Tender Documentation

Major Works Contract
Referencing AS2124-1992

Project Name: Strathpine - Pine Rivers Park - Wetland Construction

Location: Pine Rivers Park, Strathpine

Contract Number: MBRC008580
# Table of Contents

Table of Contents .......................................................................................................................................... 2  
Section 1 – Description of Works .................................................................................................................. 3  
Section 2 – Tender Submission ..................................................................................................................... 5  
Section 3 – Work Place Health Safety and Environment .............................................................................. 6  
Section 4 – Tender Evaluation Criteria ......................................................................................................... 8  
Section 5 – Conditions of Offer ..................................................................................................................... 9  
Section 6 – Rainfall Graph for Moreton Bay Region ................................................................................... 13  
Section 7 – Proposed General Conditions of Contract ............................................................................. 14  
Section 8 – Proposed Formal Instrument of Agreement ............................................................................. 20  
Response Schedule 1 – Form of Tender .................................................................................................... 22  
Response Schedule 2 – Insurance Certificates .......................................................................................... 24  
Response Schedule 3 – Bill of Quantities ................................................................................................... 25  
Response Schedule 4 – Company Financial Profile ................................................................................... 26  
Response Schedule 5 – Methodology / Strategy ........................................................................................ 27  
Response Schedule 6 – Company Experience And Capability .................................................................. 28  
Response Schedule 7 – Environmental Considerations ............................................................................. 31  
Response Schedule 8 – Safety Track Record ............................................................................................ 32  
Response Schedule 9 – Submission Checklist ........................................................................................... 33
Section 1 – Description of Works

Offers are invited for the execution and completion of the Works described below in accordance with the Drawings and Specification supplied herewith, the Conditions of Tender, MBRC’s Special Conditions of Contract, MBRCs Major Works Contract referencing AS2124-1992 supplied herein and any other information issued by the Principal for the purposes of tendering.

The project is located in Pine Rivers Park, Strathpine.

The scope of works primarily includes the construction of a sediment basin and high flow channel. Works also include:

- Concrete access
- Landscaping
- Installation of lake outlet control pits
- High flow weir
- Drainage culverts
- Ground re-profiling and drainage swales
- Tree Protection measures
The geotechnical report has been included within the attached tender documents. This notes a risk of Acid Sulphate Soils. The design was updated to make the sediment basin shallower to lower the risk of these being encountered.

Successful suppliers will be appointed as the Principal Contractor for projects if over $250k and a Person Conducting a Business or Undertaking (PCBU) for projects under $250k.

**ADAC Information**

**As Constructed**

Moreton Bay Regional Council will appoint a specialist survey consultant to undertake the ADAC compliant xml files for the required as constructed for the project. The surveyor will be appointed by council prior to works commencing. Please note it will be the responsibility of the contractor to co-ordinate the appointed surveyor. All other survey required by the contractor will be the responsibility of the contractor.

**CCTV Stormwater as constructed information**

For stormwater drainage works, the contractor is required to undertake suitable CCTV of the constructed stormwater drainage lines. The Wincan guidelines, template and specification will be provided by council as part of this tender with an item included in the Bill of Quantities.
Section 2 – Tender Submission

Mandatory Tender Submission Requirements:
Quotations will be submitted via LG Tender. No hard copy submissions will be accepted.

Tender Submissions – Submissions must only contain a total of two (2) files:

- One (1) PDF document less than 10MB
- One (1) excel document including information relating to the Bill of Quantities

The Tenderer must complete Response Schedules 1 - 8

The Tender Submission must comply with the Tender Drawings / Specifications and Conditions of Tendering.

The Tender Submission will include copies of Insurance Certificates

Any Tender Submissions received that do not include Mandatory Information may be deemed non-conforming and may not be assessed.

The successful supplier will be required to submit a site specific Construction Management plan (CMP) within 14 days of acceptance of works. The CMP will include the following documents:

- Traffic and Pedestrian Management Plan;
- Construction Program;
- Environmental plan;
- Work Health and Safety Plan;
- Quality Assurance (Inspection and Test Plans);
- Dial Before You Dig Plans

Tender Period:

Tenders must be lodged before:

| 2:00pm | 09/04/2019 |

Submissions must only contain a total of two (2) files. 1 x PDF document and 1 x Excel document

Late offers may not be considered
Section 3 – Work Place Health Safety and Environment

Successful contractors and sub-contractors must complete the online contractor induction by visiting [https://m-co.conceptssafty.com.au](https://m-co.conceptssafty.com.au) prior to the commencement of works on council projects. All Contractors and Sub-Contractors must adhere to the current version of Council’s Personal Protective Equipment Policy. Current standards are listed below:

**Mandatory Personal Protective Equipment**
Sun safe broad-brimmed hats, long-sleeved shirts (sleeves rolled down), long pants/trousers, safety footwear along with task-specific PPE.

**Additional Control Measures**
When working outside, the regular application of sunscreen in accordance with the manufacturer’s instructions is required. Closed-in shoes must be worn at all times in all areas of depots, construction and maintenance sites where safety footwear is not required to be worn.

**Unacceptable Personal Protective Equipment**
Caps, bucket hats, short sleeved shirts and shorts are not acceptable items of PPE.

