



# **Request for Tender (Design and Construct)**

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**Winton Shire Council**

**Sewer Manhole Rehabilitation**

**Design & Construct of Winton Sewer Manhole Relining 2020**

**Request for Tender No.: WSCT - 1920 - 22**



**Document Control**

<b>Date</b>	<b>Description</b>	<b>Author</b>
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**Contact for enquiries and proposed changes**

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# SECTION A - INTRODUCTION

## Introduction

### BACKGROUND

GBA in conjunction with Winton Shire Council undertook a visual survey of all the manholes in Winton to estimate serviceability and remaining useful life. It was found that there were 41 manholes that have deteriorated and of which 13 have severe gas attack on the concrete lining exposing aggregate. These manholes need to be relined in order to ensure longevity of the asset.

## SECTION B – TENDER INFORMATION

## Tender Information

This Tender Information must be read in conjunction with and will form part of the Conditions of Tendering.

**Principal:** Winton Shire Council

**Project:** Winton Manhole Relining

**Works:** Relining of all the manhole in Winton that have severe gas attack, as detailed in Section D – The Contract

**Site:** Winton

**Tender Closing Date:** 6<sup>th</sup> May 2020

**Time:** 2pm

**Procurement Process:** The proposed Procurement Process is as follows:

Stage	Date
Tender Issue	13 <sup>th</sup> April 2020
Tender Close	6 <sup>th</sup> May 2020
Contract Award	8 <sup>th</sup> May 2020

**Tender Validity Period:** 90 days from closing tender time

**Format of Tender:** Tenders may be only be lodged in the formats selected below:

- in hard copy;
- by email;
- by facsimile;
- by E-Tender.

(If nothing selected, Tenders must be lodged in hard copy. A Tender lodged in a format not selected above will be treated as a Non-Conforming Tender).

**Documents to be Submitted as Tender:** Tenderers should complete, endorse and lodge each of the Response Schedules in Section E – Response Schedules, along with all other information required by the Response Schedules

**Tender Box and Lodgement Requirements:**

Format	Tender Box	Number and format of copies
<b>E-tender:</b> (These requirements only apply where the Tender is submitted through an e-tender website)	LG Tender Box <a href="http://www.lgtenderbox.com.au">www.lgtenderbox.com.au</a>	The Tenderer must provide: <ul style="list-style-type: none"> <li>1 x complete copy of the Tender in a single PDF document; and</li> <li>1 x copy of the Response Schedules in MS Word format,</li> </ul> in accordance with the requirements of the Electronic Tender Box.

**Alternative Tenders**

Alternative Tenders:

- are permitted;  
 are permitted only if a Conforming Tender is also lodged;  
 are not permitted.

\*Where nothing is stated, Alternative Tenders are permitted.

**Tender Briefing:**

Time	Place	Maximum number of Personnel to attend	Compulsory or Optional ['C' or 'O']*
9am Tuesday 21 <sup>st</sup> April	41 Sesbania Street, Winton	1	O  *Where nothing is stated, attendance at the Tender Briefing is optional

**Site Inspection:**

Time	Place	Maximum number of Personnel to attend	Compulsory or Optional ['C' or 'O']*
9:30am Tuesday 21 <sup>st</sup> April	41 Sesbania Street, Winton	1	O  *Where nothing is stated, attendance at the Site Inspection is optional

(Note: Where no Site Inspection is provided and the Site is not accessible by the public, Tenderers may request a Site Inspection pursuant to clause 4.4)



**Principal's Representative:**

<b>Name</b>	Charles Dyer
<b>Telephone</b>	(07) 46572666
<b>Email</b>	<a href="mailto:CharlesD@winton.qld.gov.au">CharlesD@winton.qld.gov.au</a>
<b>Facsimile</b>	

**Principal's Representative's Preferred Communication Method:**

- Telephone;  
 Email;  
 Facsimile;  
 Electronic Tender Box.

(Where nothing selected, the Principal's Representative's Preferred Communication Method is email)

**Principal's Complaints Manager:**

<b>Name</b>	Geoff Hatwell
<b>Telephone</b>	07 4657 2666
<b>Email</b>	<a href="mailto:dow@winton.qld.gov.au">dow@winton.qld.gov.au</a>
<b>Facsimile</b>	

**Evaluation Criteria:**

<b>Criteria</b>	<b>Weighting (%)</b>	<b>Response Schedule in which Criteria to be Addressed</b>
Price	30%	Section E: Response Schedule
Capability	30%	Section E: Response Schedule
Methodology	15%	Section E: Response Schedule
Tender Schedules	15%	Section E: Response Schedule
Site Visit	10%	Section E: Response Schedule

## SECTION C – CONDITIONS OF TENDERING

# Conditions of Tendering

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Conditions of Tendering:

- (a) **Alternative Tender** means a Tender which is otherwise a Conforming Tender but which contains alternatives, qualifications or amendments to or departures from the Contract or the Principal's Project Requirements;
- (b) **Conditions of Tendering** means the conditions of tendering contained in this Section C – Conditions of Tendering of the Request for Tender;
- (c) **Conforming Tender** means a Tender which:
  - (i) is substantially in the form required by the Response Schedules;
  - (ii) complies with the Lodgement Requirements;
  - (iii) contains no alternatives, qualifications or amendments to or departures from the Contract or the Principal's Project Requirements; and
  - (iv) contains substantially all of the information and documentation required by the Tender Documents;
- (d) **Contract** means a contract which may be entered into between the Principal and a Tenderer for the carrying out of the Works, and which will be in the form contained in Section D – the Contract of the Tender Documents, as amended (if at all) by the express written agreement of the Principal;
- (e) **Contract Number** means the contract number identified on the front cover of this Request for Tender;
- (f) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);
- (g) **Evaluation Criteria** means the evaluation criteria set out in the Tender Information;
- (h) **Form of Tender** means the form of that name included in the Response Schedules;
- (i) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (j) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (k) **Introduction** means Section A – Introduction of this Request for Tender;
- (l) **Lodgement Requirements** means the lodgement requirements noted in the Tender Information;
- (m) **Moral Rights** means moral rights granted to creators under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws;

- (n) **Non-Conforming Tender** means a Tender which is not a Conforming Tender or an Alternative Tender;
- (o) **Notices to Tenderers** means any communication issued to Tenderers in accordance with subclause 4.3 which is identified as a notice to Tenderers;
- (p) **Personnel** includes the officers, employees, agents, representatives, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable, and in respect of the Principal, includes the Principal's Councillors;
- (q) **Preliminary Design** means the preliminary design (if any) identified in the Principal's Project Requirements;
- (r) **Price** means the GST exclusive price shown on the Form of Tender included in the Tender, or where no Form of Tender is included in the Tender, means the GST exclusive price for the whole of the Works shown elsewhere in the Tender;
- (s) **Price Schedule** means a Response Schedule which provides a breakdown of the price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;
- (t) **Principal** means the party identified as such in the Tender Information;
- (u) **Principal's Complaints Manager** means the person identified as such in the Tender Information;
- (v) **Scope of Works** means the Scope of Works contained in Section D – The Contract and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in a Notice to Tenderers;
- (w) **Principal's Project Requirements** means the Principal's Project Requirements contained in Section D – The Contract and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in a Notice to Tenderers;
- (x) **Principal's Representative** means the person identified as such in the Tender Information;
- (y) **Principal's Representative's Preferred Communication Method** means the communication method or methods identified in the Tender Information;
- (z) **Procurement Process** means the proposed procurement process identified in the Tender Information;
- (aa) **Project** means the project identified in the Tender Information;
- (bb) **Request for Tender** means this request for tender (including Sections A to E) and all documents included in or incorporated by reference into it;
- (cc) **Response Schedules** means the schedules in Section E – Response Schedules which are to be lodged in accordance with the Tender Documents, including the Form of Tender
- (dd) **Site** means the site or sites identified in the Tender Information;

- (ee) **Site Inspection** means the site inspection (if any) described in the Tender Information;
- (ff) **Specified Loss** includes any of the following, whether direct, indirect, special or consequential:
- (i) loss of use, production, profit, income, revenue, business, contract, opportunity or anticipated saving;
  - (ii) liability for loss or damage suffered by third parties;
  - (iii) increase in financing costs;
  - (iv) increase in operating costs;
  - (v) legal costs (on a solicitor and client basis);
  - (vi) fines levied;
  - (vii) loss of reputation or embarrassment, and the cost of abating or reducing such;
  - (viii) any other financial or economic loss not expressly referred to in the preceding paragraphs,
- and any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraphs, howsoever arising;
- (gg) **Tender:**
- (i) means the Tender submitted by a Tenderer in response to this Request for Tender and includes all documents and information submitted with or as part of the Tender; and
  - (ii) unless the context otherwise requires, to the extent that the Tender Documents allow the Principal to accept part of a Tender, also includes a reference to each part of the Tender as if it were a separate Tender;
- (hh) **Tender Box** means:
- (i) in respect of Tenders to be submitted in hard copy format, the tender box located at the address stated in the Tender Information; and
  - (ii) in respect of Tenders to be submitted in an electronic format, the website, email address or facsimile number identified as the Tender Box in the Tender Information;
- (ii) **Tender Briefing** means the tender briefing (if any) described in the Tender Information;
- (jj) **Tender Closing Time** means the closing time detailed in the Tender Information;
- (kk) **Tender Documents** means:
- (i) this Request for Tender; and
  - (ii) any Notices to Tenderers issued pursuant to these Conditions of Tendering,

and includes all documents included in or incorporated by reference into these documents;

- (ll) **Tender Information** means the information contained in Section B – Tender Information of this Request for Tender;
- (mm) **Tender Validity Period** means the period of time identified as such in the Tender Information, or, where a date is stated, the period ending on that date;
- (nn) **Tenderer** means:
  - (i) any person who submits a Tender; and
  - (ii) to the extent to which the Tender Documents can apply to any other person who obtains a copy of any of the Tender Documents during the Procurement Process, also includes such other persons;
- (oo) **Works** means the works identified in the Tender Information as more particularly described in the Principal's Project Requirements.

## 1.2 Interpretation of Tender Documents

The Tender Documents must be read and construed together and are intended to be mutually explanatory.

## 1.3 Interpretation

Words or terms not defined in these Conditions of Tendering but which are defined in the Contract have the same meaning in these Conditions of Tendering as in the Contract, except where the context otherwise requires.

## 2. BASIS OF TENDER

### 2.1 Agreement to be bound by Conditions of Tendering

- (a) The Principal and the Tenderer acknowledge that these Conditions of Tendering are legally binding on them.
- (b) If the Tenderer breaches any of these Conditions of Tendering, the Principal may, at its discretion and without limiting its other rights, exclude the Tenderer's Tender(s) from assessment.
- (c) No contract for the carrying out of the Works will exist between the Principal and any Tenderer unless and until a Tender is accepted in accordance with subclause 8.1.

### 2.2 Cost of Tendering

The Tenderer is responsible for all costs and expenses relating to the preparation and submission of its Tender, including costs incurred by the Tenderer relating to the exercise by the Principal of any of its rights under the Tender Documents.

### 2.3 Tenderer to inform itself

- (a) The Tenderer must:

- (i) examine all information made available by or on behalf of the Principal in connection with the Procurement Process;
- (ii) examine all other information relevant to the risks, contingencies and circumstances which could have an effect on the Tender or the obligations which the Tenderer will have under the Contract if the Tenderer's Tender is accepted and which is obtainable by the making of reasonable enquiries;
- (iii) inspect the Site and its surroundings, including the local facilities and site conditions; and
- (iv) undertake all necessary enquiries to satisfy itself as to the suitability appropriateness and adequacy of the Preliminary Design for the purpose stated in the Principal's Project Requirements.

### **3. THE TENDER DOCUMENTS**

#### **3.1 Confidentiality of Tender Documents**

Except as otherwise permitted by these Conditions of Tendering, documents and information provided by the Principal in connection with the Procurement Process which are not in the public domain are to be treated by the Tenderer as confidential ('Confidential Information').

#### **3.2 Intellectual Property in Tender Documents**

All Intellectual Property Rights in the Tender Documents and other documents supplied to the Tenderer by or on behalf of the Principal are, as between the Principal and the Tenderer, the property of the Principal.

### **4. CONDUCT OF THE PROCUREMENT PROCESS**

#### **4.1 Principal's rights**

Without limiting subclause 7.2, the Principal may, at any time whether before or after Tenders have been received, in its absolute discretion:

- (a) modify or depart from the procedures set out in the Tender Documents;
- (b) extend or reduce any timeframes or dates provided for in the Tender Documents;
- (c) amend, add to or delete any part of the Tender Documents;
- (d) suspend, terminate or alter the Procurement Process;
- (e) request any one or more Tenderers to attend inspections of the Site or other meetings; and/or
- (f) undertake any other enquiries or activities which it reasonably considers to be relevant to the Procurement Process.

#### **4.2 Principal's Representative**

Any right or obligation of the Principal under or in relation to these Tender Documents may be exercised or carried out by the Principal's Representative.



### 4.3 Communications during the Procurement Process

Unless otherwise expressly agreed with the Principal's Representative, or expressly permitted by these Conditions of Tendering, all communications between the Tenderer and the Principal in relation to the Procurement Process including:

- (a) Notices to Tenderers; and
- (b) requests for further information or clarifications,

shall be conducted through the Principal's Representative's Preferred Communication Method.

### 4.4 Tender Briefings and Site Inspection

Where the Tender Information provides that there is to be a Tender Briefing or a Site Inspection, then:

- (a) each Tenderer must attend the Tender Briefing and/or Site Inspection unless the Tender Information provides that attendance is optional;
- (b) the Tenderer must notify the Principal's Representative that it intends to attend the Tender Briefing or Site Inspection at least three days prior to the date of the Tender Briefing or Site Inspection; and
- (c) the Tenderer may only bring a maximum of the number of Personnel noted in the Tender Information.

Where the Tender Information does not provide that there is to be a Site Inspection, and the Site is not accessible by the public, Tenderers may request a Site Inspection by contacting the Principal's Representative in accordance with clause 4.3.

### 4.5 Conduct of Tenderers

- (a) The Tenderer must not, and must ensure that its Personnel do not:
  - (i) engage in misleading or deceptive conduct in relation to the Procurement Process;
  - (ii) engage in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the Procurement Process;
  - (iii) attempt to improperly influence any of the Principal's Personnel, or violate any applicable law regarding the offering of inducements in connection with the Procurement Process;
  - (iv) accept or invite improper assistance of any of the Principal's Personnel, or any former Personnel of the Principal in preparing the Tenderer's Tender; or
  - (v) use any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Tenderer's Tender.
- (b) The Tenderer must at all times during the Procurement Process comply and ensure that its Personnel comply, with any law applicable to the Procurement Process.

#### **4.6 Complaints in relation to the Procurement Process**

Any complaint in relation to the Procurement Process or the Request for Tender must be made in writing to the Principal's Complaints Manager in accordance with subclause 4.3.

### **5. THE TENDER**

#### **5.1 Conforming Tenders**

If the Tenderer lodges a Conforming Tender then:

- (a) the Tenderer will be taken to have unconditionally accepted the terms and conditions of the Contract; and
- (b) if the Principal accepts the Tenderer's Tender in accordance with clause 8, then the Tenderer will be legally bound by the terms and conditions of the Contract.

#### **5.2 Non-Conforming Tenders**

- (a) The Principal may, at its discretion, exclude a Non-Conforming Tender from assessment.
- (b) In exercising its discretion to exclude a Non-Conforming Tender, the Principal may, without limitation, take into account the nature and extent of the non-conformances, whether the Tenderer has also lodged a Conforming Tender and whether any Conforming Tender has been lodged by another Tenderer.
- (c) Acknowledgement by the Principal that it has received a Tender does not imply that the Tender has been admitted as a Conforming Tender.

