplier price, these will not be considered comparable offers, with reference only to the pricing criteria).

#### 5.1.4 Environmental Protection

Consideration must be given to support and promote sustainable outcomes through ensuring the necessary balance between environmental, economic, and social aspects to maintain a high-quality environment as a source of competitive advantage, such as:

- a) prevention or minimisation of waste;
- b) use of recycled products and recycling facilities;
- c) conservation of energy in buildings and use of equipment;
- d) control of order quantities to avoid stock build-up, minimise storage requirements and reduce possible obsolescence;
- e) where possible, specification of environmentally friendly products in invitation to offer documents; and
- f) use of environmentally friendly products in the management of parks, recreational grounds and for weed control on roads and kerb sides.

#### 5.1.5 Ethical Behaviour & Fair Dealing

Personnel involved in procurement activities are to behave with impartiality, fairness, independence, openness, integrity, and professionalism, maintaining transparency and accountability in their discussions and negotiations with suppliers and their representatives, consistent with the Local Government Principles and Ethics Principles. All Personnel must:

- a) perform the procurement task honestly and without favour or prejudice;
- b) spend Council funds efficiently and effectively and in accordance with the law and Council policy;
- c) deal fairly, impartially and consistently with suppliers and prospective suppliers;
- d) keep confidential all sensitive information obtained as part of the procurement activity;
- e) not have an actual conflict of interest in relation to the procurement activity; and
- f) not seek or accept any remuneration, gift, or advantage

#### 5.1.6 Work Health and Safety considerations

In addition to the Sound Contracting Principles, consideration must be given to:

- a) selecting suppliers on the basis they can meet the requirements of the *Work Health and Safety Act 2011* (Qld) and associated legislation and Codes of Practice;
- b) identification, verification, and communication of supplier duties in accordance with Council policies and procedures; and
- c) monitoring supplier performance, including the review of Workplace Health and Safety performance.

### 5.2 PURCHASING (GENERAL)

#### 5.2.1 Purchase orders

The issue of a Purchase Order under the terms of contract represents the acceptance of an offer, thereby establishing a legally binding contract. Purchase Orders must be raised before the supply of goods and/or services, subject to certain exceptions as set out in the Administrative Policy or as determined by the Chief Executive Officer.

Personnel must follow the Purchasing Process outlined in Schedule 5.

Purchase Orders must specify where and to whom the goods and/or services are to be delivered along with delivery instructions. Purchase Orders must contain a quoted price or estimated price apportioned to the relevant budget codes. For items where a Purchase Order is not required, sufficient documentation must be retained to identify why the payment was being made and what it was for.

Where an exemption to tender is utilised by Council for the purchase of goods and/or services (see section 5.3), details of the exemption must be provided on the Purchase Order itself (for example, where a Local Buy Prequalified Supplier Arrangement is utilised, the arrangement number must be cited on the Purchase Order).

Expenditure limits and threshold limits have been set in this policy at Schedule 1 to ensure proper fiscal controls and checks are carried out on all purchases. These limits are also subject to having the required budgetary approval.

Requests for retrospective Purchase Orders (i.e. Purchase Orders issued after supply) may result in disciplinary action against both person(s) who raise the Purchase Order and approve.

### **5.2.2 Alternative payment methods**

Use of Corporate Credit Cards must occur strictly in accordance with the policy and procedure of Council.

Fuel purchases may be made using fuel cards. Authorised officers will provide a fuel card upon receipt of an approval request for use on travel for Council business use only. The fuel card and receipts are to be returned to the Authorised Officer as soon as practical after use.

Purchases up to a maximum transaction limit for individual card holders, excluding fixed assets, may only be made by delegated officers using Corporate Credit Cards for low-value, high-volume goods or services. Transaction limits are listed in Schedule 1. Corporate Credit Cards may only be used in accordance with any relevant policy or procedure of Council, and where there is no other reasonable alternative for payment.

### **5.2.3 Acceptance of quotations**

There is no requirement to accept the lowest quotation or price. However, where Personnel choose a quotation other than the lowest, they must provide a brief written justification which must be kept with the order.

The accepted quote must have regard to the Sound Contracting Principles.

### **5.2.4 Confirmation of receipt of goods**

Immediately upon receipt, goods must be inspected for compliance with the order specifications and quantities and be reconciled with the order.

The supplier must be formally notified of any returns or shortfalls or damage to the goods received.

Credit requests will be raised, and shortages endorsed on the delivery documents to ensure that the accounts payable section pays only for the quantities received and authorised for payment.

### **5.2.5 Payment**

Signed proof of satisfactory receipt or delivery of the goods or services must be provided to authorise payment to the supplier. Shortages, incorrect supplies, damaged goods, or inadequate completion of services against scope (together "defects") must be noted to the supplier and invoices must not be paid until defects are rectified by the supplier.

Unless otherwise negotiated or specified in the offer or on the invoice, payment will be made in accordance with Council's trading terms of not greater than thirty (30) days following the date of receipt of the invoice. Personnel must be aware of legislation and contracts requiring earlier settlement.

Settlement discounts will be noted by Personnel and processed within the nominated discount period.

Orders which may require cancellation must be referred immediately to the issuing procurement officer for appropriate action.

### 5.3 GOODS AND SERVICES

#### 5.3.1 General process (procurement of goods and services)

Dependent on the contract value of the goods and services, Personnel shall follow the procedures set out in Schedule 2 of this policy.

#### 5.3.2 Exemptions to general process

For all contracts of any value, Personnel are exempted from compliance with the general process and Schedule 2, if the supplier is either under a Council Arrangement or LGA Arrangement applicable to the proposed supply of goods and/or services.