**Mandatory Dogger Certified**
When conducting any lifting that requires a “high risk” licence, e.g. dogging work with slings and/or chains, all work is to be overseen by a qualified dogger (DG).

Dogging work includes:
- The application of slinging techniques including the selection and inspection of lifting gear to safely sling a load
- The directing of a plant operator in the movement of a load when the load is out of the operator's view.

Further information relating to Work Place Health and Safety and PPE will be provided during the online contractor induction process.

**Contractor Performance**
A common contractor performance reporting regime will be used for all Projects at Moreton Bay Regional Council.

The objectives of performance reporting are to:
- Encourage Contractors to implement a business culture of continuous improvement to benefit themselves and their clients;
- Provide Moreton Bay Regional Council with performance data from past and current contracts to identify the best performing Contractors.

The Contractor will be provided a copy of Contractor Performance Report for each project undertaken and will be given the opportunity to comment on the assessment within 10 days.

**Environment**
Traffic Control
Council has implement the use of the Asignit Traffic Control program.

Asignit is a system which requires all Traffic Control Company’s engaged by Contractors working on council projects to electronically capture implemented Traffic Guidance Scheme.

The information will then be live data council can view across the region (accessible only by Council staff).

Contractors can access the program by visiting the relevant website www.asignit.com and register free of charge including the associated field manual.

The use of this Asignit Program must be included in the submission for this Request For Quotation (RFQ).
## Section 4 – Tender Evaluation Criteria

**Evaluation Criteria**

Tender Submissions received will be evaluated against the following criteria and weightings. The weightings ascribed to each criterion will be applied consistently to all Tender submissions. Criteria are listed as Mandatory or Desirable. Submissions that do not meet Mandatory Criteria may not be further assessed.

### Mandatory Criteria

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Explanation</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Financial Profile</td>
<td>Relates to the financial position of the entity and its ability to complete the project under different financial scenarios. This criterion will be assessed by the evaluation panel and include a third party financial report for an assessment of “satisfactory” or higher, determined from two recent audited financial years. Suppliers need to detail company structure and list associated company entities. Suppliers who do not pass this criterion will not progress to the next evaluation phase.</td>
<td></td>
</tr>
</tbody>
</table>

### Desirable Criteria

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Explanation</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>The cost to Council of the offer, to achieve / be supplied with the specified works, and/or services and/or products.</td>
<td>60%</td>
</tr>
<tr>
<td>Methodology / Strategy</td>
<td>How the company proposes to deliver the project and deal with associated issues during investigation/construction. Any particular stratagem proposed to achieve the intended outcomes in a manner more advantageous to Council.</td>
<td></td>
</tr>
<tr>
<td>Company Financial Profile</td>
<td>Relates to the financial position of the entity and its ability to complete the project under different financial scenarios. This criterion will be assessed by the evaluation panel and include a third party financial report for an assessment of “satisfactory” or higher, determined from two recent audited financial years.</td>
<td>40%</td>
</tr>
<tr>
<td>Company Experience and Capability</td>
<td>Describes recently completed projects that are similar to this project. Demonstrates Company Capability including financial, this criterion will be assessed by the evaluation panel and include a third party financial report for an assessment of “satisfactory” or higher.</td>
<td></td>
</tr>
<tr>
<td>Environmental Considerations</td>
<td>Relates to the quality and substance of the Environmental Management Plan submitted and track record of previous practices.</td>
<td></td>
</tr>
<tr>
<td>Safety Track Record</td>
<td><strong>Must provide a company safety policy statement and a sample safety plan template.</strong> The importance the provider places on safety matters, past events and safety policy / plan adopted. Also to consider the quality of the safety plan where applicable.</td>
<td></td>
</tr>
</tbody>
</table>

**Total** 100%
Section 5 – Conditions of Offer

1. DEFINITIONS

1.1 Meanings assigned to words and expressions in the Conditions of Contract shall apply to those words and expressions used in the Tender Documents.

1.2 Unless the contrary intention applies, the following definitions also apply:

“Alternative Tender” means a Tender that through the tender evaluation process is considered by the council evaluation team to vary from the requirements of the specification, design or materials, but conforms to the council tender project requirements;

“Confidential Information” means any technical, commercial or other information, ideas, concepts, know–how, data, drawings, specifications or designs of any kind:

(a) owned by the Principal and supplied or made available by the Principal to the Tenderer; or

(b) created by the Tenderer, from the material supplied or made available to the Tenderer by the Principal for the purposes of submitting the Tender.

Except where the tender is publicly advertised, the Tenderer must consider the tender and associated information to be Confidential Information and must take all reasonable steps to safeguard the confidentiality of that information.

“Conforming Tender” means a Tender that through the tender evaluation process is considered by the council evaluation team to comply with the requirements of the Tender Documents and council project tender requirements;

“Contract” means the contract to be formed between Moreton Bay Regional Council and the successful Tenderer pursuant to these Conditions of Tender;

“Form of Tender” means the document titled Form of Tender;

“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;

“Letter of Acceptance of Tender” is the letter from the Principal to the successful Tenderer accepting that Tenderer’s Tender;

“Moreton Bay Regional Council” means the local government for the local government area of Caboolture, Pine Rivers and Redcliffe declared by regulation under the Local Government Act 2009;

“Non-Conforming Tender” means a Tender that through the tender evaluation process is considered by the council evaluation team to not comply with the requirements outlined within the tender documentation including specifications and does not conform to the council tender project requirements.