#### **5.3 Alternative Tenders**

- (a) If Alternative Tenders are permitted (or are permitted only if a Conforming Tender is also lodged, and a Conforming Tender is also lodged) then the Principal may, but shall not be obliged to:
  - (i) consider an Alternative Tender; and
  - (ii) accept an Alternative Tender without providing other Tenderers with the opportunity to lodge a Tender on the same or similar basis as the Alternative Tender.
- (b) If the Tender Information states that Alternative Tenders:
  - (i) are not permitted; or
  - (ii) are permitted only if a Conforming Tender is also lodged and a Conforming Tender is not lodged;then an Alternative Tender will not be considered.
- (c) An Alternative Tender should:
  - (i) include:

- A. a detailed description of the proposal;
  - B. a statement clearly detailing the alternatives, amendments, qualifications or departures and defining the manner in which it differs from the requirements of the Tender Documents;
  - C. drawings and specifications of the proposed alternative; and
- (ii) but for the proposed alternatives, amendments, qualifications or departures, otherwise be a Conforming Tender.

#### **5.4 Confidentiality of Tenderer**

Except as otherwise permitted by these Conditions of Tendering, documents and information provided by a Tenderer in connection with the Procurement Process which are not in the public domain will be treated by the Principal as confidential.

#### **5.5 Intellectual Property in Tender and other Material**

The Intellectual Property Rights in any material included in the Tender and created by the Tenderer and relating specifically to the Works to the extent possible, vests in the Principal upon acceptance by the Principal of a Tender pursuant to clause 8.

- (a) To the extent that any material submitted by a Tenderer in its Tender is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer warrants that it is able to procure for the Principal an irrevocable, royalty free licence to use, adapt, reproduce, publish and sublicense on the same terms all such Intellectual Property Rights and agrees to obtain such licence upon acceptance of its Tender (or any part thereof).
- (b) By submitting a Tender, the Tenderer is deemed to have granted the Principal a licence to reproduce the Tender in whole or in part and to do or authorise any other act or omission in relation to the Tender for the purposes of exercising its rights, or carrying out its functions or obligations under these Conditions of Tendering or the Contract. The Tenderer shall procure all necessary consents or waivers from creators in respect of Moral Rights to allow the Principal to do or authorise any such acts or omissions.
- (c) The Tenderer indemnifies the Principal against all costs, expenses, losses (including Specified Loss) or damages incurred or suffered by the Principal in connection with a claim by a third party alleging that any material submitted as, with or in relation to the Tender or any act or omission done or authorised by the Principal or done in accordance with these Conditions of Tendering or the Contract in respect of such material infringes the Intellectual Property Rights of that third party.

#### **5.6 Price**

- (a) Where there is any discrepancy between the amount stated in the Form of Tender as the Tenderer's Price and the sum total of the items in any Price Schedule then:
  - (i) if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Tenderer's Price; or

- (ii) if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.
- (b) Except to the extent that a Contract expressly provides for a separate payment to be made, the Tenderer must allow, and warrants that it has allowed in the Price, for all matters which the Contract provides are included in the Contract Sum (as that term is defined in the Contract).

## **6. LODGEMENT OF TENDERS**

### **6.1 Lodgement Requirements**

- (a) Tenders must:
  - (i) only be submitted in the format or formats in which the Tender Information provides that a Tender may be submitted, unless the Principal's Representative expressly directs otherwise; and
  - (ii) comply with the Lodgement Requirements applicable to the format in which the Tender is submitted.
- (b) A Tender which is submitted in any other format or which does not comply with the Lodgement Requirements will be considered to be a Non-Conforming Tender.

### **6.2 Time of lodgement**

- (a) Tenders must be lodged in the Tender Box by the Tender Closing Time.
- (b) A Tender lodged in hard copy will be deemed to have been lodged at the time that it is received in the Tender Box.
- (c) A Tender lodged by facsimile will be deemed to have been lodged at the time shown on a transmission report produced by the sender's facsimile machine as the time at which the transmission of the Tender was successfully completed.
- (d) A Tender lodged by email or by e-tender will be deemed to have been lodged at the time that the Tender enters the Electronic Tender Box, as indicated on the electronic receipt issued to the Tenderer.
- (e) Any Tender that is not received in the Tender Box by the Tender Closing Time may be rejected or admitted to evaluation at the discretion of the Principal.
- (f) In exercising its discretion to reject or admit a late Tender to evaluation, the Principal may, without limitation, take into account the time at which the Tender is received, the reason the Tender is late and whether any other Tender has been received by the Tender Closing Time.
- (g) If the Tenderer lodges a Tender by e-mail, facsimile or E-Tender the Tenderer should confirm that the Tender has been received by contacting the Principal's Representative by telephone on the number listed in the Tender Information.

### **6.3 Tenderer's Warranties**

By lodging a Tender, the Tenderer warrants that:

- (a) all information contained in the Tender is accurate; and
- (b) it has complied with its obligations under the Tender Documents, including its obligations under subclauses 2.3, 3.2 and 4.5.

## **7. AFTER LODGEMENT OF TENDERS**

### **7.1 Tender opening**

Tenders will not be opened publicly and Tenderers will not be permitted to attend the opening of Tenders.

### **7.2 Principal's rights after Tenders received**

Without limiting subclause 4.1, the Principal may, at any time after Tenders have been received, in its absolute discretion:

- (a) request any one or more Tenderers to change their Tender to take account of a change in the Tender Documents (including a change in the Principal's Project Requirements) or any error in the Tender Documents;
- (b) request a meeting with any one or more Tenderers to obtain additional information from that Tenderer;
- (c) seek to clarify and alter any aspect of a Tenderer's Tender and may, at its discretion, advise any or all of the preferred Tenderers of such clarification or alteration;
- (d) negotiate amendments to any aspect of the Tender or the Tender Documents (including substantive or mandatory requirements of the Tender Documents) with any one or more Tenderers, and suspend or terminate such negotiations at any time;
- (e) request any one or more Tenderers to provide a presentation of their Tender in person at the Principal's office at no cost to the Principal; and
- (f) request additional information from one or more Tenderers.

### **7.3 Assessment of Tenders**

- (a) In determining which Tender is most advantageous to the Principal, each Tender admitted to assessment in accordance with these Conditions of Tendering will be assessed against the Evaluation Criteria in accordance with this subclause 7.3.
- (b) In assessing Tenders, the Principal may:
  - (i) consider:
    - A. information contained in the Tender;
    - B. outcomes from discussions with Tenderer's referees (if any);

- C. any relevant law, including the *Local Government Act 2009* (Qld) and any regulation enacted under it;
  - D. the Tenderer's past performance under contracts with the Principal; and
  - E. any other information which the Principal reasonably considers to be relevant to its assessment; and
- (ii) ignore any part of the Tender which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Tenderer and may assess the balance of the Tender.
- (c) The Principal may seek information or assistance from any person (including third parties) where the Principal considers in its absolute discretion it is necessary to do so in order to properly evaluate any aspect of the Tender. The Principal may notify the Tenderer of a third party appointed by the Principal to provide such assistance to the Principal, and the Tenderer must cooperate with and provide all information and assistance reasonably requested by such third party. The Principal may exclude from assessment or reject a Tender if the Tenderer does not provide such cooperation, information and other assistance.
- (d) The Principal:
- (i) is not bound to accept the lowest or any Tender, or any clarification, alteration or amendment of a Tender; and
  - (ii) may, subject to these Conditions of Tendering, at its discretion, reject or accept:
    - A. a late Tender;
    - B. an Alternative Tender;
    - C. a Non-Conforming Tender;
    - D. a Tender which is incomplete, obscure, irregular or contains omissions or erasures;
    - E. a Tender which fails to achieve a satisfactory score against any of the Evaluation Criteria;
    - F. a Tender which has been clarified, altered or amended in accordance with these Conditions of Tendering;
    - G. a Tender which contains in the opinion of the Principal, amounts which are unreasonable; or
    - H. a Tender submitted by a Tenderer that has breached these Conditions of Tendering;
  - (iii) will, if it accepts a Tender, accept the Tender which is the most advantageous to it having regard to the sound contracting principles in section 104 of the *Local Government Act 2009* (Qld).

#### **7.4 Tender Validity Period**

Each Tender must remain valid and open for acceptance by the Principal until the end of the Tender Validity Period. The Tenderer shall not be entitled to withdraw its Tender during this period.

### **8. ACCEPTANCE OF TENDERS**

#### **8.1 Form of acceptance**

- (a) A Tender shall be deemed to be accepted when the Principal or the Principal's Representative expressly advises the successful Tenderer in writing that the Tenderer's Tender (as amended by any post-tender negotiation, if any) is accepted.
- (b) No binding contract for the performance of the Works by the Tenderer will exist between the parties unless and until the Principal or the Principal's Representative expressly advises the Tenderer in writing that the Tenderer's Tender is accepted.
- (c) The successful Tenderer must execute the Contract within the timeframe stated in the Contract.
- (d) An executed contract will supersede any prior representations, agreements, statements or understandings (whether oral or in writing).

#### **8.2 Notification of unsuccessful Tenderers**

- (a) The Principal shall, subject to its rights under these Tender Documents notify all unsuccessful Tenderers within 28 days of the date on which a Tender is accepted under subclause 8.1.
- (b) Unsuccessful Tenderers may request that the Principal's Representative provide feedback on the Tenderer's Tender. If the Principal's Representative agrees to the request, such feedback will be limited to the Tenderer's Tender and may be general in nature.
- (c) A Tender shall not be deemed to be rejected until the Principal notifies the unsuccessful Tenderer in writing that the Tender was not successful.

#### **8.3 Changes to Principal's Project Requirements after acceptance of Tender**

Without limiting the Principal's other rights under the Tender Documents or at law, the Principal may, after acceptance of a Tender, vary the Principal's Project Requirements in accordance with the Contract (as amended, if at all, by negotiation with the successful Tenderer).

### **9. RIGHT TO INFORMATION AND DISCLOSURE**

Notwithstanding anything else contained in these Conditions of Tendering the Principal may disclose any documents and information, including the Price and information related to the Price, provided by or on behalf of a Tenderer in connection with a Tender, (even where the Tender is not successful):

- (a) to comply with any law including, without limitation under the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld);

- (b) to comply with any of its own policies, procedures and governance requirements; and
- (c) as the Principal considers reasonably necessary to properly conduct the Procurement Process, (including to evaluate and obtain approval of Tenders received) or to properly carry out its other functions and discharge its other obligations as a local government authority.



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## **SECTION D – THE CONTRACT (INCLUDING THE PRINCIPAL'S PROJECT REQUIREMENTS)**



# **Proposed Contract (Design and Construct)**

---

**Winton Shire Council  
(Principal)**

**[Insert Contractor's Name]  
(Contractor)**

**Sewer Manhole Rehabilitation**

**Design & Construct of Winton Manhole Relining 2020**

**Contract No.: 190218.1**



**Document Control**

<b>Date</b>	<b>Description</b>	<b>Author</b>
01/01/2020	Initial Draft	Nathan Raasch
02/04/2020	Released for Client Review	Richard Back
09/04/2020	Released For Tender	Richard Back

**GBA Project/Doc ID no.**      190218 / 340893

**Contact for enquiries and proposed changes**

If you have any questions regarding this document or if you have a suggestion for improvements, please contact George Bourne and Associates.

**Phone**    07 4651 5177

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## FORMAL INSTRUMENT OF AGREEMENT

### Parties:

**Winton Shire Council** ABN 46 299 386 399 of 75 Vindex Street, Winton in  
the State of Queensland

**('Principal')**

of ABN                      in the State of

**('Contractor')**

### Background:

- A. The Contractor has submitted an offer to perform the work under the Contract, and has given the Principal warranties and made representations to the Principal.
- B. In reliance on the warranties given and representations made by the Contractor, the Principal has accepted the Contractor's offer.
- C. The parties wish to enter into this Contract to record the terms of their agreement.

### The Parties agree:

#### 1. THE CONTRACT

1.1 The Contract shall comprise the following documents:

- (a) This Formal Instrument of Agreement;
- (b) Annexure Part A to AS 4300-1995 General Conditions of Contract for Design and Construct;
- (c) Annexure Part B to AS 4300-1995 General Conditions of Contract for Design and Construct;
- (d) Annexure Part C to AS 4300-1995 General conditions of contract for design and construct;
- (e) Annexure Part D to AS 4300-1995 General conditions of contract for design and construct;
- (f) Annexure Part E to AS 4300-1995 General conditions of contract for design and construct;
- (g) AS 4300-1995 General Conditions of Contract for Design and Construct (which form a part of this Contract notwithstanding that a copy is not physically incorporated into the Contract);
- (h) Annexure Part F – Principal's Project Requirements;

- (i) Annexure Part G – Key Personnel;
  - (j) Annexure Part H – Contract Sum;
  - (k) Annexure Part I – Statutory Declaration of Contractor
  - (l) Annexure Part J – Contractor's Program;
  - (m) Annexure Part K – Preliminary Design;
- 1.2 The Contract constitutes the entire, final and concluded agreement between the parties. It supersedes all prior representations, agreements, statements and understandings between the Contractor and the Principal (whether oral or in writing).
- 1.3 If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in Clause 1.1, then the documents will take precedence in the order set out in Clause 1.1 with the Formal Instrument of Agreement being the highest in the order.

## 2. CONSIDERATION

In consideration of:

- (a) the *Principal* agreeing to pay the Contractor in accordance with the provisions of the Contract, the Contractor will perform the work under the Contract in accordance with the provisions of the Contract and will otherwise comply with its obligations under the Contract at its expense; and
- (b) the Contractor performing the work under the Contract and complying with its obligations under the Contract at its expense, the *Principal* will pay the Contractor in accordance with the provisions of the Contract and will otherwise comply with its obligations under the Contract.

## 3. INTERPRETATION

- 3.1 Terms used in this Formal Instrument of Agreement have the same meaning as in the documents listed in Clauses 1.1(b) to 1.1(d) above unless the context otherwise requires.
- 3.2 The contra proferentem rule and other rules of construction will not apply to the Contract to disadvantage a party whether that party put the Contract or a clause forward, was responsible for drafting all or part of it, or would otherwise benefit from it.
- 3.3 To the extent permitted by law, if either party consists of two or more persons the Contract binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally.
- 3.4 If a provision of the Contract is void or unenforceable it must be severed from the Contract and the provisions that are not void or unenforceable are unaffected by the severance.
- 3.5 The rights and remedies of a party to the Contract are in addition to the rights or remedies conferred on the party at law or in equity.

- 3.6 The Contract may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by facsimile or email.
- 3.7 In the Contract, the words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 3.8 Each indemnity provided in the Contract is a continuing indemnity which survives the expiration or termination of the Contract. The Principal need not incur any expense or make any payment in order to rely on an indemnity. Each indemnity given by the Contractor will be read as if the word 'indemnify' was followed by 'and hold harmless'.
- 3.9 Items or words in Annexure Part A which have been struck through are deleted from Annexure Part A, and items or words which are underlined have been added to Annexure Part A.

#### 4. STANDARDS AUSTRALIA

- 4.1 This document contains Standards Australia Ltd copyrighted material that is distributed by SAI Global Ltd on Standards Australia Ltd's behalf. It may be reproduced and modified in accordance with the terms of SAI Global Ltd's Licence 1607-c081 to George Bourne & Associates (**Licensee**). All amended, marked up and licensed copies of this document must be obtained from the Licensee. Standards Australia Ltd copyright material is not for resale, reproduction or distribution in whole or in part without written permission from SAI Global Ltd: tel +61 2 8206 6355 or [copyright@saiglobal.com](mailto:copyright@saiglobal.com).
- 4.2 A copy of the AS4300-1995 General Conditions of Contract can be obtained from Standards Australia. Alternatively, arrangements can be made to view a copy of this document at George Bourne & Associates, 73 Elm Street, Barcaldine, Queensland, 4725 by calling (07) 4651 5177.

#### 5. EXCLUSION OF SECTION 67K OF THE QBCC ACT

The Principal and the Contractor:

- (a) acknowledge that section 67K(2) of the QBCC Act provides that building contracts as defined in 67AAA of the QBCC Act are subject to a condition that prior to the Date of Practical Completion, the total value of the following is not to be more than 5% of the Contract Sum;
- (i) all retention amounts for the Contract that are being withheld; and
  - (ii) all security for the Contract given and still held; and
- (b) agree that this Contract is not subject to the conditions set out in section 67K(2) of the QBCC Act.