Appointments to Council Arrangements shall be for a maximum term of:

- a) **Register of Prequalified Suppliers** – two (2) years with one (1) year extension option.
- b) **Preferred Supplier Arrangements** - two (2) years with one (1) year extension option.
- c) **Approved Contractor List** – permanent basis until removed.
- d) **Sole Supplier Arrangements** - two (2) years with one (1) year extension option.

### 5.4 VALUABLE NON-CURRENT ASSETS

#### 5.4.1 General process (valuable non-current assets)

Subject to the exemptions below, Council cannot enter into a valuable non-current asset contract unless it first invites written tenders for the contract or offers the valuable non-current asset for sale by auction.

Notwithstanding the limits set out in Schedule 4, all valuable non-current assets that have been identified as being obsolete or surplus to Council requirements, but with a written down value less than the set limits in Schedule 4, are to be offered for sale by inviting written quotations only.

#### 5.4.2 Exceptions for valuable non-current asset contracts

Council may dispose of a valuable non-current asset (including land or interests in land), other than by tender or auction, if any of the circumstances in section 236 of the Regulation apply, in the manner stated therein.

## 5.5 TENDER

Where a Tender or Expression of Interest is required (i.e. an exemption does not apply), the General Tender Process (along with templates to be used) shall be as set out in the tender process table below:

Step	Description	Milestone	Preconditions
1	<b>Design</b>	Details of the Tender/EOI to be inputted into the template Tender Documents.	Confirm Evaluation Panel members and credentials; check familiarity with legislation and policies; obtain confidentiality agreements from external consultants (Schedule 7); check budget approval; set up receipt processes; draft tender timetable; set up confidentiality procedures; brief all staff; settle Tender Documents and submit for CEO approval.
2	<b>CEO Approval</b>	Obtain CEO Approval to the draft Tender Documents.	
3	<b>Tender Number</b>	Issue Tender number and include on Contracts Register.	
4	<b>Publication</b>	Advertising on social media and website. Tender must be out to market for no less than 21 clear days. Council may additionally utilise platforms such as Vendor Panel.	Check advertising arrangements are compliant; arrange tender briefing meetings; ensure all tenderers have access to the same information; notify tenderers of any significant alterations.
5	<b>Receipt of Tenders</b>	Receive and collate Tenders (generally via nominated tenders email address). Place into Record Management System along with draft Tender Evaluation Sheet.	
6	<b>Tender Evaluation</b>	Each Tender Evaluation Panel member independently completes Tender Evaluation Sheet. Tender Chair consolidates into a single consolidated Tender Evaluation Sheet.	Request conflict-of-interest declarations; check tenders received per Conditions of Tendering; complete evaluations individually then discuss as a team; treat all documents as confidential; assess as quickly as possible; notify shortlisted tenderers of interview; notify non-shortlisted tenderers; document interviews and post-tender negotiations; perform due diligence; plan site inspections; Chair to prepare consolidated evaluation report.
7	<b>Council Resolution</b>	Council Agenda Report placed to Council and	Preferred Tender(s) with consolidated Evaluation Sheet and recommendations to Council.

Step	Description	Milestone	Preconditions
		resolution recorded. Contracts worth \$200,000 or more included on Contracts Register (on website).	Resolution should state: the person contracted with; the value; the relevant legislative sections; and the purpose.
8	<b>Successful/Unsuccessful Letters</b>	Successful/Unsuccessful letters drafted and sent to all Tenderers.	Notify successful tenderer; notify unsuccessful tenderers; debrief unsuccessful tenderers on request; set up pre-start meeting with successful tenderer.
9	<b>Contracts Signed</b>	Contract signed by successful Tenderer(s) and Council (a simple Successful Letter may be sufficient with reference to draft contracts comprising the Tender documents).	
10	<b>Contracts Register</b>	Contract Register updated on Records Management System.	Store all documents securely in Council's records management system.

## 5.6 EVALUATION

When evaluating offers (Step 6), Personnel shall have regard to the Sound Contracting Principles. All offers will be assessed with consideration to the value of the contract, technical requirements, quality, importance of the work to be completed, local preference and compliance with relevant legislation as detailed in this policy.

Wherever possible, more than one officer of the Council will be involved in tender evaluation, awarding and administration of contracts. The process of tendering and evaluation must comply with this policy.

Personnel involved in the assessment process are required to make a full declaration of their financial or political interest in any organisation that has the potential to be a tenderer.

A form of disclosure is to be signed by all those involved in the evaluation and selection processes. A pro-forma disclosure document is at Schedule 6.

A conflict of interest that is identified, but classified as non-material by the Evaluation Team, should be recorded by the Chair of the Evaluation Team with detail of any management action required to prevent any later perception that the conflict was material and influenced any relevant decision.

In this regard the Local Government Act 2009 and Council's applicable Code of Conduct set out the requirements for dealing with a conflict of interest.

## 5.7 VARIATIONS

Each variation to an original contract can only be approved by Personnel if:

- a) the variation is appropriate and necessary and outside the scope of the original contract;
- b) all variations are approved in writing in accordance with any contract documentation;

- c) each variation is included as an additional line item on the original Purchase Order stating the scope and cost, or a new Purchase Order is commenced to reflect the variation;
- d) variations to the original contract amount are within budget and the financial delegation of Personnel approving the variation; and
- e) should the cumulative value of the variations on the contract exceed the highest financial delegation of any Personnel (including the CEO), then any further variation must be approved only by the Council by resolution, or a new procurement process is to commence to meet the policy (unless exemptions apply).

## 5.8 DELEGATIONS

The Chief Executive Officer has the delegated authority to allocate financial delegation to Personnel. Any new positions or changes/variations must be approved by the Chief Executive Officer in accordance with the relevant legislation.

Personnel are responsible for ensuring all required paperwork (including, if applicable, the required number of written quotes) as per this policy is provided to them by the requisitioning officer prior to signing or approving the Purchase Order.