“Personal Information” means Personal Information as defined within the Information Privacy Act 2009 (Qld) as amended from time to time.

“Project” means project name

“Recipient Created Tax Invoice” the payment process applied to this project.

“RTI Act” means the Right to Information Act 2009.

“Site” means the location of the works

“Tender” means an offer submitted by a Tenderer;

“Tender Closing Time” means 2pm on 09/04/2019

“Tender Evaluation Criteria” means the Criteria in the section Selection Criteria;

“Tender Schedules” means the Schedules to the Form of Tender; and

“Tenderer” means a party submitting a Tender.

2. TENDER DOCUMENTS

2.1 The “Tender Documents” comprise:

(a) The Form of Tender;

(b) These Conditions of Tender;

(c) The Code of Tendering (AS4120 – 1994) as amended by these Conditions of Tender;

(d) The Special Conditions of Contract;

(e) MBRCs Major Works Contract referencing AS2124-1992 including Schedules 1 – 9

(f) The Specification and Drawings;

(g) The Tender Sections and Response Schedules; and

(h) Other documents as are issued and/or referred to by the Principal for the purpose of tendering.

2.2 For the purposes of interpreting the Tender Documents, the order of priority of the documents shall be the same as detailed above. Covering letters, including any letter accompanying the tender, the form of tender, the addenda and any notices to the tenderer, may take higher precedence during the tendering process.

2.3 To the extent of any discrepancy or inconsistency between these Conditions of Tender and AS4120-1994, these Conditions of Tender shall prevail.

2.4 An electronic copy of the Tender Documents (excluding AS4120-1994 and AS2124-1992) is available at the electronic location stated in the invitation to tender. A copy of AS4120-1994 and AS2124-1992 is available for perusal at the office of the Principal.

3. LODGEMENT OF TENDERS
3.1 Tenders are to be submitted in electronic format, any Tender received in any other manner may not be considered.

3.2 Council at its discretion may reject a Tender delivered after the Tender Closing Time no matter what the reason may be for the late delivery, including:

a. for an LG Tender submission if the LG Tender submission was not delivered in time because of difficulties with Council's computer system at the Tender Closing Time;

4. TENDER REQUIREMENTS

4.1 Tenders shall include a completed Form of Tender, as provided by the Principal, and all other documents required by the Tender Documents.

4.2 The Tenderer and all relevant third parties shall execute all documents and do all acts and things required by the Principal for the purposes of giving effect to these Conditions.

4.3 Any Tender lodged remains valid and binding upon the Tenderer for a period of 120 days from the Tender Closing Time or such later date as may be mutually agreed between the Tenderer and the Principal, and shall not otherwise be withdrawn by the Tenderer.

5. INFORMATION

5.1 The Principal's Contact Officer for this project is:

Name: Ashley Murray
Project Engineer
Project Management and Construction
Moreton Bay Regional Council

All enquiries regarding this tender must be submitted via the LG Tender Forum.

5.2 The Tenderer shall not communicate with any person or corporation who is the intended owner, occupant, operator or manager of any facility the subject of the Tender except with the express written approval of the Principal.

5.3 The Principal will not be liable for any claim on the grounds of erroneous or insufficient information.

5.4 The Principal shall not be bound by any oral advice or information given or furnished in respect of the Tender but shall be bound only by written or electronically transferred advice or information furnished by or on behalf of the Principal.

5.5 For the purposes of assessment of Tenders, Tenderers shall provide such additional information as may be requested by the Principal, including but not limited to, financial data.

6. TENDERER WARRANTIES

6.1 The Tenderer must and will be deemed to have visited and inspected the site and its surrounds and satisfied itself of conditions and facilities and otherwise acquainted itself with all matters relating to the proposed Contract before submitting its Tender.

6.2 In submitting a Tender, the Tenderer shall be deemed to have warranted that it has carried out all relevant investigations and has examined and acquainted itself with and satisfied itself concerning:

(a) the contents of the Tender Documents and the completeness thereof;
(b) all information which is relevant to the risks, contingencies and other circumstances which could affect the Tender;
(c) the correctness and sufficiency of the Tender; and
(d) The appropriateness and sufficiency of the Tender sum.

In submitting the Tender, the Tenderer warrants the accuracy of all information provided by the Tenderer in the Tender and that it has all necessary experience, skill and resources to perform and carry out its obligations in accordance with the Contract.

7. COSTS OF TENDERING

7.1 All costs of tendering shall be borne by the Tenderer.

8. NO COLLUSION

8.1 The Tenderer warrants that:

(a) Neither the Tenderer nor any of its servants or agents had any knowledge of the price of any other Tenderer prior to submitting its Tender nor has the Tenderer disclosed to any rival Tenderer the Tenderer’s price;

(b) Neither the Tenderer nor any of its servants or agents have entered into any contract, arrangement or understanding having the result that being awarded this Tender, it will pay to any unsuccessful Tenderer any moneys in respect of or in relation to the Tender or any contract resulting there from; and

(c) The Tender is a genuine competitive tender.