---

Initialled by the Principal

---

Initialled by the  
Contractor

### Executed as an Agreement:

#### EXECUTED BY THE PRINCIPAL

**SIGNED** for and on behalf of **Winton Shire Council ABN 46 299 386 399** in accordance with the Council's local laws and in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (block letters)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Full name of Chief Executive Officer

#### EXECUTED BY THE CONTRACTOR

**SIGNED** for and on behalf of the **Contractor ABN** by its authorised representatives and in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (block letters)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Full name of authorised representative

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Full name of authorised representative



**ANNEXURE to the Australia  
Standard General Conditions of  
Contract for Design and Construct**

AS 4300 – 1995

# PART A

This Annexure shall be completed and issued as part of the tender documents and subject to any amendments to be incorporated into the Contract, is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

*Item*

1. The law applicable is that of the State or Territory of:  
(Clause 1) Queensland
2. Payments under the Contract shall be made at:  
(Clause 1) Winton, Queensland, Australia
3. The Principal:  
(Clause 2) Winton Shire Council  
ABN: 46 299 386 399
4. The address of the Principal: 75 Vindex Street, Winton, QLD 4735
5. The Contractor:  
(Clause 2) [insert name of Contractor]  
ABN: [insert ABN of Contractor]
6. The address of the Contractor: [insert address of Contractor]
7. The Superintendent:  
(Clause 2) George Bourne & Associates  
ABN: 60 084 451 526
8. The address of the Superintendent:  
73 Elm Street  
PO Box 169  
Barcaldine Qld 4725
9. # The Date for Practical Completion:  
(Clause 2) 12th of June 2020\*

- 9A. Practical Completion  
(Clause 2)
- The Contractor:  
 is required  
 is not required  
to provide a certificate from a licenced surveyor.  
(if nothing selected, the Contractor is not required to provide a certificate from a licenced surveyor)
10. Preliminary Design:  
(Clause 2)
- (A) A Preliminary Design  
Is included  
In the Principal's Project Requirements.
- (B) If a Preliminary Design is included in the Principal's Project Requirements, the documents stating the Preliminary Design are:  
Annexure Part K – Preliminary Design
11. The Principal's Project Requirements are described in the following documents (additional to those listed in Annexure Part A item for Preliminary Design):  
(Clause 2)
- Documents describing the Principal's Project Requirements are:  
Preliminary Design (if included in Annexure item 10):
- 11A. Method of Measurement – the Alternative applying:  
(Clause 3.5)
- Alternative 1  
(if nothing stated, then Alternative 2 will apply if the Contract is a Building Contract and Alternative 1 will apply if the Contract is not a Building Contract.)
- 11B. Contract Sum  
(Clause 3)
- The Contract is a:  
 Schedule of Rates Contract  
 Lump Sum Contract  
(if nothing selected, the Contract is a Lump Sum Contract.)
12. Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:  
(Clause 3.3(b))
- Upper limit: 120%  
Lower limit: 80%  
(if nothing stated: upper limit 120%, lower limit 80%)
13. # Contractor shall provide security in the amount of:  
(Clause 5.2)
- Refer to clause 5.2

- | 14.              | # Principal shall provide security in the amount of: (Clause 5.2)  | Nil<br>(if nothing stated, the Principal is not required to provide security)  |                  |                      |                           |       |       |       |       |       |       |
|------------------|--|--|------------------|----------------------|---------------------------|-------|-------|-------|-------|-------|-------|
| 15.              | Retention moneys shall be deducted progressively as follows: (Clauses 5.5 and 42.1)  | 10 per cent of the value of the work incorporated into the Works until 5 per cent of the Contract Sum is reached   |                  |                      |                           |       |       |       |       |       |       |
| 16.              | The period of notice required of a party's intention to convert security into cash or to have recourse to security or retention moneys: (Clause 5.5) | 7 days<br>(if nothing stated, 5 days)  |                  |                      |                           |       |       |       |       |       |       |
| 17.              | The percentage to which the Principal's entitlement to security and retention moneys is reduced: (Clause 5.7)  | Security under Clause 5.2 shall be reduced to 0%.<br>Retention moneys shall be reduced to 50%.<br>(if nothing stated, 50 per cent)   |                  |                      |                           |       |       |       |       |       |       |
| 18.              | The percentage to which the Contractor's entitlement to security is reduced: (Clause 5.8)  | Not applicable<br>(if nothing stated, 50 per cent)   |                  |                      |                           |       |       |       |       |       |       |
| 19.              | Holding of an interest on cash security and retention moneys – the Alternative applying: (Clause 5.10)   | Alternative 1<br>(if nothing stated, Alternative 1 applies)  |                  |                      |                           |       |       |       |       |       |       |
| 20.              | The number of copies to be supplied by the Principal: (Clause 8.3)   | 3 copies<br>(if nothing stated, 5 copies)  |                  |                      |                           |       |       |       |       |       |       |
| 21.              | Documents, number of copies, and the times or design stages at which they are to be supplied by the Contractor: (Clause 8.4)                         | <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding-bottom: 5px;"><u>DOCUMENTS</u></th> <th style="text-align: left; border-bottom: 1px solid black; padding-bottom: 5px;"><u>NO. OF COPIES</u></th> <th style="text-align: left; border-bottom: 1px solid black; padding-bottom: 5px;"><u>TIME/ DESIGN STAGE</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px dotted black; border-bottom: 1px dotted black; padding: 2px 0;">.....</td> <td style="border-top: 1px dotted black; border-bottom: 1px dotted black; padding: 2px 0;">.....</td> <td style="border-top: 1px dotted black; border-bottom: 1px dotted black; padding: 2px 0;">.....</td> </tr> <tr> <td style="border-bottom: 1px dotted black; padding: 2px 0;">.....</td> <td style="border-bottom: 1px dotted black; padding: 2px 0;">.....</td> <td style="border-bottom: 1px dotted black; padding: 2px 0;">.....</td> </tr> </tbody> </table> | <u>DOCUMENTS</u> | <u>NO. OF COPIES</u> | <u>TIME/ DESIGN STAGE</u> | ..... | ..... | ..... | ..... | ..... | ..... |
| <u>DOCUMENTS</u> | <u>NO. OF COPIES</u>   | <u>TIME/ DESIGN STAGE</u>  |                  |                      |                           |       |       |       |       |       |       |
| .....            | .....  | .....  |                  |                      |                           |       |       |       |       |       |       |
| .....            | .....  | .....  |                  |                      |                           |       |       |       |       |       |       |

22. The time within which the Superintendent must give a direction as to the suitability of documents:  
(Clause 8.4) 21 days  
(if nothing stated, 21 days)
- 22A. As constructed drawings — the Alternative applying:  
(Clause 8A) Alternative 2  
(if nothing stated, Alternative 2)
- 22B. Operation and maintenance manual – the minimum requirements  
(Clause 8B)
- (a) Contractor’s name, address, facsimile number, telephone number and email address;
  - (b) A maintenance schedule (in tabular form);
  - (c) A technical description of the equipment supplied, with diagrams and illustrations where appropriate;
  - (d) Detailed description of each item of maintenance;
  - (e) Detailed description of each item of operation;
  - (f) Procedures for dismantling and reassembling;
  - (g) Details and descriptions of maintenance and operations, equipment and tools, with instructions for their use;
  - (h) Supplier/material quality certificates for each product;
  - (i) Supplier/material specification and data sheets for each product;
  - (j) Material Safety Data Sheets (MSDS) for all products directly or indirectly involved in all aspects of operation and maintenance of the works; and
  - (k) Complete spares list.
23. Work which cannot be subcontracted without approval:  
(Clause 9.2) The whole or any part of the work under the Contract
24. Subcontractors or Selected Subcontractors whose contracts the Principal may direct be novated:  
(Clause 10) Not applicable
25. The percentage for profit and attendance:  
(Clause 11(b)) 10%  
(if nothing stated: 5%.)

26. Intellectual property rights granted to the Principal – the alternative applying: (Clause 13.2) Alternative 1  
(if nothing stated, Alternative 1 applies)
27. Legislative Requirements not required to be satisfied by Contractor: (Clause 14.1) The Contractor shall satisfy all Legislative Requirements  
(if nothing stated, the Contractor shall satisfy all Legislative Requirements)
- 27A. Portable Long Service: (Clause 14.3) The:  
 Principal  
 Contractor  
is to make payments and give notices under the Portable Long Service Leave Legislation.  
*(if nothing selected, the Principal is to do so)*
28. Insurance of the Work under the Contract – the Alternative applying: (Clause 18) Alternative 1  
(if nothing stated, Alternative 1 applies)  
 If Alternative 1 applies
- (a) The amount for demolition and removal of debris: (Clause 18(ii)) ..... \$.....
  - (b) The amount for consultants' fees: (Clause 18(iii)) ..... \$.....
  - (c) The value of materials or things to be supplied by the Principal: (Clause 18(iv)) ..... \$.....
  - (d) The additional amount or percentage: (Clause 18(v)) ..... or ..... \$.....  
 ..... \$.....
29. Public liability policy of insurance—the Alternative applying: (Clause 19) Alternative 1  
(if nothing stated, Alternative 1 applies)
30. If Alternative 1 applies the amount of public liability insurance shall be not less than: (Clause 19) \$20,000,000.00  
(if nothing stated, \$20,000,000.00)

- |     |  |   |                    |
|-----|--|---|--------------------|
| 31. | Amount of Contractor's professional indemnity insurance shall be not less than:<br>(Clause 21)   | \$1,000,000.00<br>(if no amount stated, \$1,000,000)  |                    |
| 32. | Period for which Contractor's professional indemnity insurance shall be maintained after issue of the Final Certificate:<br>(Clause 21)      | 7 years<br>(if nothing stated, 7 years)   |                    |
| 33. | Categories of Consultants and amounts of Consultants' professional indemnity insurance:<br>(Clause 21)                                       | <u>CATEGORY</u>   | <u>AMOUNT (\$)</u> |
| 34. | Period for which each Consultant's professional indemnity insurance shall be maintained after issue of the Final Certificate:<br>(Clause 21) | 7 years<br>(if nothing stated, 7 years)   |                    |
| 35. | The time by which access to the Site shall be given:<br>(Clause 27.1)  | 28 days after the Date of Acceptance of Tender<br>(if nothing stated, 28 days after the Date of Acceptance of Tender) |                    |
| 36. | The time for giving possession of the Site to enable commencement of further work:<br>(Clause 27.1)  | 28 Days after the Date of Acceptance of Tender<br>(if nothing stated, 28 days after the Date of Acceptance of Tender) |                    |

- 36A. Preconditions to entitlement to access to or possession of the Site:  
(Clause 27.1)
- (a) Evidence of insurances as required by Clause 21.1;  
 (b) Security in accordance with Clause 5;  
 (c) Workplace Health and Safety Plan;  
 (d) Environmental Management Plan;  
 (e) Cultural Heritage Plan;  
 (f) Traffic Management Plan;  
 (g) Quality Plan;  
 (h) Evidence of payment of the Portable Long Service Leave Levy;  
 (i) Evidence of approval of the building development application pursuant to the Sustainable Planning Act 2009 (Qld).
- (if nothing stated, there are no preconditions)
- 36B. Quality Plan:  
(Clause 30.2)
- The Contractor:  
 is required  
 is not required  
to prepare a Quality Plan.  
 (if nothing selected, the Contractor is not required to prepare a Quality Plan)
- 36C. Working Days and Working Hours  
(Clause 32)
- | <u>WORKING DAYS</u>     | <u>WORKING HOURS</u> |
|-------------------------|----------------------|
| <u>Monday to Friday</u> | <u>8am – 5pm</u>     |
- (if nothing stated, Monday to Saturday, 6.30am to 6.30pm)
37. The times by, or periods within which the Superintendent is to furnish information, materials documents or instructions to the Contractor:  
(Clause 33.1)
- | <u>INFORMATION, MATERIALS DOCUMENTS OR INSTRUCTIONS</u> | <u>TIME / PERIOD</u> |
|---|----------------------|
|   |                      |
38. Events causing delay:
- Industrial conditions (Clause 35.5(a)(i))      Applicable
  - Inclement weather (Clause 35.5 (a)(ii))      Applicable
- (if neither deleted then not applicable)

- |     |   |  |
|-----|---|--|
| 39. | # Rate of liquidated damages:<br>(Clause 35.6)  | \$318 per day<br>(if nothing stated, \$1,000.00 per day)   |
| 40. | # Limit of Liquidated Damages:<br>(Clause 35.7)   | 10% of the Contract Sum<br>(if nothing stated, 10% of the Contract Sum)  |
| 41. | # Bonus for early Practical Completion:<br>(Clause 35.8)  | No bonus is payable<br>(if nothing stated, no bonus is payable)  |
| 42. | # Limit of bonus:<br>(Clause 35.8)  | Not applicable   |
| 43. | # Other events for which extra costs for delay or disruption are payable:<br>(Clause 36)  | <u>No other events</u><br><u>(if nothing stated, no other events)</u>  |
| 44. | # The Defects Liability Period:<br>(Clause 37)  | 24 months<br>(if nothing stated, 12 months)  |
| 45. | The charge for overheads, administrative costs, site supervision, establishment costs, attendance and profit for Daywork:<br>(Clause 41(f))             | 10%<br>(if nothing stated, 10%)  |
| 46. | (a) Times under the Contract for Payment Claims: (Clause 42.1)<br><br>OR<br>(b) Stages of the work under the Contract for payment claims: (Clause 42.1) | The last Working Day of each month in which work under the Contract is done up to and including the month in which Practical Completion is reached |
| 47. | Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works:<br>(Clause 42.1(ii))      | (if nothing stated, no payment claims may be made for unfixed plant and materials)   |



48. The amount of additional security for unfixed plant and materials:  
(Clause 42.2) \$\_\_\_\_\_ (if nothing stated, an amount equal to the payment claimed for the plant or materials)
49. The rate of interest on overdue payments:  
(Clause 42.9) 8% per annum (if nothing stated, 8% per annum)
50. The delay in giving access to the Site which shall be a substantial breach:  
(Clause 44.7(c)) 28 days (if nothing stated, 28 days)
51. The delay in giving possession of the Site which shall be a substantial breach:  
(Clause 44.7 (d)) 28 days (if nothing stated, 28 days)
52. Further steps required before proceedings – the Alternative applying:  
(Clause 47.2) Alternative 1 (if nothing stated, Alternative 1 applies)
53. The person to nominate an arbitrator:  
(Clause 47.3) Institute of Arbitrators & Mediators Australia/LEADR, Queensland Chapter Chairperson
54. Principal Contractor  
(Clause 49.2) The Contractor:  
 \_\_\_\_\_ is appointed  
 \_\_\_\_\_ is not appointed  
as principal contractor under the Work Health and Safety Regulation 2011 (Qld).  
(if nothing selected, the Contractor is not appointed as principal contractor)
55. Workplace Health and Safety Plan:  
(Clause 49.4) The Contractor:  
 \_\_\_\_\_ is required  
 \_\_\_\_\_ is not required  
to prepare a Workplace Health and Safety Plan.  
(if nothing selected, the Contractor is not required to prepare a Workplace Health and Safety Plan.)

56. Environmental Management Plan:  
(Clause 50.2)
- The Contractor:  
 is required  
 is not required
- to prepare an Environmental Management Plan.  
(if nothing selected, the Contractor is not required to prepare an Environmental Management Plan.)
57. Cultural Heritage Plan  
(Clause 51.2)
- The Contractor:  
 is required  
 is not required
- to prepare a Cultural Heritage Plan.  
(if nothing selected, the Contractor is not required to prepare a Cultural Heritage Plan.)
58. Traffic Management Plan  
(Clause 52.2)
- The Contractor:  
 is required  
 is not required
- to prepare a Traffic Management Plan.  
(if nothing selected, the Contractor is not required to prepare a Traffic Management Plan.)