Only Personnel listed in Schedule 1 are entitled to approve expenditure and then only in accordance with their financial delegation limits. By signing a Requisition or Purchase Order, all Personnel are confirming that they have taken full notice of this policy and will comply with all requirements.

All Personnel with an approved purchasing limit are authorised to submit purchase requisitions for goods and/or services (up to their purchasing limit) against jobs over which they have clear operational authority and budget responsibility. It is the responsibility of the authorised delegates to ensure the cost coding and funding/budget are correct. The order of goods and/or services cannot proceed without a Council official Purchase Order being raised.

Personnel may not use another operational area's job cost code(s) without their written approval which must be attached to the order Requisition.

Any requests for expenditure outside of the requirements set out in this policy must be made to the Chief Executive Officer for consideration. Where approvals are given by the Chief Executive Officer for procurement outside the parameters of this policy, written reasons must be recorded and reported as necessary to internal and external audit and included with the Requisition or Purchase Order.

## 5.9 PROBITY PLAN

The key probity principles supporting all stages of Council procurement are:

- a) Fairness and impartiality. Potential tenderers are to be treated equally and must have the same opportunity to access information and advice.
- b) Use of a competitive process. Consistent with legislative requirements, a competitive process will always be used.
- c) Consistency and transparency of process. Tenderers are to be evaluated in a systematic manner against explicit predetermined evaluation criteria.
- d) Security and confidentiality. The processes adopted for receiving and managing supplier information are to ensure the security and confidentiality of intellectual property and proprietary information.
- e) Identification and resolution of conflicts of interest. Any Personnel involved in procurement are to declare and address any actual or perceived conflict of interest prior to undertaking any evaluation.

These key requirements are intended to achieve an equitable, justifiable, and sound process according to equal opportunity for all tenderers. The process is to be applied with common sense, with flexibility in

process design where appropriate, so that the task of selecting the best tender in a fair and equitable manner takes priority.

If an error or omission in the procurement process nevertheless occurs, Council is to seek legal advice and will not enter any immediate communications with the tenderer(s) until strategy options have been considered to address the concern.

Adherence to probity principles also means meeting the requirements of the Act and Council's applicable Code of Conduct.

By following the requirements set out in this policy, and utilising the templates provided, these requirements shall together comprise Council's Probity Plan with respect to procurement of goods and/or services.

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## 6 RECORDKEEPING

All records relating to actions taken under this policy must be managed in accordance with the Public Records Act 2023 (Qld) and Council's records management requirements.

A single repository of information must be maintained to document each matter and the response, including all key decision-making records.

Council must maintain a Contracts Register, including all contracts (of whatever value) entered by it and make such register available to inspection by both internal and external audit, including: the person with whom the Council has entered into the contract; the value of the contract; and the purpose of the contract.

Council must, as soon as practicable after entering a contractual arrangement worth \$200,000 or more (exclusive of GST), publish the relevant details of the contract on Council's website and display the relevant details in a conspicuous place in Council's public office. The relevant details must be published or displayed for a period of at least 12 months.

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## 7 TRAINING AND AWARENESS

All Personnel must receive training on this policy as part of induction, and at least annually thereafter.

Training must include the purpose and requirements of this policy, the obligations and responsibilities of Personnel, how to identify and report non-compliance, and the consequences of a breach of this policy.

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## 8 HUMAN RIGHTS COMPATIBILITY STATEMENT

Council is a public entity under the *Human Rights Act 2019* (Qld) and must act and make decisions in a way that is compatible with human rights.

This policy has been assessed for compatibility with the human rights protected under the *Human Rights Act 2019* (Qld). To the extent that this policy may limit human rights, those limitations are considered reasonable and demonstrably justifiable in accordance with section 13 of the *Human Rights Act 2019* (Qld).

This policy does not limit any human rights protected under the *Human Rights Act 2019* (Qld).

## 9 DEFINITIONS

Term	Definition
<b>Consumer Price Index (CPI)</b>	means the Consumer Price Index published by the Australian Bureau of Statistics, being a measure of changes over time in the prices of a basket of goods and services representative of household consumption. For the purposes of this Policy, CPI is used to determine annual adjustments to procurement thresholds in accordance with the <i>Local Government Regulation 2012</i> . Specifically, amounts are adjusted according to the CPI increase from the March quarter in the previous year to the March quarter in that year.
<b>Council</b>	means the Pomppuraaw Aboriginal Shire Council
<b>Council Arrangement</b>	A current Council prequalified supplier, preferred supplier, approved contractor, sole supplier, or other exemption to tender or quotes formally resolved by Council, not including an LGA Arrangement.
<b>Ethics Principles</b>	The core principles set out in the <i>Public Sector Ethics Act 1994</i> (Qld), section 4.
<b>General Tender Process</b>	The tender or expression of interest process set out in section 6.5 of this policy.
<b>Genuine Emergency</b>	For an exemption from tender or quotation requirements for Medium-sized or Large-sized contractual arrangements, circumstances where an urgent procurement is required to mitigate a credible and imminent risk to people or property. A Genuine Emergency does not include urgency caused by avoidable delay, lack of due diligence, or poor planning.
<b>Goods and Services</b>	All goods and services of any kind, including (for example) mechanical, construction, legal, and accounting services.
<b>Goods and Services Tax (GST)</b>	All values quoted in this policy are exclusive of GST.
<b>Government Agency</b>	The State, a government entity, a corporatised business entity, or another local government; or another Australian government, or an entity of another Australian government; or a local government of another State.
<b>Large-Sized Contractual Arrangement</b>	A contractual arrangement with a supplier that the local government expects will cost, exclusive of GST, at least \$292,000 over the term of the arrangement, or another amount applicable under section 223C(2)(b) of the Regulation.