9. CONFIDENTIALITY

9.1 The Tenderer:

(a) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and

(b) must not use the Confidential Information for any purpose other than preparing its Tender; and

(c) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and

(d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and

(e) must obtain the Principal’s written consent before disclosing Confidential Information to a person other than a Relevant Person.

9.2 The consent of the Principal to disclosure of the Confidential Information by the Tenderer may be given or withheld on such terms and conditions as the Principal considers appropriate.

9.3 The Tenderer’s obligation under this Clause continues after closure of tenders and award of the Contract.

9.4 The Tenderer permits the Principal to use and disclose all information provided by any Tenderer for the purpose of evaluating the tender, progressing the tender, or for the Principal’s functions and activities and, in the event that the Principal enters into
a Contract with the Tenderer, for the performance of the Contract.

9.5 The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Tenderer in writing that the Relevant Person is to be denied access to the Confidential Information.

9.6 This Clause will not apply to an item of Confidential Information where the Tenderer can establish that:
   (a) the item has been transferred to the public domain through no fault of the Tenderer; or
   (b) the item was already in the Tenderer’s possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
   (c) it has received from the Principal written notification that the Principal no longer requires the Tenderer to keep the item confidential.

9.7 The Principal is not required to maintain the confidentiality of information in circumstances including where (without limitation):
   (a) the Principal is required or authorised by law to make disclosure;
   (b) the information otherwise ceases to be confidential information;
   (c) the Principal receives the information from any source or independently develops the information outside of a relationship of confidentiality.

10. EXECUTION OF TENDER

10.1 If the Tenderer is a corporation, the Tender shall be executed by the affixing of the signature of a senior executive of the corporation having authority to execute the Tender on its behalf or by affixing the seal of the corporation in accordance with its articles of association.

10.2 The Tenderer shall complete all Tender Schedules in the form attached hereto. All Tender Schedules must be signed by the party executing the Form of Tender.

11. PRINCIPAL NOT BOUND

11.1 Despite the evaluation of Tenders (if any) in accordance with clause 12 herein, the Principal may in its absolute discretion whether that Tender is the lowest Tender or not, and at any time accept or decline to accept any Tender.

11.2 Without derogating from the provisions in clause 11.1, the Principal may, in its absolute discretion, decline to evaluate any Tender that it has determined to be an Alternative Tender.

11.3 A person or entity that is not duly registered, qualified or licensed in the State of Queensland to undertake the works or services specified in the Tender, shall not submit a Tender. Subsequent evidence that any Tenderer is not qualified to operate in the State of Queensland will render their contract null and void.

12. TENDER EVALUATION

12.1 Tender Evaluation Criteria and Weightings will be applied during assessment of all submissions. Tender Evaluation criteria are outlined in Section 3.

12.2 The Principal’s evaluation team shall determine whether a Tender is an Alternative Tender, a Conforming Tender or a non-conforming tender.

12.3 The Principal’s evaluation team reserves the right to accept or reject any alternative, conforming or non-conforming tender.

12.4 In evaluating a Tender if the Tender contains an ambiguity in relation to the Tender Sum, then the amount in words of the Form of Tender shall prevail.

12.5 The Principal evaluation team shall evaluate Tenders in accordance with the Tender Evaluation Criteria and on the basis of best value for money for Moreton Bay Regional Council.

12.6 If the evaluation team evaluate an Alternative Tender, it shall be evaluated on the basis of best value for money for Moreton Bay Regional Council, which may, or may not, be the Tender Evaluation Criteria.

12.7 Where Tenders have been evaluated, the Principal may accept the Tender which on a view of all circumstances represents the best value for money for Moreton Bay Regional Council. Alternative tenders will only be evaluated if a Conforming Tender has been submitted.

12.8 The Principal may after the Tender Closing Date invite all persons who have submitted a Tender to change their Tender to take into account changes in the Tender Specifications. The Principal nonetheless specifically reserves the right to negotiate with any one or more Tenderers after the Tender Closing Time with a view to modifying the terms, conditions, prices and other matters applicable to any Contract that may be subsequently entered into provided that a Tender shall not be deemed to have been accepted unless and until the Principal’s Letter of Acceptance of Tender has been dispatched to the Tenderer at the address of the Tenderer appearing in the Tender.

12.9 The date of acceptance of Tender shall be the date so stated by the Principal in the Letter of Acceptance of Tender.

12.10 Until the Contract is signed, the documents described in the Principal’s Letter of Acceptance of Tender shall constitute the contract between the Principal and the successful Tenderer.

12.11 The successful Tenderer will be required to execute the Contract. The Contract will be forwarded to the successful Tenderer shortly after the date of Letter of Acceptance of Tender. The Contractor will be required to execute the Contract before the Principal grants possession of site.