**Separable Portions**

**Not Used**

**ANNEXURE to the Australia Standard**  
**General Conditions of Contract**

# PART B

- 
1. The following Clauses have been deleted from the General Conditions in AS 4300—1995:  
See below
  2. The following Clauses have been amended and differ from the corresponding Clauses in AS 4300—1995:  
See below
  3. The following Clauses have been added to those of AS 4300 -1995:  
See below
- 

## 1 CONSTRUCTION OF CONTRACT

Not amended

## 2 INTERPRETATION

Before the definition of 'Certificate of Practical Completion' insert:

'Aboriginal cultural heritage' has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);

'Aboriginal Party' has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);

'Accession' has the same meaning as in the PPS Act;

'Building Contract' has the same meaning as in the QBCC Act;

'Business Day':

- (a) when used to describe the time within which the Superintendent must issue a payment certificate under Clause 42.1 or a Final Certificate under Clause 42.8, has the meaning given in the Security of Payments Legislation;
- (b) otherwise means a day that is not a Saturday, Sunday, public holiday, special holiday or bank holiday at the Site;

Delete the definition of 'Contract' and replace with:

'Contract' means the agreement between the Principal and the Contractor comprising the documents identified in Clause 1.1 of the Formal Instrument of Agreement;

After the definition of 'Contractor's Program' insert:

'Cultural Heritage' includes Aboriginal cultural heritage, Torres Strait Islander cultural heritage and Commonwealth cultural heritage;

'Cultural Heritage Management Plan' means the document of that name referred to in the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) (as applicable);

'Cultural Heritage Plan' means the written document described in Clause 51.2;

After the definition of 'direction' insert:

'Environmental Management Plan' means the written document described in Clause 50.2;'

After the definition of 'Final Payment Claim' insert:

'Formal Instrument of Agreement' means the document of that name forming part of the Contract;

'GST' has the same meaning as given to it in the GST Law;

'GST Law' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other law dealing with the imposition or administration of a goods and services tax in Australia;

After the definition of 'month' insert:

'Perfect', 'Perfected' and 'Perfection' have the same meaning as in the PPS Act;'

After the definition of 'person' insert:

'Personal Information' has the same meaning as in the *Information Privacy Act 2009* (Qld);

'Personal Property' has the same meaning as in the PPS Act;

'Portable Long Service Leave Legislation' means the *Building and Construction Industry (Portable Long Service Leave Levy) Act 1991* (Qld) and the *Building and Construction Industry (Portable Long Service Leave Levy) Regulation 2013* (Qld) as amended or replaced from time to time;

'Portable Long Service Leave Levy' has the same meaning as in the Portable Long Service Leave Legislation;

'PPS Act' means the *Personal Property Securities Act 2009* (Cth);

In the definition of 'Practical Completion', insert the following additional paragraphs:

(d) debris, rubbish, building materials, Constructional Plant and equipment has been removed from the Site and the Site has been cleaned (except that minor omissions from cleaning will not preclude Practical Completion);

(e) all certificates and approvals associated with the work under the Contract which, pursuant to the Contract, the Contractor is required to obtain from any

municipal, public or statutory authority or other certifier and which is required at law before the Works and every part of the Works can be occupied and used for their intended purpose or purposes have been issued or given and handed to the Principal;

- (f) all other requirements of any municipal, public or statutory authority in relation to the work under the Contract which the Contractor is obliged to perform have been completed to the satisfaction of the municipal, public or statutory authority;
- (g) (if Annexure Part A states that such a certificate is required) the Contractor has provided to the Superintendent a certificate from a licensed surveyor certifying that the Works are located within the boundaries of the Site in the place and position required by the terms of the Contract;
- (h) if the Contractor is required under the Contract to provide as constructed drawings and operations & maintenance manuals, those drawings and manuals have been provided;
- (i) all documentation required to be produced and provided under the Contractor's quality management system (including the Quality Plan), has been produced and provided;
- (j) if the Contract requires the Contractor to undertake commissioning, the Contractor has successfully completed such commissioning to the satisfaction of the Superintendent;
- (k) the additional requirements for Practical Completion (if any) stated elsewhere in the Contract have been satisfied;

After the definition of 'Principal' insert:

'Private Property' has the same meaning as in the *Local Government Act 2009* (Qld);

After the definition of 'public liability insurance' insert:

'Purchase Money Security Interest' has the same meaning as in the PPS Act;

'QBCC Act' means the *Queensland Building and Construction Commission Act 1991* (Qld);

'QLEAVE' has the same meaning as in the Portable Long Service Leave Legislation;

'Quality Plan' means the written document described in Clause 30.2;

After the definition of 'Schedule of Rates' insert:

'Security Interest' has the same meaning as in the PPS Act;

'Security of Payments Legislation' means the *Building Industry Fairness (Security of Payments) Act 2017* (Qld) and any associated subordinate legislation;

Delete the definition of 'subcontractor' and replace with:

'subcontractor' includes a supplier or hirer of materials, plant or equipment and a consultant';

After the definition of 'test' insert:

'Traffic Management Plan' means the written document described in Clause 52.2;

'variation' has the meaning in Clause 40.1;

'Work Health and Safety Legislation' means the *Work Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulation 2011* (Qld);

'Working Day' means a working day stated in Annexure Part A (irrespective of the number of Working Hours for that day), but unless Annexure Part A expressly provides otherwise, does not include:

- (a) a public holiday, special holiday or bank holiday at the Site; or
- (b) 22 to 24 December;
- (c) 27 to 31 December;
- (d) 2 to 10 January; or
- (e) any other day which the Contract elsewhere states is a day on which work cannot be carried out;

'Working Hours' means the working hours stated in Annexure Part A;

'Workplace Health and Safety Plan' means the written document described in Clause 49.4';

### **3 NATURE OF CONTRACT**

Delete Clause 3 and replace with:

#### **'3 NATURE OF CONTRACT**

##### **3.1 Performance and Payment**

The Contractor shall carry out and complete work under the Contract in accordance with the Contract and directions authorised by the Contract.

The Contract shall be either a:

- (a) Schedule of Rates Contract; or
- (b) Lump Sum Contract,

as stated in Annexure Part A.

Notwithstanding anything else in this Clause 3, where the Contract elsewhere contains provisions for determining the Contractor's entitlement to payment for an item then the Contractor's entitlement to payment for those items shall be

determined in accordance with such provisions. Otherwise, the Contractor's entitlement to payment shall be in accordance with this Clause 3.

Neither the Contract Sum nor any other rate, price, fee or cost in the Contract shall be subject to adjustment for rise and fall for any reason unless the Contract expressly provides otherwise.

### **3.2 Quantities**

Quantities in a Schedule of Rates are estimated quantities only.

The Contractor must notify the Superintendent immediately if it discovers:

- (a) incompleteness, inaccuracy or inadequacy of;
- (b) error in; or
- (c) omission from,

Schedule of Rates.

A direction shall not be required to be given by the Superintendent by reason of the actual quantity of an item required to perform the Contract being greater or less than the quantity shown in the Schedule of Rates.

### **3.3 Schedule of Rates Contract**

This Clause 3.3 only applies where Annexure Part A states that the Contract is a Schedule of Rates Contract.

The Principal shall pay the Contractor the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item adjusted by any additions or deductions made pursuant to the Contract.

The Principal gives no warranty and makes no representation as to the completeness, accuracy or adequacy of a Schedule of Rates.

Where, otherwise than by reason of a direction to vary work under the Contract, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in a Schedule of Rates and:

- (a) the Principal accepted a lump sum for the item, the difference shall be valued under Clause 40.5 as if it were varied work directed by the Superintendent as a variation; and
- (b) the Principal accepted a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a Schedule of Rates are stated in the Schedule of Rates or Annexure Part A, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be valued under Clause 40.5 as if it were varied work directed by the Superintendent as a variation.



To avoid doubt, where limits of accuracy are stated in a Schedule of Rates for a particular quantity, those limits of accuracy will apply to the quantity notwithstanding any limits of accuracy stated in Annexure Part A.

If a Schedule of Rates omits an item which should have been included, the item shall be valued under Clause 40.5 as if it was extra work directed by the Superintendent as a variation.

### **3.4 Lump Sum Contract**

This Clause 3.4 only applies where Annexure Part A states that the Contract is a Lump Sum Contract.

The Principal shall pay the Contractor the lump sum accepted by the Principal adjusted by any additions or deductions made pursuant to the Contract.

The Principal gives no warranty and makes no representation as to the completeness, accuracy or adequacy of a Schedule of Rates and shall not be liable upon any claim by the Contractor relating to or arising out of or in connection with any:

- (a) incompleteness, inaccuracy or inadequacy of;
- (b) error in; or
- (c) omission from,

a Schedule of Rates.

A Schedule of Rates may be used by the Superintendent as a guide in the assessment of progress claims, variations and other adjustments to the Contract Sum permitted by the Contract, but for no other purpose.

### 3.5 Measurement of Work

#### *Alternative 1*

All relevant work under the Contract shall be measured in accordance with the *Australian Standard 1181 – 1982 – Method of Measurement of Civil Engineering Works and Associated Building Works* unless otherwise scheduled or specified in the Contract.

#### *Alternative 2*

All relevant work shall be measured in accordance with the edition last published prior to the date of closing of tenders of the Australian Standard Method of Measurement of Building Works, as authorised by agreement between the Master Builders' Federation of Australia and the Australian Institute of Quantity Surveyors, including any amendments thereto unless otherwise scheduled or specified in the Contract.'

## 4 WARRANTIES

Not amended

## 5 SECURITY, RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS

### 5.1 Purpose

Not amended

### 5.2 Provision of Security

Delete the existing wording of Clause 5.2 and replace with:

The Contractor shall provide security in the amount determined in accordance with following table:

<b>Contract Sum (excluding GST)</b>	<b>Amount of Security</b>
Up to \$20,000	5% of the Contract Sum
\$20,000 to \$100,000	\$1,000 plus 2.5% of the amount by which the Contract Sum exceeds \$20,000
Over \$100,000	\$3,000 plus 1% of the amount by which the Contract Sum exceeds \$100,000

### 5.3 Form of Security

Not amended

### 5.4 Time for Provision of Security

Not amended

**5.5 Retention Moneys**

Not amended

**5.6 Conversion of Security and Recourse to Retention Moneys**

Not amended

**5.7 Substitution of Security for Retention Moneys**

Not amended

**5.8 Reduction of Security and Retention Moneys**

Not amended

**5.9 Release of Security and Retention Moneys**

Not amended

**5.10 Holding of Interest on Cash Security and Retention Moneys**

Not amended

**5.11 Deed of Guarantee, Undertaking and Substitution**

Not amended

**5.12 Application of QBCC Act**

Insert new clause 5.12 as follows

**'5.12 Application of QBCC Act**

If the Contract is a Building Contract then:

- (a) for the purposes of section 67J of the QBCC Act:
  - (i) the Superintendent is authorised to give the notice required by section 67J for and on behalf of the Principal; and
  - (ii) any certificate or other notice issued by the Superintendent that refers to an amount that is owed by the Contractor to the Principal shall be taken to be notice from the Principal to the Contractor of the proposed use of security to obtain the amount owed; and
- (b) for the purposes of section 67N of the QBCC Act, if the value of security held by the Principal after Practical Completion exceeds 2.5% of the Contract Sum, the amount in excess of 2.5% of the Contract Sum is held for purposes other than the need to correct defects identified during the Defects Liability Period.'

**6 EVIDENCE OF CONTRACT**

Not amended

**7 SERVICE OF NOTICES**

Not amended

**8 CONTRACT DOCUMENTS**

Not amended

**8A AS CONSTRUCTED DRAWINGS**

Insert new Clause 8A as follows:

**'8A AS CONSTRUCTED DRAWINGS**

The Contractor shall provide a set of as constructed drawings which complies with the requirements of the Contract to the Superintendent for a direction of the Superintendent under Clause 8.4 prior to the anticipated Date of Practical Completion.

The drawings shall be individually and clearly marked "AS CONSTRUCTED", in large red writing. Each drawing shall be marked up in red where the Works as constructed differ from the design and/or drawings.

The provision of as constructed drawings which comply with the requirements of the Contract is a requirement of Practical Completion.

*Alternative 1*

The as constructed drawings shall be provided in AutoCAD format and all red writing and mark-ups shall be performed using AutoCAD.

*Alternative 2*

The as constructed drawings shall be provided in hard copy format in the number and format detailed elsewhere in the Contract (or where the Contract does not otherwise provide for the matter, 3 copies of the as constructed drawings in A3 format shall be provided).'

**8B OPERATION AND MAINTENANCE MANUALS**

Insert new Clause 8B as follows:

**'8B OPERATION AND MAINTENANCE MANUAL**

An operation and maintenance manual shall be submitted to the Superintendent for a direction of the Superintendent under Clause 8.4 at least 28 days prior to the anticipated Date of Practical Completion for review.

The operation and maintenance manual shall be returned by the Superintendent with comments at least 14 days prior to the anticipated Date of Practical Completion.

The Contractor shall resubmit the operation and maintenance manual to the Superintendent addressing the Superintendent's comments for review and final approval.

The provision of an operation and maintenance manual which complies with the requirements of the Contract is a requirement of Practical Completion.

The operation and maintenance manual shall:

- (a) be sectioned in a logical order to enable locating information easily;
- (b) shall include at least the information identified in Annexure A; and
- (c) shall comply with any other requirements detailed elsewhere in the Contract.'

## **9 ASSIGNMENT AND SUBCONTRACTING**

Not amended

## **10 NOVATION**

Not amended

## **11 PROVISIONAL SUMS**

Not amended

## **12 LATENT CONDITIONS**

### **12.1 Definition**

Delete:

- '(a) physical conditions on the Site or its surroundings, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by the Contractor at the time of the Contractor's tender if the Contractor had -'

and replace with:

- '(a) physical conditions on the Site or its surroundings, including artificial things but excluding weather conditions, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by a competent and experienced contractor at the time of the Contractor's tender if such a contractor had -'

### **12.2 Notification**

Not amended

### **12.3 Extension of Time and Cost**

Not amended

**12.4 Time Bar**

Not amended

**13 PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

Not amended

**14. LEGISLATIVE REQUIREMENTS****14.1 Complying with Legislative Requirements**

Not amended

**14.2 Changes in Legislative Requirements**

Not amended

**14.3 Portable Long Service Leave**

Insert new Clause 14.3 as follows:

**'14.3 Portable Long Service Leave**

As a precondition to the Contractor's entitlement to possession of the Site, the party identified in Annexure Part A must pay any Portable Long Service Leave Levy payable in relation to the work under the Contract and give all relevant notices to QLEAVE in accordance with the Portable Long Service Leave Legislation.'

**14.4 Information Privacy Act**

Insert new Clause 14.4 as follows:

**'14.4 Information Privacy Act**

If the Contractor collects or has access to Personal Information in order to carry out work under the Contract, the Contractor must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this Contract as if the Contractor was the Principal.'

**14.5 Personal Property Securities Act**

Insert new Clause 14.5 as follows:

**'14.5 Personal Property Securities Act**

If this Contract contains a Security Interest, then each party agrees for the purposes of s275(6) of the PPS Act that it will not disclose information of the type referred to in Section 275(1) of the PPS Act where a request is made under s275(1) of the PPS Act in relation to this Contract or any part of it, except in circumstances where the party is compelled by law (other than s275(1) of the PPS Act) to make that disclosure.