<b>Term</b>	<b>Definition</b>
<b>LGA Arrangement</b>	A current Local Buy prequalified supplier arrangement.
<b>Local Government Principles</b>	The core principles set out in section 4 of the Act.
<b>Local Supplier</b>	A supplier that: <ul style="list-style-type: none"> <li>• is beneficially owned by residents of Council's local government area; or</li> <li>• has its principal place of business within Council's local government area.</li> </ul>
<b>Medium-Sized Contractual Arrangement</b>	A contractual arrangement with a supplier that the local government expects will cost, exclusive of GST, at least \$21,900 over the term of the arrangement, but less than a Large-Sized Contractual Arrangement, or another amount applicable under section 223B(2)(b) of the Regulation.
<b>Non-Local Supplier</b>	A supplier that is not a Local Supplier.
<b>Permanent Base of Operations</b>	The registered business address is within Council's local government area and most of the business undertaken, being 50 per cent or greater, is within Council's local government area.
<b>Personnel</b>	Elected Members, employees, agents, and contractors of Council.
<b>Plant and Equipment</b>	Plant and equipment above the nominated value thresholds for Council valuable non-current assets in Schedule 4.
<b>Procurement</b>	To purchase, hire, lease, rent, exchange or any other commercial transaction involving the outlay of funds in return for the provision of goods, services, equipment, consultancy services, construction contracts and service contracts (including maintenance)
<b>Purchase Order</b>	The formal Council order to a supplier for goods or services.
<b>Requisition</b>	An internal request for a purchase that creates a Purchase Order.
<b>Sound Contracting Principles</b>	Has the meaning in section 104(3) of the Act.
<b>The Act</b>	The <i>Local Government Act 2009</i> (Qld).
<b>The Regulation</b>	The <i>Local Government Regulation 2012</i> (Qld).

Term	Definition
<b>Valuable Non-Current Asset</b>	As per section 223D of the Regulation: <ul style="list-style-type: none"> <li>• land or an interest in land; or</li> <li>• another non-current asset with an apparent value equal to or more than the limit set by Council in Schedule 4, which cannot be more than the limit set at section 223D(3) of the Regulation.</li> </ul>
<b>Vendor Panel</b>	The online local government marketplace known as VendorPanel or Unimarket.

## 10 RELATED POLICIES AND OTHER DOCUMENTS

### Policies

- Fraud & Corruption Policy
- Risk Management Policy
- Council Credit Card Policy
- Supplier Code of Conduct Policy
- LocalBuy (LGAQ) Contract Arrangements

### Documents

- Employee Code of Conduct
- Councillor Code of Conduc
- Procurement Procedure
- Adopted Budget
- Register of Financial Authority Limit Delegations
- Staff Handbook
- Register of Preferred Suppliers
- Requisition Form

## 11 MONITORING AND REVIEW

This policy is to be reviewed annually as per *Section 198* of the *Local Government Regulation 2012*. Council reserves the right to vary, replace, or terminate this policy from time to time.

## 12 EVALUATION OF POLICY

The success of this policy will be measured by:

- a) Compliance with Sound Contracting Principles and legislative requirements.
- b) Timely processing of procurement activities within approved thresholds.
- c) Appropriate use of exemptions and delegations.
- d) Completion rates for Personnel training.
- e) Audit outcomes relating to procurement and contract management.

## 13 PUBLICATION

This policy must be published on Council's website in accordance with the Local Government Regulation 2012 (Qld).

## 14 RESPONSIBILITY

Role	Responsibilities
<b>All Personnel</b>	<ul style="list-style-type: none"> <li>• Read and understand this policy.</li> <li>• Comply with the requirements of this policy and all applicable legislation.</li> <li>• Immediately report any actual or suspected non-compliance to their supervisor, manager or the Responsible Manager.</li> <li>• Cooperate with any investigation or response activity under this policy.</li> <li>• Comply with recordkeeping obligations.</li> </ul>
<b>Manager</b>	<ul style="list-style-type: none"> <li>• Identify and escalate concerns within area of responsibility which may enliven the requirements of this policy.</li> <li>• Ensure Personnel within their area of responsibility comply with procurement thresholds and processes.</li> </ul>
<b>Responsible Manager</b>	<ul style="list-style-type: none"> <li>• Oversee administration of this policy.</li> <li>• Maintain and update this policy.</li> <li>• Oversee review and remediation processes.</li> </ul>
<b>Chief Executive Officer</b>	<ul style="list-style-type: none"> <li>• Has overall accountability for Council's compliance with the legislative requirements underpinning this policy.</li> <li>• Ensure sufficient resources are allocated to support compliance.</li> <li>• Allocate financial delegations to Personnel in accordance with Schedule 1.</li> <li>• Approve tender documents prior to publication.</li> </ul>

## 15 BREACHES

Failure to comply with this policy may result in disciplinary action and may also result in procurement decisions being reviewed, suspended, or set aside where required to address risk, probity, or legal compliance.

Suspected misconduct, fraud, improper influence, or serious probity concerns must be reported in accordance with Council's relevant reporting processes and applicable Code of Conduct.

## 16 VERSION CONTROL

Version	Details	Resolution No	Date
V1	Developed and adopted	2012/11	22 Nov 2012

V6	Amended and adopted	2024/07/12	31 Jul 2024
V7	Amended and adopted	2025/56	25 Jun 2025
V8	Amended and adopted	2025/166	17 Dec 2025
V9	Amended and adopted	2026/47	25 Mar 2026
V10	Amended and adopted	2026/97	2 Jul 2026

# 17 SCHEDULE 1

## Register of Financial Authority Limit Delegations



**List of Delegated Users & Types of Financial Delegations**

All employees have the delegation to requisition items within their budget responsibility. Requisitions by employees other than those outlined below are to be signed off by department manager or supervisor (based on purchase delegation does not negate compliance with procurement requirements. Refer to PASC Procurement Policy.