12.12 Within 14 days of being requested in writing the successful Tenderer will be required to execute two copies of the Formal Instrument of Agreement, provided by the Principal and in the manner directed in writing by the Principal, and return to the Principal. If the successful Tenderer fails, neglects or refuses to comply with the requirements of this clause the Principal, in addition to and without prejudice to anything contained in these Conditions of Tender or other contract documents, or to any other right, power or remedy of the Principal, may take action under Clause 44 of the General Conditions of Contract.

12.13 The successful Tenderer shall be responsible for the payment of any stamp duty on the execution of the Agreement.

12.14 Following acceptance of a Tender, the Principal will notify the name of the successful Tenderer(s) to all unsuccessful Tenderers and may at its discretion disclose the accepted Tender Price(s).

12.14 Risk Assessment

Specific risk assessment is considered within its respective area of relevance, such as in Financial Capacity and in Quality of Works and it is also built in the weighting of the tendered price. Overall Risk however, may be considered at the end of the tender assessment process. The purpose of this assessment is to ensure that the tender with the best balance between price, capability and risk, being the most advantageous to Council, will be selected.

13. FUNDING
13.1 The Tenderer acknowledges that the Principal is not required to provide particulars of project funding arrangements to Tenderers.

14. INTELLECTUAL PROPERTY

14.1 Intellectual Property Rights in all material, whether of the Tenderer or a third party, submitted by a Tenderer in its Tender is assigned to the Principal, without any requirement for further documentation or writing, upon acceptance by the Principal of its Tender.

14.2 To the extent that any material submitted by a Tenderer is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer warrants that it is able to procure an assignment of all such Intellectual Property Rights to the Principal and agrees to obtain such assignment upon acceptance of its Tender.

14.3 The Tenderer indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Principal alleging that the material contained in the Tender or acts by the Principal in relation to the Principal’s use of the Tender material infringe any Intellectual Property Rights of that third party.

15. RIGHT TO INFORMATION AND DISCLOSURE

15.1 The Right to Information Act 2009 (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

15.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

15.3 Information contained in a Tender is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Principal pursuant to the RTI Act, the Tenderer accepts that any information provided in its Tender, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act. The Principal cannot guarantee that any information provided by the Tenderer will be protected from disclosure under the RTI Act.

16. MANDATORY INFORMATION IN SUBMISSION

The Mandatory submissions listed in Section 2 will form part of these Conditions of Offer.

17. CONTRACTOR PERFORMANCE REPORTING

A common contractor performance reporting regime will be used for all Projects at Moreton Bay Regional Council. The objectives of performance reporting are to:

- Encourage Contractors to implement a business culture of continuous improvement to benefit themselves and their clients;
- Provide Moreton Bay Regional Council with performance data from past and current contracts to identify the best performing Contractors.

The Contractor will be provided a copy of Contractor Performance Report for each project undertaken and will be given the opportunity to comment on the assessment within 10 days.

18. INAPPROPRIATE CONTACT

18.1 A Tenderer, or any person on a Tenderer’s behalf, must not contact, (in any way or by any means), a councillor, officer or agent of the Principal, other than the Principal’s nominated contact officer for the Tender, about any matter directly or indirectly related to the Tender.

18.2 A Tenderer, or any person on a Tenderer’s behalf, must not offer or give the Principal or any councillor, officer or agent of the Principal anything that is or may be seen to be an inducement or otherwise attempt to influence the outcome of the Tender.

18.3 The Principal reserves the right, at its absolute discretion and at any stage of the Tender process, not to consider or to reject a Tender if it is satisfied that a Tenderer has acted inconsistently with conditions 18.1 or 18.2.

18.4 A Tenderer will have no right to compensation if the Principal decides not to consider or to reject a Tender in accordance with condition 18.3.

19. CONTRACTOR INDUCTION PROCESS

The Successful Company’s employees and contractors are required to complete Council’s online contractor induction prior to attending site for the first time. Upon successful completion, certification will be issued and must be carried on site at all times.

The online Contractor Induction can be accessed at https://m-co.conceptsafety.com.au

20. OMISSIONS

If the Schedule of Rates/Prices, Lump Sum, Specification, or Drawings omit an item which should have been reasonably anticipated by an experienced and competent Contractor at the time of tender, that is necessary for the satisfactory completion and performance of the work, the Contractor shall, insert in the tender such omitted item price or rate.

21. RECIPENT CREATED TAX INVOICE

Moreton Bay Regional Council will apply a Recipient Created Tax Invoice Process. Payments will be processed once a payment claim has been approved. Invoices are not required to be submitted by the Contractor.

22. PROJECT SIGNAGE

In addition to project signage and contractor contact detail signage, Moreton Bay Regional Council will provide a suitable length of Barrier Fence Barrier Mesh which is to be fixed to the site safety barrier fencing. The barrier mesh has council logo and telephone number printed and is to be used to enclose the work site. The barrier mesh shall be returned to council upon the removal of the safety barrier fence and remain the property of council.
Section 6 – Rainfall Graph for Moreton Bay Region

Moreton Bay Region Annual Rainfall Averages

Guidelines for Extensions of Time Due to Inclement Weather

The tenderer must allow in its tender time frame, the number of “raindays” in the graph above for the respective months, and its effect upon the duration of the contract in Response Schedule 1 – Form of Tender.