If the Principal determines that any clause of this Contract, or a transaction contemplated by this Contract or in connection with the performance of the work under the Contract constitutes, or is likely to give rise to a Security Interest in respect of which the Principal is the security holder, then:

- (a) the Contractor agrees to promptly provide all assistance and cooperation requested by the Principal that the Principal determines is reasonably required to:
  - (i) register and maintain the registration of its Security Interest on the personal property securities register within any applicable time limits relevant to the effectiveness of the Security Interest;
  - (ii) ensure that the Principal's Security Interest is enforceable against third parties, Perfected or otherwise effective;
  - (iii) ensure that the Security Interest has the appropriate priority required by the Principal (including where applicable as a Purchase Money Security Interest);
  - (iv) ensure that any Security Interest granted temporary Perfection under the PPS Act is Perfected by registration or other appropriate means prior to any applicable expiry of that temporary Perfection; and
  - (v) enable the Principal to register financing statements or financing change statements under the PPS Act with respect to any such Security Interest;
- (b) the Contractor waives the right to receive notice of a verification statement in relation to the registration of that Security Interest;
- (c) the Contractor shall not register or permit to be registered any other Security Interest in respect of the Personal Property that comprises the collateral in respect of that Security Interest other than one that has been consented to or granted by the Principal;
- (d) the Contractor shall not cause or allow any of the Contractor's Personal Property to become an Accession to the Principal's Personal Property or cause or allow the Principal's Personal Property to become an Accession to the Contractor's Personal Property without the prior consent of the Principal, and
- (e) immediately notify the Principal if any other person Claims or attempts to enforce a Security Interest:
  - (i) in the Principal's Personal Property, or
  - (ii) in the Contractor's Personal Property to the extent that that purported enforcement affects or has the potential to affect the Contractor's ability to carry out the Works in accordance with the terms of the Contract.'

**14A COMMUNITY LIAISON**

Insert a new Clause 14A as follows:

**'14A COMMUNITY LIAISON****'14A.1 Complaints**

The Contractor shall:

- (a) maintain a record of any complaints received from the Principal, landowners or the public. This will also include documentary evidence that complaints have been addressed and attended to, to the satisfaction of the Superintendent;
- (b) discuss all complaints with the Superintendent promptly after being made aware of it and follow any directions of the Superintendent in relation to the complaint;
- (c) maintain a complaint register and provide a summary sheet of the complaint register to the Superintendent upon request and at each Site meeting;
- (d) notify the Superintendent in writing if any complaint is unresolved 7 Working Days after the Contractor was made aware of the complaint.

**14A.2 Community Notification**

The Contractor shall:

- (a) ensure that all residents and businesses affected by the work under the Contract, including those that may be unduly affected by noise, are notified in writing at least forty-eight (48) hours prior to the commencement of such work;
- (b) prepare and submit the proposed written notice to the Superintendent three Business Days prior to the date on which the notice is to be issued and shall obtain the Superintendent's direction under Clause 8.4 as to whether the notice is suitable. If the notice is not suitable, the Contractor shall amend the notice to comply with the Superintendent's requirements;
- (c) if the work does not commence as envisaged in the notice, issue a further notice in accordance with the preceding paragraphs; and
- (d) in the event that the Contractor identifies any actual or potential dispute between the Contractor's obligations under the Contract and the wishes of any property owner, immediately notify the Superintendent.'

**15 PROTECTION OF PEOPLE AND PROPERTY**

Insert the following paragraph at the end of Clause 15:



'Without limiting any other obligation of the Contractor, the Contractor must:

- (i) immediately notify the Superintendent and the relevant authority of any damage caused to underground services arising out of or in connection with the performance of the work under the Contract;
- (ii) arrange for the relevant authority to effect the necessary repairs; and
- (iii) comply with any direction of the Superintendent in relation to the damage.

Where urgent action is necessary to protect work under the Contract, other property or people, the Principal may (but shall not be obliged to) undertake the necessary repairs and if it does, the cost incurred in doing so shall be a debt due and owing from the Contractor to the Principal.'

**16 CARE OF THE WORK AND REINSTATEMENT OF DAMAGE**

Not amended

**17 DAMAGE TO PERSONS AND PROPERTY OTHER THAN THE WORKS**

Not amended

**18 INSURANCE OF THE WORKS**

Not amended

**19 PUBLIC LIABILITY INSURANCE**

Not amended

**20 INSURANCE OF EMPLOYEES**

Not amended

**21 PROFESSIONAL INDEMNITY INSURANCE**

Not amended

**22 INSPECTION AND PROVISIONS OF INSURANCE POLICIES**

Not amended

**23 SUPERINTENDENT**

Not amended

**24 SUPERINTENDENT'S REPRESENTATIVE**

Not amended

**25 CONTRACTOR'S REPRESENTATIVE**

Insert the following at the end of Clause 25:

'The Contractor must provide a telephone number at which the Contractor's Representative may be contacted by the Principal or Superintendent 24 hours per day, 7 days per week from the Date of Acceptance of Tender until the Final Certificate is issued.'

## **25A SITE MEETINGS**

Insert new Clause 25A as follows:

### **'25A Meetings**

The Contractor shall attend, and ensure that any of its relevant workers and subcontractors attend any meetings required by the Superintendent or Principal.

The Contractor shall promptly notify the Superintendent of any issues which emerge during the carrying out of work under the Contract and the Superintendent may direct that a meeting be held to discuss the issue.

Unless otherwise specified in the Contract or directed by the Superintendent, meetings shall be held fortnightly at the Site.

The Superintendent may issue agendas for the meetings and may record minutes of the meetings. If minutes of a meeting are kept by the Superintendent, the Superintendent will issue these to the Contractor after the meeting. If the Contractor does not agree with the accuracy of the minutes, it must notify the Superintendent of the inaccuracy in accordance with Clause 47.'

## **26 CONTROL OF CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS**

Insert a new heading at the beginning of Clause 26 as follows:

### **'26.1 Removal from Site'**

Insert a new Clause 26.2 as follows:

### **'26.2 Key Personnel**

Notwithstanding the provisions of Clause 26.1, the Contractor shall:

- (a) ensure that each of the key personnel listed in Annexure Part E are engaged in the provision of the work under the Contract in the capacity set out in the that Annexure;
- (b) only replace key personnel with people of similar qualifications, ability and experience to those people listed in the attachment;
- (c) before replacing any of the key personnel listed in Annexure Part G, first obtain the written approval of the Superintendent (which shall not be unreasonably withheld). When seeking the approval of the Superintendent, the Contractor must provide the Superintendent with details of the qualifications and experience of the proposed replacement; and

- (d) always have employed during the performance of the work under the Contract, persons in the positions of the key personnel who are approved by the Superintendent and who have at least the equivalent skill and experience of those persons listed in the attachment.'

## **27 SITE**

### **27.1 Access to and Possession of Site**

Delete the third paragraph of Clause 27.1 and replace it with:

'Notwithstanding the provisions of this Clause 27.1, the Principal may refuse to give the Contractor access to or possession of the Site or any part of the Site until the date 14 days after the Contractor has provided the information and documents listed in Annexure Part A. The Contractor will not be entitled to an extension of time for Practical Completion for any delay caused by such a refusal and the Principal shall not be liable upon any other Claim by the Contractor in connection with such a refusal.'

### **27.2 Access for the Principal and Others**

Not amended

### **27.3 Delivery of Materials to and Work on Site Before Possession**

Not amended

### **27.4 Use of Site by Contractor**

Not amended

### **27.5 Finding of Minerals, Fossils and Relics**

Not amended

### **27.6 Other Property**

Insert new Clause 27.6 as follows:

#### **'27.6 Other Property**

The Contractor must:

- (a) notify the Superintendent of any other land which it requires to carry out the work under the Contract in addition to any land made available by the Principal;
- (b) make all necessary arrangements for the use of such other land including obtaining all required permits, consents, licences, leases or other permission and paying all related costs, fees, and charges;
- (c) provide evidence of its compliance with Clause 27.6(b) to the Superintendent on request;

- (d) obtain the Principal's permission in writing to enter any Private Property before entering the Private Property for the purpose of carrying out work under the Contract or fulfilling any other obligation of the Contractor under the Contract;
- (e) comply with all Legislative Requirements, including the *Local Government Act 2009* (Qld) in relation to entering Private Property;
- (f) ensure that all Private Property and other land used by the Contractor under Clause 27.6(a) (including land made available by the Principal) is left in a condition equivalent to or better than that in which the property was found; and
- (g) notify the Superintendent immediately if there is any dispute or potential dispute with the owner of any Private Property or other land, and comply with all directions of the Superintendent in relation to the matter.'

## 27.7 Site Facilities

Insert new Clause 27.7 as follows:

### '27.7 Site Facilities and Services

Unless the Contract elsewhere provides otherwise the Contractor must at its expense:

- (a) provide adequate accommodation and facilities for its workers and subcontractors (including ablution facilities and rubbish bins) and ensure that these are regularly serviced;
- (b) arrange its own water, power, telephone and other services necessary for the proper completion of work under the Contract;
- (c) provide reasonable access to the Site and facilities to other contractors;
- (d) provide such facilities for the Principal and Superintendent as required elsewhere in the Contract (if any); and
- (e) pay all associated costs, fees and charges.'

## 28 SETTING OUT THE WORKS

Not amended

## 29 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

Not amended

## **30 MATERIALS AND WORK**

### **30.1 Quality of Materials and Work**

Insert the following paragraph at the end of Clause 30.1:

'Without limiting any other obligation of the Contractor, the Contractor must comply with, and ensure that its workers and subcontractors comply with all of the following to the extent that they are applicable to the Contract:

- (a) codes of practice;
- (b) industry guidelines;
- (c) policies and procedures, including policies and procedures of the Principal;
- (d) Australian Standards; and
- (e) manufacturer's specifications;

and where there is any inconsistency between any of these requirements, the higher standard or more onerous obligation will apply unless the Superintendent directs otherwise.

Except to the extent otherwise provided in the Contract, where the Contract includes or incorporates by reference any standard, plan, requirement, code, guideline, policy, standard drawing or standard specification then the Contractor must comply with the version of that standard, plan, requirement, code, guideline, policy, standard drawing or standard specification which is current as at the Date of Acceptance of Tender, and the Contract Sum shall be deemed to have allowed for compliance with that version.'

### **30.2 Quality Assurance**

Delete the second paragraph of Clause 30.2 and replace with the following:

'If Annexure Part A provides that the Contractor is required to prepare a Quality Plan then the Contractor must, prior to commencing work under the Contract:

- (a) prepare a Quality Plan;
- (b) obtain the Superintendent's direction as to whether or not the Quality Plan is suitable in accordance with Clause 8.4;
- (c) comply with, and ensure that its workers and subcontractors comply with, a Quality Plan which the Superintendent has directed is suitable pursuant to Clause 8.4;
- (d) ensure that the Superintendent has access to the Quality Plan and all related documents to enable monitoring and quality auditing; and
- (e) provide a copy of any document produced or obtained by the Contractor in compliance with the Quality Plan to the Superintendent on request.

The Quality Plan must provide a comprehensive system to ensure work under the Contract consistently conforms to the requirements of the Contract and be consistent with any other requirements of a quality system stated in the Contract.

In particular, the Quality Plan must address:

- i) management of the quality system;
- ii) work methods / execution procedures;
- iii) inspection and test plans;
- iv) hold points, witness points;
- v) documentation to be used;
- vi) material approval,

and shall include inspections and hold points at the stages in the Works detailed elsewhere in the Contract:-

A copy of the completed Quality Plan, and all documents produced or obtained by the Contractor in compliance with the Quality Plan shall be submitted to the Superintendent, for review, one month prior to the anticipated Date of Practical Completion.

The Quality Plan and other documents shall be returned by the Superintendent with comments prior to the Date of Practical Completion.

Within two weeks after the Date of Practical Completion completed Quality Plan and other documents are to be submitted to the Superintendent, addressing any comments during the review, for review and final approval.

The Quality Plan and other quality system shall only be used as an aid to achieving compliance with the Contract and to document such compliance. Such Quality Plan and system shall not relieve the Contractor of the responsibility to comply with the Contract or discharge other obligations under the Contract.'

### **30.3 Defective Materials or Work**

Insert the following at the beginning of Clause 30.3:

'If the Contractor discovers material or work provided by the Contractor which is not in accordance with the Contract, the Contractor must promptly advise the Superintendent, who may then give directions in accordance with this Clause 30.3.

### **30.4 Variations due to Defective Materials or Work**

Not amended

### **30.5 Acceptance of Defective Material or Work**

Not amended

**30.6 Generally**

Not amended

**31 EXAMINATION AND TESTING**

Not amended

**32 WORKING HOURS**

Delete 'Contract' and replace with the 'Annexure Part A' in the first sentence of Clause 32.

**33 PROGRESS AND PROGRAMMING OF THE WORKS****33.1 Rate of Progress**

Not amended

**33.2 Contractor's Program**

Insert the following at the end of Clause 33.2:

'Any program prepared or provided by the Contractor shall not be used as a Contractor's Program for the purposes of this Clause 33.2 unless it has been approved by the Superintendent. Approval shall not be unreasonably withheld.

The power of the Superintendent to require the Contractor to provide a Contractor's Program includes a power to direct:

- (A) the Contractor to provide an updated Contractor's Program where there has been a change in the Date for Practical Completion or where there have occurred any circumstances which have affected the progress of the work under the Contract; and
- (B) what form the Contractor's Program shall take, what information shall be contained in it and the level of detail required of that information.

Nothing said or done by the Superintendent in relation to a Contractor's Program or draft Contractor's Program or a program provided pursuant to Clause 33.3 shall be construed as a direction to change or deviate from the Contractor's Program unless the Superintendent expressly directs otherwise in writing. This does not affect the power of the Superintendent to give a direction pursuant to Clause 33.1.'

**33.3 Look Ahead Program**

Insert new Clause 33.3 as follows:

**'33.3 Look Ahead Program**

In addition to the Contractor's obligations under Clause 33.2, the Contractor must also provide a one week behind, five week look ahead program of the progress and programming of the work under the Contract on a monthly basis. Such a program is not a Contractor's Program.'

**34 SUSPENSION OF THE WORKS**

Not amended

**35 TIMES FOR COMMENCEMENT AND PRACTICAL COMPLETION**

Not amended

**36 DELAY OR DISRUPTION COSTS**

Not amended

**37 DEFECTS LIABILITY**

Not amended

**38 CLEANING UP**

Not amended

**39 URGENT PROTECTION**

Not amended

**40 VARIATIONS**

Not amended

**41 DAYWORK**

Delete 'In determining the value of Daywork, regard shall be had to-' at the beginning of the first paragraph and replace with:

'If rates or prices for labour, plant and/or equipment are provided elsewhere in the Contract, then Daywork shall be valued in accordance with those rates. If no such rates or prices are provided in the Contract, or there is no applicable rate, then in determining the value of Daywork, regard shall be had to-'

**42 CERTIFICATES AND PAYMENTS****42.1 Payment Claims, Certificates, Calculations and Time for Payment**

In the second paragraph of Clause 42.1 delete 'Within 14 days after receipt of a claim for payment, the Superintendent shall' and insert:

'Within the later of:

- (a) 10 Business Days after receipt of a claim for payment; and
- (b) the time allowed under the Security of Payments Legislation for issuing a payment schedule under the Security of Payments Legislation in response to the claim for payment (or the time which would have been allowed under the Security of Payments Legislation, if the claim was a valid payment claim under the Security of Payments Legislation),



the Superintendent shall'

Delete the sixth paragraph (including subparagraphs (i) and (ii)) and the seventh paragraph of Clause 42.1,

Delete the last sentence of the first paragraph of Clause 42.1 and replace with:

'Claims for payment shall include the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any breach thereof and GST. For clarity, the supply (whether work done or otherwise) in respect of which the claim is made (other than a claim for the release of retention) shall be treated as a separable taxable supply for the purposes of the calculation of GST.'

Delete the first sentence of the second last paragraph of Clause 42.1 and replace with:

'The balance remaining after the Principal has deducted from the amount shown in the payment certificate (or where no payment certificate is issued, from the amount of the Contractor's claim) any amounts which it is entitled to withhold or deduct under the Contract (including pursuant to Clause 42B) shall be a debt due to the Principal or to the Contractor as the case may be.

That balance shall, subject to the provisions of the Contract, be paid within:

- (a) if the Contract is a Building Contract, 15 Business Days; or
- (b) if the Contract is not a Building Contract, 28 days,

after receipt by the Principal or the Superintendent of a claim for payment (whether under this clause 42.1 or clause 42.8).'