**Types of Delegations:**

Procurement - Level 1 - Authority to Sign Requisitions for Operational & Capital Expenditure or Invoices for Goods & Purchases within Delegated Limit

Procurement - Level 2 - Authority to Sign Requisitions for Admin Store Materials Only

Payment - Level 1 - Authority to Access Banking Platforms, Authorise Electronic Payments, Withdrawal & Transfer Requests (No limit on banking withdrawal or transfer requests)

Other - Access to Banking Platforms for Uploading of Payment Files and Reporting Function Only (No Authority for Payments)

Role	Current Incumbent			Location	Procurement	Payment	Function	Purchase Delegation **Limits Exclusive of GST**	Credit Card	Monthly C/C Limit
	Employee Reference	Surname	First Name							
MAYOR	KENRAJ	KENDALL	Ralph	Pormpuraaw	N/A	N/A	COUNCILLOR	N/A	Yes	\$2,000
CHIEF EXECUTIVE OFFICER	MENJAN	MENZIES	Janelle	Pormpuraaw	Level 1	Level 1	EXECUTIVE	\$300,000 **\$500,000	Yes	\$10,000
EXECUTIVE MANAGER CORPORATE SERVICES	BRUTRA	GRAHAM	Tracey	Cairns	Level 1	Level 1	EXECUTIVE	\$100,000	Yes	\$8,000
EXECUTIVE MANAGER COMMUNITY SERVICES	BARSHÉ	BARTLETT	Shelina	Pormpuraaw	Level 1	Level 1	EXECUTIVE	\$100,000	Yes	\$5,000
EXECUTIVE MANAGER OPERATIONS	YATANG	YATES	Gus	Pormpuraaw	Level 1	Nil	EXECUTIVE	\$100,000	Yes	\$5,000
FINANCE MANAGER	HALMEL	HALPERT	Melanie	Cairns	Level 1	Level 1	CORPORATE SERVICES	\$50,000	No	N/A
FINANCIAL ACCOUNTANT	HEYTF	HEYCOX	Tiffany	Cairns	Level 1	Other	CORPORATE SERVICES	\$25,000	No	N/A
FINANCE OFFICER - WORKS	BOUJANN	BOUNDOY	Anne	Cairns	Level 1	Other	CORPORATE SERVICES	\$25,000	No	N/A
ENVIRONMENT PROJECT MANAGER	MORROB	Morris	Robbie	Pormpuraaw	Level 1	Nil	EXECUTIVE SUPPORT	\$50,000	No	N/A
BUSINESS DEVELOPMENT MANAGER	DOUMEL	DOUTHAT	Melissa	Pormpuraaw	Level 1	Nil	EXECUTIVE SUPPORT	\$50,000	No	2,000
HUMAN RESOURCES PROJECT OFFICER	DUNMIC	DUNK	Michelle	Cairns	Level 1	Nil	EXECUTIVE SUPPORT	Travel up to \$10,000 \$2,500	Yes	\$10,000
EXECUTIVE & HUMAN RESOURCES TEAM LEAD	WORLEO	WORRELL	Leona	Pormpuraaw	Level 1	Nil	EXECUTIVE SUPPORT	Travel up to \$10,000 \$2,500	Yes	\$10,000
FINANCE OFFICER - ACCOUNTS PAYABLE				Cairns	Level 1	Other	CORPORATE SERVICES	\$2,500	No	N/A
FINANCE OFFICER - ACCOUNTS RECEIVABLE	TSAKIB	TSAO	Kira	Cairns	Level 1	Other	CORPORATE SERVICES	\$2,500	No	N/A
WHS & RISK MANAGER	MARSHA	MARSHALL	Sharon	Pormpuraaw	Level 1	Nil	OPERATIONS	\$2,500	No	N/A
POST OFFICE TEAM LEADER	MILGRA	MILLINDA	Grace	Pormpuraaw	Level 1	Nil	COMMUNITY SERVICES	\$2,500	Yes	\$1,000
ACCOMMODATION TEAM LEADER	RYAKKI	RYAN	Kristine	Pormpuraaw	Level 1	Nil	CORPORATE SERVICES	\$2,500	No	N/A
AGED CARE CO-ORDINATOR	PHUPHA	PHUANGPRASERT	Pati	Pormpuraaw	Level 1	Nil	COMMUNITY SERVICES	\$2,500	No	N/A
SENIOR PLUMBER	ZEEGAV	ZEEUE	Gavin	Pormpuraaw	Level 1	Nil	OPERATIONS	\$2,500	No	N/A
PLUMBER / LABOUR HIRE PLUMBER	MURDRE	MURFIT	Drew	Pormpuraaw	Level 2	Nil	OPERATIONS	Admin Store Stock Only	No	N/A
BUILDER/OPERATIONS TEAM LEADER	MAUGRE	MAUGERI	Greg	Pormpuraaw	Level 1	Nil	OPERATIONS	\$10,000	No	N/A
LEADING HAND CARPENTER	SZIHÉ	SZILAGYI	Heinz	Pormpuraaw	Level 1	Nil	OPERATIONS	\$2,500	No	N/A
CARPENTER	TARRIC	TARPENCHA	Richard	Pormpuraaw	Level 2	Nil	OPERATIONS	Admin Store Stock Only	No	N/A
PROCUREMENT & CONTRACTS OFFICER				CAIRNS	Level 1	Nil	BUSINESS DEVELOPMENT	Admin Store Stock Items \$10,000 Other Items \$2,500	No	N/A
RANGER CO-ORDINATOR	HOLCLI	WILLIAMS	Cliston	Pormpuraaw	Level 1	Nil	BUSINESS DEVELOPMENT	\$2,500	No	N/A
SENIOR RANGER	KENGAV	KENDALL	Gavin	Pormpuraaw	Level 2	Nil	BUSEINSS DEVELOPMENT	Admin Store Stock Only	No	N/A
EH OFFICER + RANGER SUPPORT	SIMGLE	SIMPSON	Glen	Pormpuraaw	Level 1	Nil	BUSINESS DEVELOPMENT	\$2,500	No	N/A
WORKSHOP SUPERVISOR	WATCAM	WATTS	Cameron	Pormpuraaw	Level 1	Nil	OPERATIONS	\$2,500	No	N/A
AIRPORT SUPERVISOR	BARWIL	BARTLETT	William	Pormpuraaw	Level 1	Nil	OPERATIONS	\$2,500	No	N/A
TOWN SERVICES TEAM LEADER	RYAANT	RYAN	Anthony	Pormpuraaw	Level 2	Nil	OPERATIONS	Admin Store Stock Only	No	N/A
COMMUNITY SERVICES PROJECT OFFICER	YATAMY	YATES	Amy	Pormpuraaw	Level 1	Nil	COMMUNITY SERVICES	\$2,500	No	N/A
BAKER	HARSOE	HARVEY	Scott	Pormpuraaw	Level 1	Nil	BUSINESS DEVELOPMENT	\$2,500	No	N/A
BAKERY TEAM LEADER	DEAVAN	DEAKIN	Vanessa	Pormpuraaw	Level 1	Nil	BUSINESS DEVELOPMENT	\$2,500	No	N/A
JUSTICE GROUP CO-ORDINATOR	SZUDOS	SZILAGYI	Josephine	Pormpuraaw	Level 1	Nil	COMMUNITY SERVICES	\$2,500	No	N/A