If applicable, extensions of time due to inclement weather will only be considered above the number of “raindays” shown in the graph above.

This only applies to work that cannot proceed in inclement weather.

Example: For an outdoor contract lasting 2 months – June and July – the tenderer must either allow an additional 15 rain days (8+7) or make provisions to undertake work in rainy conditions. Inclement weather can be claimed if the number of “raindays” were to exceed 15. In this example, say it rained for 10 days in June, 2 days inclement weather could be claimed for the additional 2 days.
### Section 7 – Proposed General Conditions of Contract

*These conditions of Contract are intended to reference AS2124-1992*

These General Conditions of Contract and Special Conditions of Contract will apply to contracts formed by this invitation process.

The Special Conditions of Contract are included as a separate document.

#### General Conditions of Contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>The law applicable is that of the State or Territory of:</td>
<td>Queensland</td>
</tr>
<tr>
<td>(Clause 1)</td>
<td></td>
</tr>
<tr>
<td>The Principal:</td>
<td>Moreton Bay Regional Council</td>
</tr>
<tr>
<td>(Clause 2)</td>
<td></td>
</tr>
<tr>
<td>The address of the Superintendent and Principal:</td>
<td>PO BOX 159 CABOOLTURE QLD 4510</td>
</tr>
<tr>
<td>The Superintendent:</td>
<td>Bart Bartley</td>
</tr>
<tr>
<td>(Clause 2)</td>
<td>Lee Purchase</td>
</tr>
<tr>
<td>The Contractors Representative:</td>
<td>TBC</td>
</tr>
<tr>
<td>(Clause 25)</td>
<td></td>
</tr>
<tr>
<td>Nature of Contract / Basis of Payment (Clause 3.1)</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Bill of Quantities – the alternative applying:</td>
<td>Alternative 2</td>
</tr>
<tr>
<td>(Clause 4.1)</td>
<td></td>
</tr>
<tr>
<td>Limits of Accuracy applying to quantities for which the Principal accept a</td>
<td>10%</td>
</tr>
<tr>
<td>rate or rates:</td>
<td>(Clause 3.3(b))</td>
</tr>
<tr>
<td>Contractor shall provide security in the amount of:</td>
<td>Two (2) Unconditional Bank Guarantees both to the value of 2.5% of the</td>
</tr>
<tr>
<td>(Clause 5.2)</td>
<td>Contract Sum or $2,000 whichever is greater</td>
</tr>
<tr>
<td>Principal shall provide security in the amount of:</td>
<td>Nil</td>
</tr>
<tr>
<td>(Clause 5.2)</td>
<td></td>
</tr>
<tr>
<td>The period of notice required of a party’s intention to have recourse to</td>
<td>5 days</td>
</tr>
<tr>
<td>retention moneys and/or to convert security:</td>
<td>(Clause 5.5)</td>
</tr>
<tr>
<td>The percentage to which the entitlement to security and retention moneys is</td>
<td>50% of the Security to be released at practical completion.</td>
</tr>
<tr>
<td>reduced:</td>
<td>(Clause 5.7)</td>
</tr>
<tr>
<td>Item</td>
<td>Clause</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Interest on retention moneys and security – the alternative applying:</td>
<td>5.9</td>
</tr>
<tr>
<td>The number of copies to be supplied by the Principal:</td>
<td>8.3</td>
</tr>
<tr>
<td>The number of copies to be supplied by the Contractor:</td>
<td>8.4</td>
</tr>
<tr>
<td>The time within which the Superintendent must give a direction as to the suitability and return of the Contractor's copies:</td>
<td>8.4</td>
</tr>
<tr>
<td>Work which cannot be subcontracted without approval:</td>
<td>9.2</td>
</tr>
<tr>
<td>The percentage for profit and attendance:</td>
<td>11(b)</td>
</tr>
<tr>
<td>The amount or percentage for profit and attendance:</td>
<td>11(c)</td>
</tr>
<tr>
<td>Insurance of the Works – the alternative applying:</td>
<td>18</td>
</tr>
<tr>
<td>The assessment for insurance purposes of the costs of demolition and removal of debris:</td>
<td>18(ii)</td>
</tr>
<tr>
<td>The assessment for insurance purposes of consultants' fees:</td>
<td>18(iii)</td>
</tr>
<tr>
<td>The value of materials to be supplied by the Principal:</td>
<td>18(iv)</td>
</tr>
<tr>
<td>The additional amount or percentage:</td>
<td>18(v)</td>
</tr>
<tr>
<td>Public Liability Insurance – the alternative applying:</td>
<td></td>
</tr>
<tr>
<td>(Clause 19)</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
</tr>
<tr>
<td>The amount of Public Liability Insurance shall not be less than:</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>(Clause 19)</td>
<td></td>
</tr>
<tr>
<td>The time for giving possession of the Site:</td>
<td>Upon official receipt of a formal possession of site letter</td>
</tr>
<tr>
<td>(Clause 27.1)</td>
<td></td>
</tr>
<tr>
<td>The Date for Practical Completion:</td>
<td>TBA</td>
</tr>
<tr>
<td>(Clause 35.2)</td>
<td></td>
</tr>
<tr>
<td>Liquidated Damages per day:</td>
<td>$1000</td>
</tr>
<tr>
<td>(Clause 35.6)</td>
<td></td>
</tr>
<tr>
<td>Limit of Liquidated damages:</td>
<td>No Limit</td>
</tr>
<tr>
<td>(Clause 35.7)</td>
<td></td>
</tr>
<tr>
<td>Bonus per day for early Practical Completion:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>(Clause 35.8)</td>
<td></td>
</tr>
<tr>
<td>Extra costs for Delay or Disruption:</td>
<td>Nil. Extra costs for delay and disruption are to be included in</td>
</tr>
<tr>
<td>(Clause 36)</td>
<td>the value of a variation.</td>
</tr>
<tr>
<td>The Defects Liability Period:</td>
<td>52 weeks from Practical Completion date</td>
</tr>
<tr>
<td>(Clause 37)</td>
<td></td>
</tr>
<tr>
<td>The Charge for overheads, profit etc for day work:</td>
<td>10%</td>
</tr>
<tr>
<td>(Clause 41(f))</td>
<td></td>
</tr>
<tr>
<td>Times for submitting Payment</td>
<td>All claims are to be submitted within the first week of each</td>
</tr>
<tr>
<td>(Clause 42.1)</td>
<td>month.</td>
</tr>
<tr>
<td>Unfixed Plant and Materials for which payment claims may be made</td>
<td>Nil</td>
</tr>
<tr>
<td>notwithstanding that they are not incorporated in the Works:</td>
<td></td>
</tr>
<tr>
<td>(Clause 42.1(ii))</td>
<td></td>
</tr>
<tr>
<td>Retention from progress payments (if bank guarantees not provided)</td>
<td>Not required as Bank Guarantee will be provided</td>
</tr>
<tr>
<td>(Clause 42.3)</td>
<td></td>
</tr>
<tr>
<td>Maximum amount of retention (if bank guarantees not provided) (Clause</td>
<td>5% of Contract Sum or Bank Guarantee will be provided</td>
</tr>
<tr>
<td>42.3)</td>
<td></td>
</tr>
</tbody>
</table>
| **Unfixed Plant or Materials — the alternative applying:**  
  *(Clause 42.4)* | Alternative 3 |
|------------------|--------------|
| **The rate of interest on overdue payments:**  
  *(Clause 42.9)* | Nil |
| **The delay in giving possession of the Site which shall be a substantial breach:**  
  *(Clause 44.7)* | 90 days |
| **The alternative required for proceeding with dispute resolution:**  
  *(Clause 47.2)* | Alternative 1 |
| **The person to nominate an arbitrator:**  
  *(Clause 47.3)* | Chairperson of the Queensland Chapter of the Resolution Institute |
| **Location of arbitration:**  
  *(Clause 47.3)* | Queensland |
NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124-1992