Insert the following at the end of Clause 42.1:

The Contractor shall not be entitled to payment of any amount included in a payment certificate unless and until the Contractor provides:

- (A) the security in accordance with Clause 5;
- (B) the programs required under Clauses 33.2 and 33.3;
- (C) a tax invoice in accordance with Clause 42A;
- (D) the statutory declaration and other evidence required by Clause 43A;
- (E) if the Contract (either in Annexure Part A or elsewhere) requires the Contractor to provide a Workplace Health and Safety Plan, Environmental Management Plan, Traffic Management Plan, Cultural Heritage Plan, and/or a Quality Plan the Contractor has provided such plans in accordance with the relevant requirements of the Contract.'

## **42.2 Unfixed Plant and Materials**

Not amended

**42.3 Certificate of Practical Completion**

Not amended

**42.4 Effect of Certificates**

Not amended

**42.5 Final Payment Claim**

Delete the first paragraph of Clause 42.5 and replace it with:

'Within 28 days of the last to occur of:

- (a) the expiration of the Defects Liability Period, or where there is more than one, the last to expire; and
- (b) the completion of all work of rectification in accordance with Clause 37,

the Contractor shall lodge with the Superintendent a final payment claim and endorse it as 'Final Payment Claim'.

**42.6 Final Certificate**

Delete 'Within 14 days after receipt of the Contractor's Final Payment Claim or, where' and insert:

'Within the later of:

- (a) 10 Business Days after receipt of the Contractor's Final Payment Claim; and
- (b) the time allowed under the Security of Payments Legislation for issuing a payment schedule under the Security of Payments Legislation in response to the Final Payment Claim (or which would have been allowed under the Security of Payments Legislation if the Final Payment Claim was a valid payment claim under the Security of Payments Legislation),

or where.'

Delete the last paragraph of Clause 42.6 and replace it with:

'The Principal shall release to the Contractor the balance of any retention moneys or security then held by the Principal:

- (a) if the Final Certificate certifies a nil balance or a balance owing by the Principal to the Contractor, within 15 Business Days after the issue of the Final Certificate; or
- (b) if the Final Certificate certifies a balance owing by the Contractor to the Principal, within 15 Business Days of the payment by the Contractor to the Principal of all amounts owing by the Contractor to the Principal pursuant to the Contract.'

**42.7 Interest on Overdue Payments**

Not amended

**42.8 Set Offs by the Principal**

Delete Clause 42.10

**42.9 Recourse for Unpaid Moneys**

Not amended

**42A GOODS AND SERVICES TAX**

Insert new Clause 42A as follows:

**'42A GOODS AND SERVICES TAX**

Terms used in this Clause 42A which are defined in the GST Law have the meanings given in that law.

Unless expressly included, the consideration expressed to be payable under any clause of, or schedule or annexure to, this Contract for any supply made under or in connection with this Contract does not include GST.

To the extent that any supply made under or in connection with this Contract is a taxable supply by one party to this Contract to another such party, the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply.

Within 21 days of receipt by the Superintendent of a claim for payment or within 7 days of the issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier, and within 7 days of the issue of a Final Certificate, the Contractor shall issue to the Principal a tax invoice complying with the GST Law. Unless the Superintendent directs otherwise no later than 2 days before the invoice is to be issued, the tax invoice shall be for the amount shown in the Superintendent's certificate or if no payment certificate has been issued, the amount of the Contractor's claim.'

**42B NET OFFS BY THE PRINCIPAL**

Insert new Clause 42B as follows:

**'42B NET OFFS BY THE PRINCIPAL**

Notwithstanding anything else in this Contract, to the extent permitted by law, the Principal may deduct from moneys which would, but for this Clause 42B be due to the Contractor in connection with the Contract:

- (a) any amount due to the Principal by the Contractor, whether under the Contract or otherwise;
- (b) any amount which the Principal bona fide claims is or will become due to the Principal by the Contractor whether under the Contract or otherwise; and

- (c) where an amount under Clause 42B(a) or (b) cannot be ascertained at the time at which the amount is to be deducted, the Principal's bona fide estimate of such an amount.

and if those moneys are insufficient, the Principal may, subject to Clause 5.5, have recourse to retention moneys, and, if no retention moneys are held or if the amount held is insufficient, then to security under the Contract.

For clarity, the Principal may deduct an amount pursuant to the preceding paragraph at any time up to 7 days after the issue of the Final Certificate and the failure by the Principal to do so prior to this time shall not negate the effect of the preceding paragraph.'

### **43 PAYMENT OF WORKERS AND SUBCONTRACTORS**

Delete Clause 43

### **43A PAYMENT OF WORKERS AND SUBCONTRACTORS**

Insert a new Clause 43A as follows:

#### **'43A PAYMENT OF WORKERS AND SUBCONTRACTORS**

##### **43A.1 Evidence of Payment**

With each claim for payment under Clause 42.1, the Contractor shall give to the Superintendent a statutory declaration by the Contractor, or where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, in the form contained in Annexure Part I.

The Superintendent may, not less than 5 days before each payment certificate is due, in writing direct the Contractor to provide documentary evidence to the Superintendent in support of the statutory declaration (which may include statutory declarations from workers or subcontractors).

##### **43A.2 Withholding of Payment**

If the Contractor fails to comply with this Clause 43A.1, then notwithstanding Clause 42.1, the Principal may withhold payment of moneys which would, but for this Clause 43A, be due to the Contractor until the statutory declaration or documentary evidence (as the case may be) is received by the Superintendent. If the Contractor provides to the Superintendent satisfactory proof of the maximum amount due and payable to workers and subcontractors by the Contractor, the Principal shall not be entitled to withhold any amount in excess of the maximum amount.

##### **43A.3 Direct Payment**

Where:

- (a) the Principal is permitted or required to pay an amount directly to a worker or subcontractor of the Contractor under any Legislative Requirement;

- (b) the statutory declaration or other evidence provided under Clause 43A.1 evidences that an amount is due, but not yet paid, to a subcontractor or a worker in respect of work under the Contract;
- (c) a worker or subcontractor obtains a court order for an amount of moneys due and payable to that worker or subcontractor in respect of work under the Contract and produces to the Principal the court order and a statutory declaration that it remains unpaid; or
- (d) the Contractor directs the Principal in writing to pay an amount directly to a worker or subcontractor to do so,

the Principal may make payment of that amount directly to the worker or subcontractor in which case such payment shall be deemed to be part-satisfaction of the Principal's obligation to pay pursuant to Clause 42.1.

Unless the Contractor satisfies the Principal that such information should not be provided, the Principal may advise a subcontractor of the percentage of payments made by the Principal to the Contractor under the Contract and the timing of the next anticipated payment to be made.

After becoming aware of the occurrence of a relation-back day (as defined in the Corporations Law) in respect of the Contractor, the Principal shall not make any payment (other than a payment pursuant to a Legislative Requirement) to a worker or subcontractor without the concurrence of the official receiver or trustee in bankruptcy of the estate of the bankrupt or the liquidator as the case may be.'

## **44 DEFAULT OR INSOLVENCY**

### **44.1 Preservation of Other Rights**

Not amended

### **44.2 Default by the Contractor**

Delete 'and' from the end of Clause 44.2(g).

Delete Clause 44.2(h) and replace it with:

- '(h) in respect of Clause 43A, failing to provide a statutory declaration or documentary evidence or providing a statutory declaration or documentary evidence which is false, misleading or deceptive in any material respect;
- (i) failing to comply with an obligation of the Contractor under Clause 49.3; and/or
- (j) any other act or omission of the Contractor which the Contract provides elsewhere is a substantial breach.'

### **44.3 Requirements of a Notice by the Principal to Show Cause**

Not amended

**44.4 Rights of the Principal**

Not amended

**44.5 Procedure when the Principal Takes Over Work**

Not amended

**44.6 Adjustment on Completion of the Work Taken Out of the Hands of the Contractor**

Not amended

**44.7 Default of the Principal**

Not amended

**44.8 Requirements of a Notice by the Contractor to Show Cause**

Not amended

**44.9 Rights of the Contractor**

Not amended

**44.10 Rights of the Parties on Termination**

Not amended

**44.11 Insolvency**

Not amended

**45 TERMINATION BY FRUSTRATION**

Not amended

**46 NOTIFICATION OF CLAIMS**

Not amended

**47 DISPUTE RESOLUTION****47.1 Notice of Dispute**

Not amended

**47.2 Further Steps Required Before Proceeding**

Delete 'or to agree on methods of resolving the dispute by other means' from the first paragraph of Alternative 1 and the third paragraph of Alternative 2.

**47.3 Arbitration**

Not amended

#### **47.4 Summary Relief**

Not amended

#### **48 WAIVER OF CONDITIONS**

Not amended

#### **49 WORK HEALTH AND SAFETY**

Insert new Clause 49 as follows:

##### **'49 WORK HEALTH AND SAFETY**

##### **49.1 Terms used in this Clause**

For the purposes of Clause 49 'workplace', 'inspector', 'notifiable incident', 'principal contractor' and 'regulator' have the same meanings as in the Work Health and Safety Legislation.

##### **49.2 Appointment as Principal Contractor**

If Annexure Part A states that the Contractor is appointed as principal contractor under the Work Health and Safety Legislation then from the Date of Acceptance of Tender until 5pm on the Date of Practical Completion, and at all other times at which the Contractor carries out any work under the Contract at the Site:

- (a) the Principal appoints the Contractor to be the principal contractor under the *Work Health and Safety Regulation 2011* (Qld) in relation to work under the Contract and authorises the Contractor to:
  - i) have management and control of the Site and any other workplace at which work under the Contract is carried out; and
  - ii) discharge the duties of the principal contractor under the *Work Health and Safety Regulation 2011* (Qld); and
- (b) the Contractor accepts the appointment as principal contractor from the Principal and agrees to do all things necessary to give effect to that appointment prior to the commencement of work under the Contract.

If Annexure Part A states that the Contractor is not appointed as principal contractor, the Contractor must comply with all reasonable requirements of the Principal in its capacity as principal contractor, or the reasonable requirements of any other party appointed by the Principal as principal contractor.

##### **49.3 General Obligations**

Without limiting any other obligation of the Contractor relating to health and safety, the Contractor must:

- (a) comply with and discharge (and ensure that the Contractor's workers and subcontractors, to the extent applicable to them, comply with and discharge) all obligations imposed on the Contractor under:

- i) the Contract;
  - ii) the Work Health and Safety Legislation (including its obligations as principal contractor if so appointed) and any other Statutory Requirement relating to health and safety which is applicable to the work under the Contract;
  - iii) any other standards, plans, requirements, codes, guidelines or policies relating to the health and safety which are applicable to the work under the Contract including:
    - (A) any industry standards relating to the carrying out of the work under the Contract;
    - (B) the Principal's safety management plan and policies;
    - (C) any Workplace Health and Safety Plan prepared by the Contractor and which the Superintendent has notified is suitable under Clause 8.4; and
  - iv) any direction of the Superintendent relating to health and safety;
- (b) consult with the Principal and the designers of the whole or any part of the Works about how to ensure that risks to health and safety arising from the design during the work under the Contract are eliminated or, if it is not reasonably practicable to eliminate the risks, to minimise the risks, so far as is reasonably practicable;
- (c) in performing its obligations under the Contract, take into account and use its best endeavours to act consistently with any information given to the Contractor by the Principal or any other person, about hazards and risks at or in the vicinity of the Site or any other workplace where work under the Contract is being carried out;
- (d) if a notifiable incident occurs at the Site or any other workplace where work under the Contract is being carried out:
- i) immediately notify the regulator and the Superintendent of the notifiable incident; and
  - ii) take all reasonably practicable steps to secure the Site or part of the Site where the notifiable incident occurred until an inspector arrives at the Site or any earlier time that an inspector directs;
- (e) promptly document and notify the Superintendent if:
- i) the Contractor becomes aware of any breach of any obligation under this Clause 49 or any other obligation of the Contractor relating to safety; or
  - ii) any work under the Contract is otherwise performed in such a way as to endanger the health and safety of any person, (including members of the public or the workers or



subcontractors of the Contractor or Principal) or endanger any plant, equipment or materials;

- (f) where there is any inconsistency between any of the standards or obligations of the Contractor or its workers or subcontractors under this Clause 49:
  - i) the Contractor must notify the Superintendent of this inconsistency; and
  - ii) the higher standard or more onerous obligation will apply unless the Superintendent directs otherwise.'

#### **49.4 Workplace Health and Safety Plan**

This Clause 49.4 only applies if Annexure Part A provides that the Contractor is required to prepare a Workplace Health and Safety Plan.

The Contractor must:

- (a) prepare a Workplace Health and Safety Plan for the work under the Contract; and
- (b) obtain the Superintendent's direction as to whether or not the Workplace Health and Safety Plan is suitable in accordance with Clause 8.4; and
- (c) provide a copy of any document produced or obtained by the Contractor in compliance with the Workplace Health and Safety Plan to the Superintendent on request.

The Workplace Health and Safety Plan must detail how the Contractor will comply with its obligations under the Contract in relation to workplace health and safety and in particular must:

- (i) be specific to the work under the Contract;
- (ii) be consistent with and demonstrate how the Contractor will comply with its obligations under the Contract (including relevant Legislative Requirements);
- (iii) document the systems and methods to be implemented for the work under the Contract, including traffic and pedestrian control;
- (iv) include requirements for Site visits and notification by the Principal, its agents and regulatory authorities; and
- (v) comply with any requirements of a safety plan stated elsewhere in the Contract.'

## **50 ENVIRONMENTAL MANAGEMENT**

Insert new Clause 50 as follows:

## **'50 ENVIRONMENTAL MANAGEMENT**

### **50.1 General Obligations**

Without limiting any other obligation of the Contractor relating to the protection of the environment, the Contractor must:

- (a) in carrying out work under the Contract or undertaking any other activity in relation to work under the Contract, act diligently to prevent any environmental harm to the Site, the area surrounding the Site and any other land used by the Contractor in connection with work under the Contract;
- (b) comply with and discharge (and ensure that its workers and subcontractors, to the extent applicable to them, comply with and discharge) all obligations imposed on the Contractor under:
  - i) the Contract;
  - ii) any Legislative Requirements relating to the protection of the environment including all conditions attaching to any consent, licence, certification or approval forming part of a Legislative Requirement;
  - iii) any other standards, plans, requirements, codes, guidelines or policies relating to the protection of the environment which are applicable to work under the Contract including:
    - (A) any Environmental Management Plan prepared by the Contractor and which the Superintendent has notified the Contractor is suitable under Clause 8.4; and
    - (B) the Principal's environmental management policies and plans;
  - iv) any direction of the Superintendent relating to the protection of the environment;
- (c) obtain, keep current and comply with the requirements of any environmental licences, permits or authorities required under Legislative Requirements in relation to work under the Contract;
- (d) rectify and make good at its own cost any loss or damage caused as a result of the Contractor's failure to comply with its obligations under this Clause 50; and
- (e) where there is any inconsistency between any of the standards or obligations of the Contractor or its workers or subcontractors under this Clause 50:
  - i) the Contractor must notify the Superintendent of this inconsistency; and

- ii) the higher standard or more onerous obligation will apply unless the Superintendent directs otherwise.

## **50.2 Environmental Management Plan**

This Clause 50.2 only applies if Annexure Part A states that the Contractor is required to provide an Environmental Management Plan.

The Contractor must:

- (a) prepare an Environmental Management Plan;
- (b) obtain the Superintendent's direction as to whether or not the Environmental Management Plan is suitable in accordance with Clause 8.4; and
- (c) provide a copy of any document produced or obtained by the Contractor in compliance with the Project Environment Plan to the Superintendent on request.

The Environmental Management Plan must detail how the Contractor will comply with its obligations under the Contract in relation to the protection of the environment. In particular, the Environmental Management Plan must:

- i) be specific to the work under the Contract;
- ii) include an overview of the project;
- iii) identify environmental issues relevant to the project;
- iv) list each major construction activity and the equipment and materials associated with that activity;
- v) describe any potential environmental hazard and consequence associated with each activity;
- vi) describe what actions are proposed to eliminate or minimise the consequence of hazards;
- vii) be consistent with the Contract and comply with any requirements of an Environmental Management Plan stated elsewhere in the Contract.'