THE CHIEF EXECUTIVE OFFICER, EXECUTIVE MANAGER CORPORATE SERVICES, EXECUTIVE MANAGER COMMUNITY SERVICES & ALL FINANCE OFFICERS (ALL LEVELS) ARE AUTHORISED TO ACCESS BANKING SYSTEMS.

ALL BANKING PAYMENTS TO BE JOINTLY AUTHORISED BY 2 AUTHORISED PERSONNEL. APPROVED BANKING PAYMENT AUTHORISERS ARE THE CHIEF EXECUTIVE OFFICER, EXECUTIVE MANAGER CORPORATE SERVICES, EXECUTIVE MANAGER, COMMUNITY SERVICES & FINANCE MANAGER – (NO LIMIT ON THESE TRANSACTION TYPES)

THE CHIEF EXECUTIVE OFFICER, EXECUTIVE MANAGER CORPORATE SERVICES AND FINANCE MANAGER HAVE DELEGATED AUTHORITY TO AUTHORISE DEPOSIT & WITHDRAWAL TRANSACTIONS FOR BANKING PLATFORMS (NO LIMIT ON THESE TRANSACTION TYPES)

THE EXECUTIVE MANAGER CORPORATE SERVICES & FINANCE MANAGER MAY PROCESS PURCHASE ORDERS IN ACCOUNTING SYSTEM TO AN AMOUNT ABOVE THEIR DELEGATION PROVIDED THAT THE REQUISITION & SUPPORTING DOCUMENTS HAVE BEEN AUTHORISED BY THE CEO AND/OR COUNCIL RESOLUTION (AS APPLICABLE)

FINANCIAL AUTHORITY DELEGATION LIMITS ARE ASSIGNED TO THE SPECIFIC ROLES IN COUNCIL (NOT EMPLOYEE NAMES). EMPLOYEE NAMES ARE INCLUDED ON THE REGISTER FOR CLARITY AND ARE SUBJECT TO CHANGE. CHIEF EXECUTIVE OFFICER HAS DELEGATION TO MAKE CHANGES TO VALUES - EXCEPT FOR THE CEO WHICH MUST BE APPROVED BY COUNCIL

THE CHIEF EXECUTIVE OFFICER CAN APPROVED PURCHASES UP TO AND INCLUDING \$500,000 IF CAPITAL ITEMS ARE IDENTIFIED IN THE BUDGET AND EXPENDITURE IS WITHIN BUDGET AND PURCHASED VIA LOCAL BUY, CONTRACTORS LIST OR PRE-QUALIFIED SUPPLIER ARRANGEMENT; AND THE CHIEF EXECUTIVE OFFICER ALSO HAS DELEGATION TO APPROVE INSURANCE PAYMENTS REGARDLESS OF THE VALUE.

Responsible Officer: Executive Manager Corporate Services  
 Register Owner: CEO. Rev No: 2026/06  
 Register: Financial Delegation Version: 2027 FY V1  
 Effective Date: 2 July 2027

UNCONTROLLED DOCUMENT WHEN PRINTED  
 Review Due: Jun 2028

## SCHEDULE 2 — GENERAL PROCESS (PROCUREMENT OF GOODS AND/OR SERVICES)

With reference to the value of the purchase or the value of the contract over the anticipated full contract period (including options to extend), the following table must be followed. This General Process is subject to applicable exemptions (see sections 6.3 and 6.4).

Value (GST Excl)	Procedure
<\$4,999	At least one verbal or written quote must be obtained or purchase via Corporate Purchase Cards. A copy of the quote must be attached to Council's copy of the Purchase Order.
\$5,000–\$9,999	One written quote. Copy of the quote must be attached to Council's copy of the Purchase Order.
\$10,000 – 21,899	Two written quotes must be invited. Copy of the successful quote must be attached to Council's copy of the Purchase Order.
\$21,900–\$291,999 (Medium-Sized)	Council cannot enter a Medium-Sized Contractual Arrangement unless it first invites written quotes for the contract. The invitation must be to at least three (3) suppliers who Council considers meet its scope. Council may decide not to accept any quotes it receives. If Council does decide to accept a quote, Council must accept the quote most advantageous to it having regard to the principles outlined in this policy.
\$292,000 and above (Large-Sized)	Council must either invite written tenders or invite expressions of interest before considering whether to invite written tender — see process in section 6.5.