1. The following Clauses have been deleted from the General Conditions in AS 2124-1992:
   Omit Clause 5.5 Recourse to Retention Moneys and Conversion of Security

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124-1992:
   Clause 5.5 Recourse to Retention Moneys and Conversion of Security

   The Principal may have recourse to retention moneys and/or cash security and/or may convert into money security that does not consist of money where-

   (a) The Principal has become entitled to exercise a right under the Contract in respect of the retention moneys and/or security; and
   (b) The Principal has given the Contractor notice in writing within 28 days of it becoming aware (or ought reasonably have become aware) of its right to have recourse to the security and/or cash retention. However, the Principal is not required to give the Contractor notice if:

   (i) The Principal exercises its rights under Clause 44.4; or

   The security or retention is to be used to make a payment into court to satisfy a notice claim of charge under the BIF Act.

   Clause 7 – Service of Notices

   New items

   Payment Claim pursuant to the must be emailed to the following email addresses:

   (a) Bart.Bartley@moretonbay.qld.gov.au
   (b) Ashley.Murray@moretonbay.qld.gov.au

   A Payment Claim will be deemed to be given to the Principal when the Principal sends an email acknowledging that the Payment Claim has been received and successfully printed. If the result is that a Notice would be taken to be given or made on a day that is not a Business Day to which the Notice is sent or is later that 4 pm (local time) it will be taken to have sent at the commencement of the following Business Day in that place.

   Clause 23 – Superintendent

   Insert new paragraph into Clause 23:

   ‘Any Payment Schedule which the Superintendent may issue under the BIF Act will be issued as agent representative for and on behalf of the Principal and in accordance with any instructions given to it by the Principal.

   Clause 42.1 – Payment Claims

   Amend clause 42.1 as follows:

   In the first sentence of the second paragraph delete ‘14 days’ and replace with ‘15 Business Days’.

   Certificates, Calculations and time for Payment:

   In the first sentence of the fourth paragraph, delete the words ‘28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent’s payment certificate, whichever is earlier’ and insert ‘15 days after the last day of the month after receiving the Payment Certificate from the Contractor serving the Payment Claim.

   At the end of clause 42.1 insert:

   The issue of a Payment Schedule under the BIF Act will not in any way waive, effect or alter the rights of the Superintendent to assess a progress claim under this clause, nor will effect or alter the rights of the Principal to prefer to dispute a decision of the Superintendent under this clause, nor will it prevent the Principal from raising such matters as it sees fit, in response to a claim under this contract by the Contractor.