## **51 CULTURAL HERITAGE**

Insert new Clause 51 as follows:

### **'51 CULTURAL HERITAGE**

#### **51.1 General Obligations**

Without limiting any other Clause in this Contract, the Contractor must, and must ensure that its officers, employees, agents, subcontractors and consultants:

- (a) in carrying out the work under the Contract:
  - i) comply with the Contractor's duty of care under section 23 of the *Aboriginal Cultural Heritage Act 2003* (Qld) and of the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) requiring the Contractor to take all reasonable and practicable measures not to harm or damage Aboriginal cultural heritage or Torres Strait Islander cultural heritage;
  - ii) act diligently to protect the Cultural Heritage of the Site, the area surrounding the Site and any other land used by the Contractor in connection with the work under the Contract;
- (b) notify the Superintendent immediately of any communication with the Contractor by an Aboriginal Party or Torres Strait Islander Party (or a person claiming to be an Aboriginal Party or Torres Strait Islander Party) which may affect the work under the Contract;
- (c) comply with and discharge all obligations imposed on the Contractor under:
  - i) the Contract;
  - ii) Legislative Requirements relating to the protection of Cultural Heritage which are applicable to work under the Contract;
  - iii) directions of the Superintendent or the Principal in relation to the protection of Cultural Heritage; and
  - iv) other standards, plans, requirements, codes, guidelines, policies, consents and permissions relating to the protection of the Cultural Heritage which are applicable to work under the Contract, including:
    - (A) any Cultural Heritage Plan prepared by the Contractor and which the Superintendent has notified the Contractor is suitable under Clause 8.4;
    - (B) the Principal's Cultural Heritage management policies and plans;
    - (C) any consent, permission or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and
    - (D) the Cultural Heritage Management Plan (if any) approved pursuant to the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) and applicable to the work under the Contract.

- (d) in the event of any inconsistency, ambiguity, discrepancy or conflict between any of the standards or obligations under Clause 51.1, promptly notify the Superintendent of the inconsistency, ambiguity, discrepancy or conflict, and, unless otherwise directed by the Superintendent, adopt the higher or more onerous obligation or standard.

## 51.2 Cultural Heritage Plan

This Clause 51.2 only applies if Annexure Part A provides that the Contractor is required to prepare a Cultural Heritage Plan.

The Contractor must:

- (a) prepare a Cultural Heritage Plan for the work under the Contract;
- (b) obtain the Superintendent's direction as to whether or not the Cultural Heritage Plan is suitable in accordance with Clause 8.4, prior to commencing the work; and
- (c) provide a copy of any document produced or obtained by the Contractor in compliance with the Cultural Heritage Plan to the Superintendent on request.

The Cultural Heritage Plan must:

- (i) be consistent with the Contract
- (ii) comply with any requirements of a Cultural Heritage Plan stated elsewhere in the Contract; and
- (iii) include:
- (A) the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the Site;
- (B) the steps that the Contractor intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including the details of any communication with the Aboriginal Party or Torres Strait Islander Party about the work under the Contract and details of any proposed Site inspections or monitoring of the work under the Contract;
- (C) the identification of any responsibilities, procedures and processes for dealing with Cultural Heritage;

## 52 TRAFFIC MANAGEMENT

Insert new Clause 52 as follows:

### '52 TRAFFIC MANAGEMENT

## 52.1 General

The Contractor must:

- (a) ensure that traffic is safely and efficiently controlled from the Date of Acceptance of Tender until Practical Completion is reached and when the Contractor is carrying out any work under the Contract during the Defects Liability Period in compliance with Standard Specification Roads MRS02 – Provision for Traffic and 'Manual of Uniform Traffic Control Devices (MUTCD)' published by the Department of Transport and Main Roads and available from that Department (as amended or replaced from time to time);
- (b) comply with and discharge (and ensure that its officers, employees, agents, subcontractors and consultants to the extent applicable to them, comply with and discharge) all obligations imposed on the Contractor or the Principal under:
  - i) the Contract;
  - ii) Legislative Requirements relating to management of traffic;
  - iii) any other standards, plans, requirements, codes, guidelines or policies relating to the management of traffic which are applicable to work under the Contract including:
    - (A) any Traffic Management Plan prepared by the Contractor and which the Superintendent has notified the Contractor is suitable under Clause 8.4; and
    - (B) the Principal's traffic management policies and plans;
  - iv) any direction of the Superintendent relating to the management of traffic; and
- (c) in the event of any inconsistency, ambiguity, discrepancy or conflict between any of the standards or obligations under Clause 52, promptly notify the Superintendent of the inconsistency, ambiguity, discrepancy or conflict, and unless otherwise directed by the Superintendent, adopt the higher or more onerous obligation or standard.

## 52.2 Traffic Management Plan

This Clause 52.2 only applies if Annexure Part A states that the Contractor is required to prepare a Traffic Management Plan.

The Contractor must:

- (a) prepare a Traffic Management Plan;
- (b) obtain the Superintendent's direction as to whether or not the Traffic Management Plan is suitable in accordance with Clause 8.4;

- (c) if directed by the Superintendent, obtain the approval of the Department of Transport and Main Roads of the Traffic Management Plan and comply with all directions of the Department of Transport and Main Roads to enable it to do so; and
- (d) provide a copy of any document produced or obtained by the Contractor in compliance with the Traffic Management Plan to the Superintendent on request.

The Traffic Management Plan must:

- (i) be consistent with the Contract;
- (ii) detail how the Contractor will comply with its obligations under the Contract in relation to traffic management; and
- (iii) comply with any requirements of a Traffic Management Plan stated elsewhere in the Contract.

**ANNEXURE to the Australia Standard  
General Conditions of Contract for Design and Construct**

**PART C**

**APPROVED FORM OF UNCONDITIONAL UNDERTAKING  
(Clause 5.3)**

At the request of ..... ('the Contractor') and in consideration of ..... ('the Principal') accepting this undertaking in respect of the contract for ..... ('the Financial institution") unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of \$.....

(.....)

The undertaking is to continue until notification has been received from the Principal that the sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the whole of the sum or such part as the Principal may require.

Should the Financial Institution be notified in writing, purporting to be signed by ..... for and on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the sum of \$..... (.....) less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at ..... this ..... day of ..... 2020



**ANNEXURE to the Australia Standard**  
**General Conditions of Contract for Design and Construct**

AS 4300-1995

# **PART D**

***NOT INCLUDED***

**ANNEXURE to the Australia Standard**  
**General Conditions of Contract for Design and Construct**

AS 4300-1995

# **PART E**

***NOT INCLUDED***

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# ANNEXURE PART F – PRINCIPAL'S PROJECT REQUIREMENTS

## **PRINCIPAL'S PROJECT REQUIREMENTS**

### **GENERAL**

#### **Purpose of the Works**

The purpose of the works is to reline severely gas attacked manholes in Winton to increase the remaining useful life.

#### **Timing**

Award of Contract March 2020.

The date for Practical Completion is 26th June 2020.

#### **Design Requirements**

##### **Design Life, Reliability & Maintenance**

Overall, the design life of the Works shall be a minimum of 50 years.

All designs shall be certified by an RPEQ.

Due to the remoteness of the region, it is required that all components of the specified works be of the highest available standard and quality, unless otherwise specified. It is required that maintenance and repairs are to be minimised. Operation and maintenance of the Works shall be as simple as possible. Availability of parts within Australia shall be carefully considered when selecting items to be incorporated in the works.

The Contractor shall only offer components, equipment and materials that provide long term sustained performance under harsh gaseous and chemical environments.

##### **Access to Private Property**

The principle will be responsible for negotiating access to private property to complete all work required under the Contract.

The Contractor and his employees shall not trespass on any private land outside the limits of the Site of Works for the purpose of this Contract.

If instructed by the Superintendent, the Contractor shall dismiss from the Contract any employee trespassing or otherwise offending against the provisions of this Clause.

The Contractor shall ensure that all fences are maintained to the satisfaction of the property owner during the performance of the work. Care is to be exercised to ensure that gates are left closed where domestic animals are on a property.

##### **Contractor**

The extent of the manhole relining works is defined in of section Annexure Part K – Manhole Details and Rectification Work Required

The Scope of Works for the Contractor shall include but not be limited to, for the duration of the Contract, the following:

- (a) Design & Construct of manhole relining, including cleaning, surface preparation, repairing holes and cracks, repairing backdrops and pipe penetrations, removing roots and removing old step irons.
- (b) Locate any existing services in the proposed works area which may impede the works negatively.
- (c) Design Certification of all temporary works where appropriate and required by legislation.
- (d) Design, construction and removal of all temporary works to complete the Works. For example formwork, falsework, scaffolding, etc.
- (e) Payment of QLeave levy.
- (f) Construct and maintain access required to complete the Work under the Contract. Construct and maintain temporary security fencing where required, for the duration of the contract. Dismantle and remove from site temporary security fencing upon completion of the works.
- (g) Reinstatement/restoration works as required.
- (h) Reinstatement excavations and site to pre works condition.

### Principal

The Scope of Works for the Principal shall include but not be limited to, for the duration of the Contract, the following:-

- (a) Supply of water to the Contractor for the works
- (b) Provide free dump of sewerage waste at the sewer treatment plant with 5km of the site
- (c) Provide free dump of all other waste at the Council dump within 5km of the site
- (d) Provide Local Government fees and/or application
- (e) Provide approximate locations of manholes (See Annexure Part K – Preliminary Design, Appendix A)

### Supplied Principal, installed or constructed by Contractor

#### By Others

- (a) No works are specified by Others.

### Inspections / Hold Points

The works to be included under this Contract shall be supervised by the Superintendent's representative.

The Contractor shall give the Superintendent's Representative a minimum of forty-eight (48) hours notice when the works are ready for inspection at the following stages, and additionally as defined in the building approval conditions:

Job Description	Inspection / Hold Point
Possession of site	Inspection
Surface preparation prior to relining	Inspection
Inspection of manholes prior to practical completion	Inspection
Practical completion prior to leaving the site	Inspection

Not including any additional site inspections required under the building approval

### **Site Meetings**

The Contractor shall attend Project Management Meetings with the Project Management Committee, comprising the Superintendent, nominated representatives of the Principal and other persons as required during the course of the work under the Contract. The meetings shall be held at the discretion of the Principal with frequency of meetings to be decided at the initial Principal and Contractor pre works meeting.

If required by emerging issues during construction, the Contractor shall advise the Superintendent without delay and a site meeting may be conducted at the discretion of the Superintendent.

### **Programming Procedures and Progress Reporting**

The Contractor shall provide to the Superintendent on a monthly basis a detailed one week behind and one month look ahead program of the work progress and programming.

### **Schedule of Work & Progress Claims**

The Schedule of Work is to be used as the basis for the assessment of progress claims during the Contract. Clause 3.1 (a) of the General Conditions of Contract applies to this Lump Sum Contract. Accordingly, no Schedule of Rates form part of the contract.

### **List of Subcontractors and Suppliers**

Prior to commencing work on site, and if changes occur during the contract, the Contractor shall advise in writing to the Superintendent the following details of each Subcontractor & Supplier:-

- Name;
- Address; and
- Scope of Works.

### **Facilities for Superintendent and Principal**

Not required.

### **Public Enquiries**

### **Twenty-Four (24) Hour Access**

The Contractor must provide a number of telephone facilities to enable 24 hour contact by the Principal or Superintendent or a Contractors representative.

### **Customer Complaints**

A record of any complaints received from the Principal, landowners or the public, shall be maintained by the Contractor. This will also include documentary evidence that complaints have been addressed and attended to, to the satisfaction of the Superintendent.

All complaints must be discussed with the Superintendent without delay.

A summary sheet of the complaint register shall be provided to the Superintendent upon request and at each site meeting.

The Superintendent shall be notified of the circumstances in writing by the Contractor if any complaint is unresolved after 7 working days.

### **Notifications to Residents & Businesses**

The Principal shall ensure that all residents and businesses affected by the works, including those that may be unduly affected by noise, are notified at least forty-eight (48) hours prior to the commencement of work.

The notice shall be submitted to the Superintendent three business days prior to the notice being issued. The form and content of the notification shall be approved by the Superintendent before the Contractor is able to issue the notice to the residents.

# ANNEXURE PART G – KEY PERSONNEL



# ANNEXURE PART H – CONTRACT SUM

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# ANNEXURE PART I – STATUTORY DECLARATION OF CONTRACTOR

**Oaths Act 1867**  
**STATUTORY DECLARATION**

QUEENSLAND  
TO WIT

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between \_\_\_\_\_ (**Principal**) and \_\_\_\_\_ (**Contractor**), for the \_\_\_\_\_ (**Contract**):

1. I hold the position of \_\_\_\_\_. Having made all reasonable inquiries, I am in a position to know the facts contained herein. I am duly authorised by the Contractor to make this declaration on its/his behalf and to bind the Contractor by the terms of this declaration.
2. All subcontractors, suppliers and consultants ('subcontractors') of the Contractor have been paid all that:
  - (a) \_\_\_\_\_ is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract; and
  - (b) \_\_\_\_\_ the subcontractors have claimed is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract,
 except as disclosed in paragraph 3.
3. The Contractor has not paid the following amounts which are due and payable to subcontractors or which subcontractors claim are due and payable to them:

Name of subcontractor	Date of claim	Amount claimed	Amount paid	Reason for not paying amount claimed

4. All the Contractor's employees who at any time have been engaged on work under the Contract by the Contractor have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted (including, without limitation building industry superannuation and long service leave levies), except as disclosed in paragraph 5.
5. The Contractor has not paid the following amounts which are due and payable to workers:

Name of worker	Amount unpaid	Basis of payment (e.g. wages)	Reason for not paying amount claimed

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*.

Taken and declared at \_\_\_\_\_ )  
 this \_\_\_\_\_ day of \_\_\_\_\_ )  
 before me: \_\_\_\_\_ )

- \_\_\_\_\_  
 Solicitor    Justice of the Peace  
 Commissioner for declarations

# ANNEXURE PART J – CONTRACTOR'S PROGRAM

# ANNEXURE PART K – PRELIMINARY DESIGN

**Table 1: Manhole Details and Rectification Work Required**

Manhole ID No.	Depth (m)	Lid Size (m)	Lid Class	Lid Type	SA (1.05m diameter) [m2]	Epoxy holes / cracks in Benching (or similar)	Epoxy Holes / Cracks in Walls (or similar)	Epoxy Pipe Penetration (or similar)	Epoxy below risers & surround or similar	Relining of Walls, Risers and Benching	Severity of Gas Attack*	Lid Replacement	Raise Manhole access	Step Iron Removal	Root Removal	Replace Riser / Benching
1-1	5.48	0.70	B	Steel	18.08				Y	Y	S			Y		Y
1-3	4.8			Steel	15.83		Y			Y	S			N/A		
1-6	3.86				12.73			Y		Y	S			Y		
1-7	3.8	0.70		Steel	12.53	Y	Y			Y	S			Y		
1-12	3	0.65	D	Steel	9.90					Y	S				Y	
1-13	2.43	0.65	B	Steel	8.02				Y	Y	S			Y		Y
1-15	2.25	0.7	B	Steel	7.42	Y	Y			Y	S			Y		
1-17	2.31	0.75		Concrete	7.62					Y	S			N/A		
1-20	1.58	0.6	B	Steel	5.21		Y		Y	Y	S			N/A	Y	Y
1-22	1.38	0.8		Concrete	4.55					Y	S			N/A		Y
8-1	1.9	0.7		Steel	6.27		Y	Y		Y	S			N/A		
23-2	4.1	0.65	B	Steel	13.52			Y		Y	S			N/A		
25-1	3.25	0.70	B	Steel	10.72				Y	Y	S			Y		Y