\*Council officers should invite the number of suppliers required for the value threshold of the purchase. Copies of the quotes must be attached to the requisition. An email received from a supplier that they cannot provide a quote is considered a response. If no response is received by the invited suppliers in 7 days a second request is to be made. After 14 days if a response has not been received the email trail can be attached to the requisition as evidence of invitation to quote.

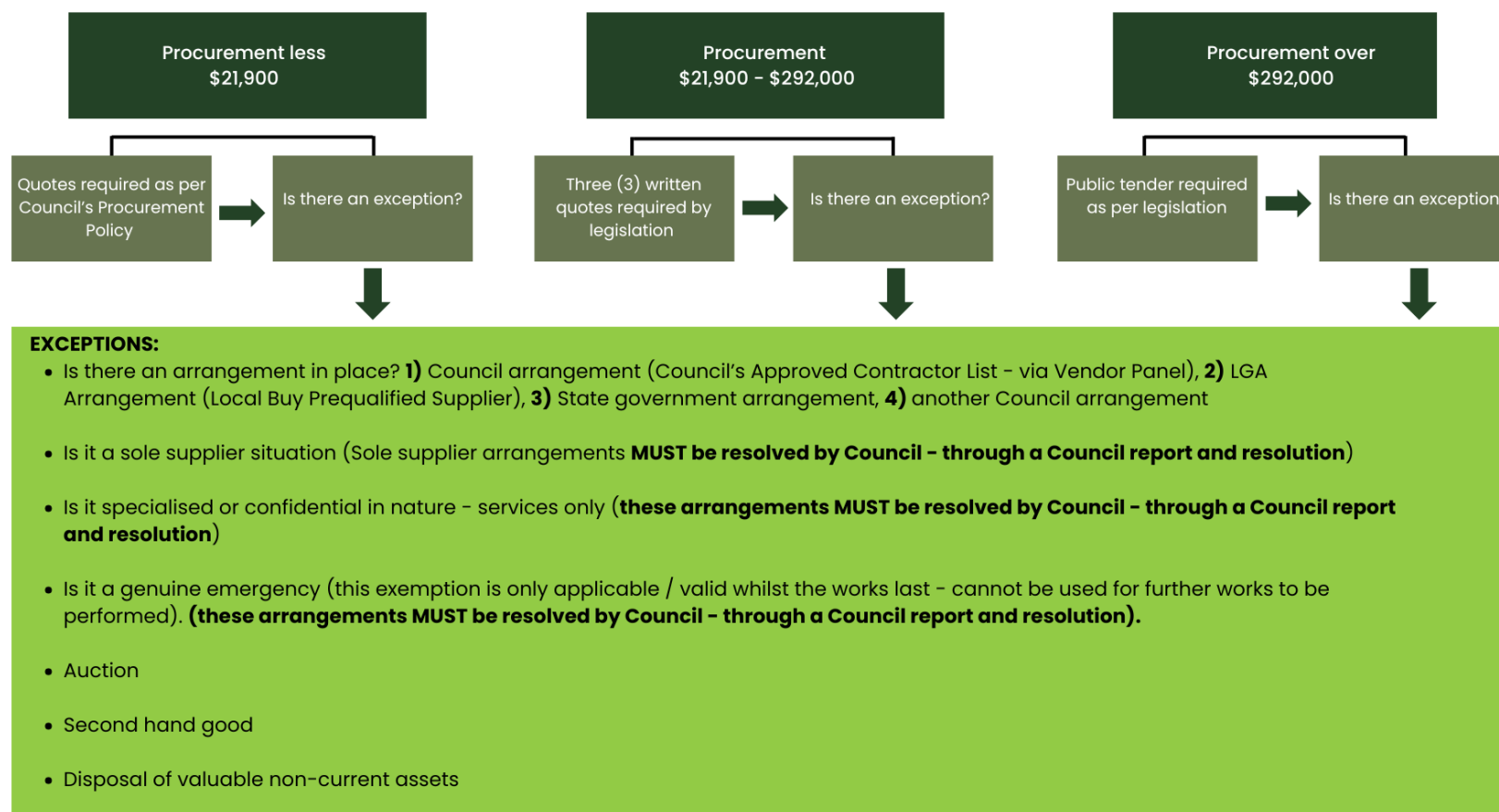
Where Council officers have invited and received a number of quotes a quote analysis form should be completed and attached to the requisition.

Council officers should consider the likelihood of exceeding these thresholds within a financial year. If there is a risk of exceeding these limits, the appropriate number of quotes or a public tender should be sought. All thresholds are cumulative. If the anticipated value of goods or services from the same supplier is expected to exceed \$280,000 in a financial year or over the term of the contractual arrangement, a public tender is required unless the supplier falls under any of the exemptions as listed in Section 5.5 of this policy. Council will seek to invite these suppliers to Council's pre-qualified supplier or preferred supplier arrangement/s through a public tender process.

Council will publish details of contractual arrangements worth \$200,000 or more in accordance with *Section 237* of the *Local Government Regulation 2012*.

**Prohibition on splitting orders or contracting activities** - Council officers are prohibited from splitting orders for the purposes of acquiring goods or services above their delegated amounts or to avoid the necessity to obtain quotes or call for tenders.

## SCHEDULE 3 — TENDER EXEMPTIONS



**SCHEDULE 4 — NON-CURRENT ASSET VALUE TABLE**

<b>Asset Class</b>	<b>Council Limit</b>
Road Infrastructure	\$14,600
Water Infrastructure	\$14,600
Sewerage Infrastructure	\$14,600
Buildings	\$14,600
Other Structures	\$14,600
Plant and Equipment	\$7,300
Land	\$1

## SCHEDULE 5 — PURCHASING PROCESS

Step	Action
1	The Requisitioning Officer creates a Purchase Requisition either from the requisition books or in the financial software package and emails the requisition and all supporting quotes to the requisition to their Approving Manager for Approval. and then Authorising Officer forwards the approved requisition and supporting documents to purchasing@ for approval.
2	The Approving Manager will approve the requisition and all supporting documentation to Authorising Officer to <a href="mailto:purchasing@pompuraaw.qld.gov.au">purchasing@pompuraaw.qld.gov.au</a>
3	The Authorising Officer reviews the Purchase Requisition to ensure it complies with the Procurement Policy and that the correct General Ledger Costs Codes have been selected.
4	The Authorising Officer then either approves the requisition and converts it to a Purchase Order or refuses the Requisition
5	The Requisitioning Officer receives a system generated email that the requisition has been approved and the Purchase Order number allocated to it
6	The Requisitioning Officer provides the Purchase Order to the supplier which must be quoted on their invoice
7	On receipt of the goods or services the Receiving Officer must sign the invoice / delivery docket as a "goods receipt" note and submit to the Accounts Payable Officer.
8	The Accounts Payable Officer matches the approved goods receipt / supplier invoice to the purchase order and enters the invoice into the financial system for payment processing.

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## SCHEDULE 6 — CONFLICT OF INTEREST DECLARATION

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*Ensure the below content is drafted on Council letterhead and/or template and submitted to panel Chairperson.*

### [CONFLICT OF INTEREST DECLARATION]

[Date]

[Name of Evaluation Team Chairperson]

[Title of Evaluation Chairperson]

[Address of Evaluation Team Chairperson]

Dear [Title of Evaluation Chairperson],

*[Title of Tender etc.]*

As a member of the Tender Evaluation Panel for the [nature of panel], I am writing regarding my obligations in relation to conflict of interest.

I am fully aware of my obligations under Council's Code of Conduct [and my contract / terms of appointment] to avoid all conflicts of interest in carrying out my duties, and to disclose any potential conflict of interest if they emerge in the course of my professional duties.

I currently have no such conflicts.

Yours sincerely,

[Name of Tender Evaluation Panel Member / Adviser]

[Title of Tender Evaluation Panel Member / Adviser]

## SCHEDULE 7 — DEED OF CONFIDENTIALITY

Ensure the below content is drafted on Council letterhead and/or template and submitted to relevant person(s).

<b>THIS DEED is made on</b>	[Date]
<b>BY:</b>	(the "Consultant")
<b>ADDRESS:</b>	

### RECITALS:

The Consultant wishes to develop a close working relationship with Council. To further that relationship, the Consultant requires access to details of confidential information. The Consultant has undertaken to keep all information or material confidential and to take security precautions to prevent unauthorised disclosure.

### BY THIS DEED:

1. The Consultant shall keep confidential and shall not disclose or make available directly or indirectly to any third party all information and material of whatever nature and in whatever medium which is communicated, or becomes available to, or accessible by the Consultant during its business or other relations with the Council (the "Confidential Information").
2. All Confidential Information shall remain strictly confidential until such time as it becomes known to the Consultant without restriction through a legally available public source.
3. The Consultant hereby acknowledges that the Confidential Information is the valuable property of the Council and that any disclosure of it could give rise to considerable damage to Council.
4. The Consultant shall not use or access the Confidential Information for any reason except as is necessary to further business discussions with Council or in the performance of supplying goods or services resulting from those discussions.
5. The Consultant shall not permit any employee or contractor of the Consultant to have access to the Confidential Information until such time as that employee or contractor shall have entered into a confidentiality agreement with the Consultant in a form approved by Council.
6. The Consultant shall immediately notify Council of any information which comes to its attention regarding any actual or potential breach of confidentiality, disclosure, or unauthorised use of the Confidential Information. The Consultant shall make every effort to co-operate with Council in any investigation, prosecution, litigation, or other action taken by Council.
7. In the event of any actual or alleged breach, the Consultant shall fully enforce its rights to injunctive or other relief possible, or, if requested by Council, assign such rights to Council. The Consultant shall assist Council in every way in enforcing those rights and indemnifies Council for all costs and expenses which Council may incur in doing so.
8. Upon termination or completion of discussions on any specific project, the Consultant shall deliver to Council any Confidential Information in its possession which relates to that project and which is capable of being delivered, and shall delete or destroy any that is not capable of delivery.
9. Upon termination of the business relationship, or at any other time on Council's request, the Consultant shall deliver to Council all Confidential Information in its possession which is capable of being delivered, and shall delete or destroy all that is not capable of delivery.

10. The Consultant shall make every effort to maintain the confidentiality of the Confidential Information and to protect it from unauthorised access or use.
11. The Consultant shall comply with all Council's security and safety procedures and will permit and co-operate with any additional security or safety precautions which Council may wish to implement.
12. The Consultant shall not publicise its business relationship with Council or disclose any matter related to it without Council's specific prior written consent.
13. The terms of this Deed are in addition to all other obligations of the Consultant and where any inconsistency occurs, the provisions of this Deed shall prevail.
14. If for any reason a provision of this Deed or part of one is illegal, invalid, or unenforceable in any jurisdiction it shall be read down or severed to the extent necessary. The illegality, invalidity or unenforceability of any provision in any jurisdiction shall not affect any other provision or that provision in any other jurisdiction.
15. This Deed is governed by the laws of the State of Queensland.

**EXECUTED AS A DEED.**

<b>Signature:</b>	
<b>(Name):</b>	