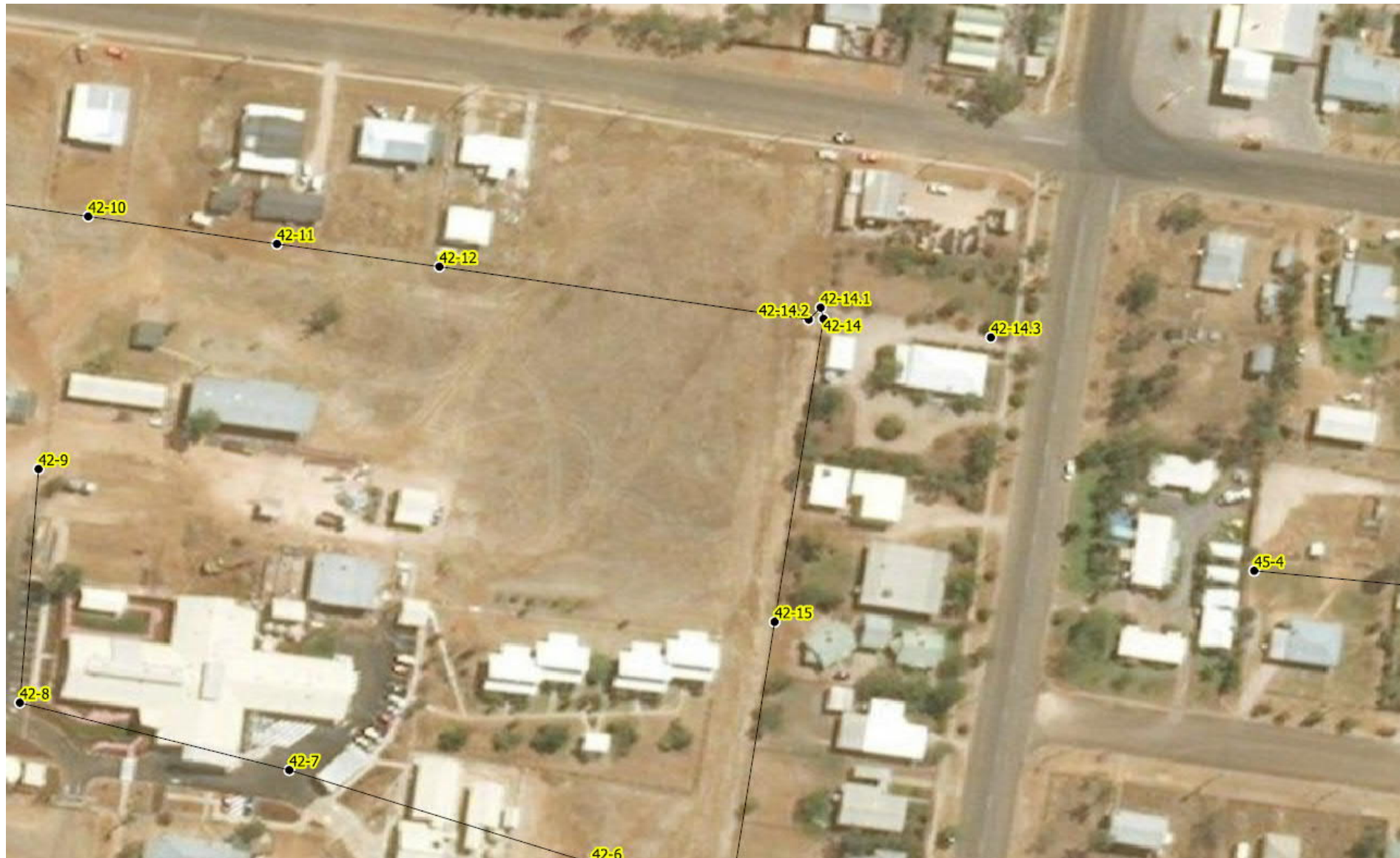
\* S = Severe Gas Attack

### APPENDIX A – SEWERAGE RETICULATION LAYOUT DRAWING



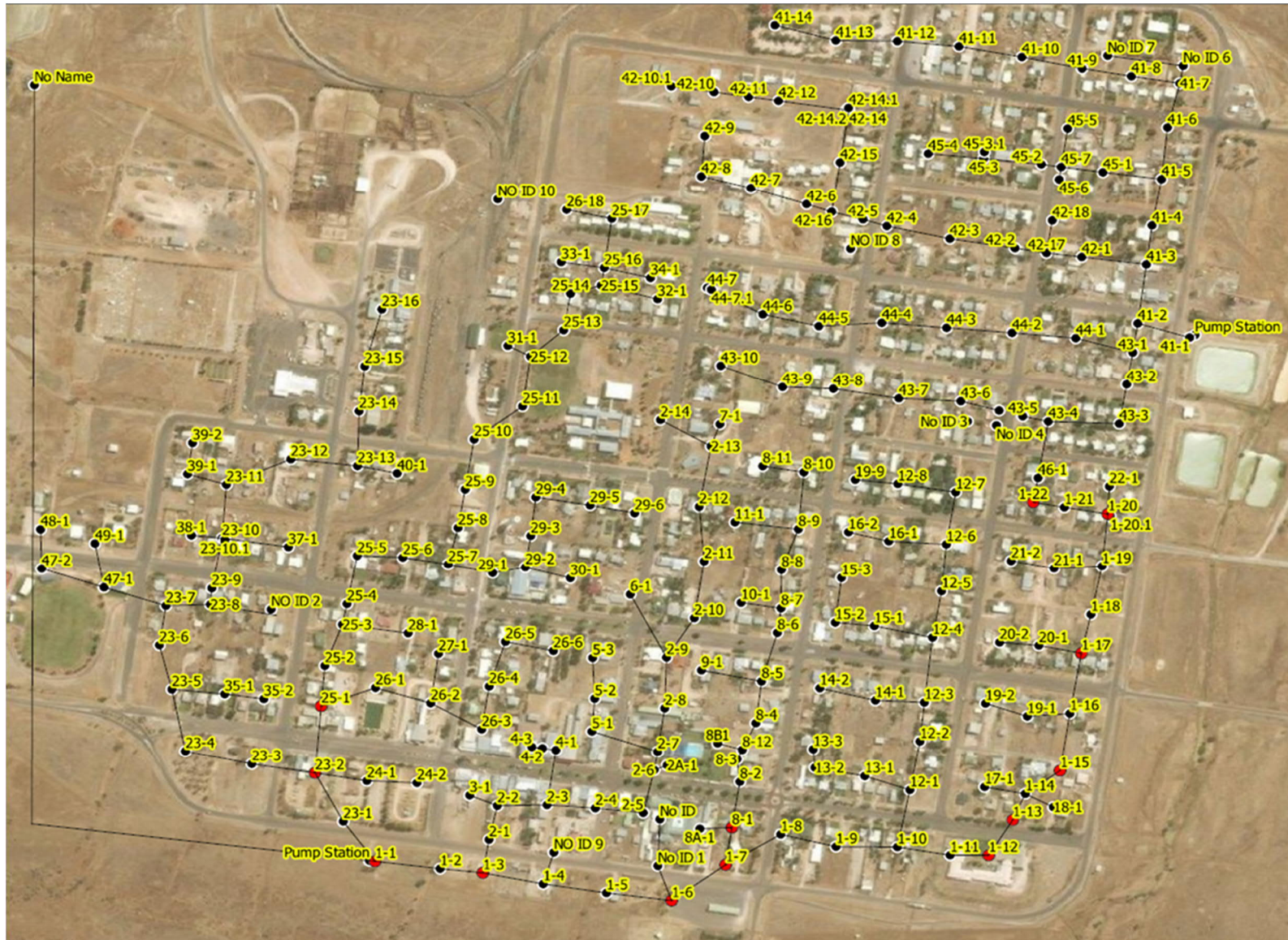


**APPENDIX B – SEWERAGE RETICULATION LAYOUT CLOSE UP 42-14**





**APPENDIX C – RELINING WORKS (RED) LAYOUT**






**APPENDIX D – MANHOLE PHOTOS**

Manhole ID	Photo
1-1	
1-3	<p data-bbox="336 1099 906 1160"> <b>13G - Manhole ID: 1-3 [Landsborough Highway]</b>                      Ch: 2,072m      Offset: 9m [48 m Left of Road Centre]                 </p> <p data-bbox="1283 1099 1399 1128" style="text-align: right;">                     -22.3916, 143.0373                      03/12/19                 </p> 



Manhole ID	Photo
1-6	<div data-bbox="320 237 1506 315" style="background-color: black; color: white; padding: 5px;"> <p>13G - Manhole ID: 1-6 [Landsborough Highway] <span style="float: right;">-22.3919, 143.0398 03/12/19</span>                      Ch: 1,806m      Offset: 7m [46 m Left of Road Centre]</p> </div>  <div data-bbox="1141 974 1433 1019" style="color: orange; font-weight: bold;">03/12/2019 09:43</div>
1-7	<div data-bbox="339 1137 1506 1216" style="background-color: black; color: white; padding: 5px;"> <p>13G - Manhole ID: 1-7 [Landsborough Highway] <span style="float: right;">-22.3914, 143.0406 04/12/19</span>                      Ch: 1,732m      Offset: 2m [25 m Right of Road Centre]</p> </div>  <div data-bbox="1145 1863 1433 1908" style="color: orange; font-weight: bold;">04/12/2019 11:36</div>



Manhole ID	Photo
1-12	<div data-bbox="316 248 1469 320" style="background-color: black; color: white; padding: 5px;"> <p>Town - Manhole ID: 112 [Elderslie St] <span style="float: right;">-22.3913, 143.0442 04/12/19</span>                      Ch: 127m      Offset: 8m [41 m Left of Road Centre]</p> </div>  <div data-bbox="1114 965 1394 1010" style="color: orange; font-weight: bold;">04/12/2019 12:27</div>
1-13	<div data-bbox="316 1137 1501 1209" style="background-color: black; color: white; padding: 5px;"> <p>Town - Manhole ID: 1-13 [Elderslie St] <span style="float: right;">-22.3908, 143.0444 04/12/19</span>                      Ch: 112m      Offset: 3m [19 m Right of Road Centre]</p> </div>  <div data-bbox="1139 1877 1433 1921" style="color: orange; font-weight: bold;">04/12/2019 12:49</div>



Manhole ID	Photo
<p>1-15</p>	<p>Town - Manhole ID: 1-15 [Nesbit Ln] <span style="float: right;">-22.3901, 143.0452 04/12/19</span>                      Ch: 48m      Offset: 12m [17 m Left of Road Centre]</p> 
<p>1-17</p>	<p>13G - Manhole ID: 1-17 [Landsborough Highway] <span style="float: right;">-22.3884, 143.0454 04/12/19</span>                      Ch: 863m      Offset: 4m [52 m Right of Road Centre]</p> 




Manhole ID	Photo
1-20	
1-22	<p data-bbox="300 1133 759 1171">Town - Manhole ID: 1-22 [Cork St]</p> <p data-bbox="300 1173 858 1205">Ch: 158m      Offset: 4m [48 m Right of Road Centre]</p> <p data-bbox="1369 1133 1514 1171">-22.3862, 143.0447 04/12/19</p> 



Manhole ID	Photo
8-1	<div data-bbox="292 241 1501 320" style="background-color: black; color: white; padding: 5px;"> <p>Town - Manhole ID: 8-1 [Manuka] <span style="float: right;">-22.3909, 143.0408 04/12/19</span>                      Ch: 83m      Offset: 17m [37 m Left of Road Centre]</p> </div>  <div data-bbox="1129 1003 1425 1043" style="color: orange; text-align: right;">04/12/2019 11:40</div>
23-2	<div data-bbox="292 1144 1501 1223" style="background-color: black; color: white; padding: 5px;"> <p>Town - Manhole ID: 23-2 [Sesbania St] <span style="float: right;">-22.3901, 143.0350 04/12/19</span>                      Ch: 83m      Offset: 7m [45 m Right of Road Centre]</p> </div>  <div data-bbox="1117 1877 1406 1917" style="color: orange; text-align: right;">04/12/2019 09:02</div>



Manhole ID	Photo
25-1	<p data-bbox="256 248 1514 286">Ch: 1,085m      Offset: 73m [45 m Right of Road Centre]</p>  <p data-bbox="1129 987 1437 1025">04/12/2019 07:29</p>



## SECTION E – RESPONSE SCHEDULES

## Response Schedules

The Tenderer should include in its Tender all information which the Tenderer wishes the Principal to take into account in assessing its Tender. The Principal may, but has no obligation to, consider any information not included in the Tender, notwithstanding that such other information may be within the Principal's knowledge, or may have been previously submitted to the Principal by the Tenderer (including, if relevant, information submitted by the Tenderer in any preceding steps in the Procurement Process).

### TENDER SCHEDULE

(a) Contact Details for the purposes of tender assessment as below:

Name of Contact:

Telephone No. (BH):

Telephone No. (AH):

Mobile No:

Facsimile No:

Email:

(b) ABN or ACN:

(c) Provide a statement of facts in detail as to the Tenderer's previous experience and achievements in performing similar or comparable work and its resources and ability to carry out the works.

(d) Provide a construction programme showing the dates by which or the times within which the various stages or parts of the works are to be completed or executed. The program should be in a Gantt Chart type format and preferably electronically generated.

(e) Provide an estimated monthly cash flow schedule.

(f) Provide details of proposed subcontractors.

(g) Provide details of proposed suppliers.

(h) Provide details of key personnel.

- (i) Provide dot point details of the proposed work methods to be adopted for the major items of work. Details should include work methods for the following:
- Sewer diversion (if applicable)
  
  - Cleaning and preparation work
  
  - Equipment
  
  - Product details
  
  - Number of coats and thicknesses of relining work
  
  - Curing times and
  
  - Testing
- (j) Provide details of the relining product as follows:
- Resistance to gas attack (for sewerage application)
  
  - Design life
  
  - Maintenance intervals and requirements
  
  - Guarantees provided
- (k) Provide a list of alternative materials and/or equipment and their details, if alternatives are nominated.
- (l) Area of Site required for the works, in particular if larger than what is provided for in the Contract.
- (m) Status of Quality Assurance System/Accreditation.

- (n) Public liability cover Policy No.
- (o) Workcover status.
- (p) Provide a list of assumptions made in the tender.
- (q) Provide a list of any qualifications of the tender offer.
- (r) Other information the tenderer may consider relevant to the tender.

**TENDER FORM**

Name of person, firm or company tendering USE BLOCK LETTERS .....

Address .....

Hereby tender(s) to perform the work for:

Description of works **“Design & Construct of Winton Sewer Manhole Relining 2020”**

In accordance with the following Documents:

**“The Tender Document – Design & Construct of Winton Sewer Manhole Relining 2020”**

For the Lump Sum of

Total being (excluding GST):  
.....

Dated this .....day of .....2020

.....  
Signature of Tenderer

**SCHEDULE OF WORK**

ITEM	DESCRIPTION OF WORK	UNIT	QTY	RATE	AMOUNT
1	Establishment	LS	1		
2	Insurances	LS	1		
3	Documentation	LS	1		
4	Qleave Levy	LS	1		
<b>5</b>	<b>Manhole Relining</b>				
5.1	MH 1-1	LS	1		
5.2	MH 1-3	LS	1		
5.3	MH 1-6	LS	1		
5.4	MH 1-7	LS	1		
5.5	MH 1-12	LS	1		
5.6	MH 1-13	LS	1		
5.7	MH 1-15	LS	1		
5.8	MH 1-17	LS	1		
5.9	MH 1-20	LS	1		
5.10	MH 1-22	LS	1		
5.11	MH 8-1	LS	1		
5.12	MH 23-2	LS	1		
5.13	MH 25-1	LS	1		
6	General Cleanup / Disestablishment	LS	1		
<b>Subtotal (ex GST)</b>					<b>\$</b>
<b>GST (10%)</b>					<b>\$</b>
<b>TOTAL (incl. GST)</b>					<b>\$</b>

Tenderer: .....

Contact: .....

Address: .....

Telephone: ..... Fax: .....

Signature: ..... Date: .....

Email: .....

**DAYWORKS RATES**

All rates are inclusive of the following items:

- Overheads;
- Administrative costs;
- Site supervision;
- Establishment costs;
- Attendance; and
- Profit.

Dayworks Rates shall also include the costs of survey and consumables. These rates are to be held firm for the duration of the Contract. Plant Hire Rates are to include all of the above and the operator.

LABOUR DESCRIPTION	RATE		
	NORMAL	TIME & HALF	DOUBLE TIME

PLANT DESCRIPTION	RATE

Tenderer: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_