   Clause 42.8 – Final Certificate

   Amend Clause 42.8 as follows:

   In the first sentence of the first paragraph, delete the ‘14 days’ and insert ‘10 Business Days’.

   Insert a new paragraph as follows:

   ‘If the Final Certificate certifies a balance owing by the Principal to the Contractor, the Principal shall pay such balance and release to the Contractor any moneys or security then held by the Principal within 7 Business Days of receipt of the Contractor’s Final Payment Claim whichever is the earlier’ and once receipt of the as constructed documentation has been provided.

   Delete the last paragraph as follows:

   ‘Within 14 days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal shall release to the Contractor any retention moneys or security then held by the Principal’.

   Clause 47.1 – Notice of Disputes

   Insert at the end of the clause the following paragraph:

   ‘The issue of a payment schedule under the BIF Act will not in any way waive, effect or alter the rights of the Principal, nor will it prevent the Principal from raising such matters as it sees fit under a response to a claim under this Contract by the Contractor’.

3. The following Clauses have been added to those of AS 2124-1992:

   Clause 2 Interpretation – New definitions:

   ‘BIF Act’ means the Building Industry Fairness Payment Act 2017 as amended and any of its regulations.

   ‘Business Day’ means a day that is not a Saturday or Sunday or a Public Holiday, special holiday in the place at which the Work under the Contract has been carried out but does not include days during the Christmas / New year period when Council’s Engineering, Construction and Maintenance department is closed.

   ‘Confidential Information’ means any technical, commercial or other information, ideas, concepts, know–how, data, drawings, specifications or designs of any kind:

   (c) owned by the Principal and supplied or made available by the Principal to the Tenderer; or
   (d) created by the Tenderer, from the material supplied or made available to the Tenderer by the Principal for the purposes of submitting the Tender.

   Except where the tender is publicly advertised, the Tenderer must consider the tender and associated information to be Confidential.
Information and must take all reasonable steps to safeguard the confidentiality of that information.

‘Local Government’ means a local government for a local government area declared by regulation under the Local Government Act 2009.

‘Payment Certificate’ includes a ‘payment schedule’ issued pursuant to the BIF Act.

‘Payment Claim’ includes a payment claim for the purposes of the BIF Act.

‘Personal Information’ means Personal Information as defined within the Information Privacy Act 2009 (Qld) as amended from time to time.

‘RTI Act’ means the Right to Information Act 2009.

Clause 49 – Privacy and Personal Information

49.1 If the Contractor collects or has access to Personal Information in order to provide the Goods and/or Services, the Contractor must:
   a) comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 in relation to the discharge of its obligations under this Contract, as if the Contractor was the Principal;
   b) not use Personal Information other than for the purposes of the supply of the Goods and/or performance of the Services, unless required or authorised by law;
   c) not disclose Personal Information without the consent of the Principal, unless required or authorised by law;
   d) not transfer Personal Information outside of Australia without the consent of the Principal;
   e) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;
   f) ensure that its sub-officers and employees do not access, use or disclose Personal Information other than in the performance of their duties;
   g) ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause;
   h) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual’s Personal Information and to privacy complaints; and
   i) comply with such other privacy and security measures as the Principal reasonably advises the Contractor in writing from time to time.

49.2 On request by the Superintendent, the Contractor must obtain from its employees, officers or subcontractors engaged for the purposes of this Contract, an executed deed of privacy in a form acceptable to the Principal.

49.3 The Contractor must immediately notify the Superintendent on becoming aware of any breach or potential breach of this clause.
Section 8 – Proposed Formal Instrument of Agreement

The following Formal Instrument of Agreement will apply to all contracts formed off this invitation process.

BETWEEN

MORETON BAY REGIONAL COUNCIL
ABN 92 967 232 136
PO BOX 159
CABOOLTURE QLD 4510

AND

NAME
ABN
ADDRESS
ADDRESS LINE TWO

Jointly referred to as the “Parties”

Narrations
1. The Contractor submitted to the Principal an offer to perform the Contract Works.
2. The Principal has accepted the Contractor’s offer to perform the Contract Works for the Contract Sum and the Parties desire to evidence their agreement.

It is Agreed

1. The Contract
1.1. The following documents together comprise the Contract (referencing AS2124-1992)
   1.1.1. This Formal Instrument of Agreement
   1.1.2. Schedule 1 – General Conditions of Contract
   1.1.3. Schedule 2 – Scope of Works
   1.1.4. Schedule 3 – List of Specification Documents
   1.1.5. Schedule 4 – List of Drawings
   1.1.6. Schedule 5 – Tenderer’s Submission

   The following documents provided in Tender Document MBRC008580 also form part of this contract:
   1.1.7. Form of Bank Guarantee
   1.1.8. Special Conditions of Contract
   1.1.9. Strathpine - Pine Rivers Park - Wetland Construction Drawings 17-650-201 - 17-650-213
   1.1.10. Geotechnical Investigation Report 18172-001-Rev0
   1.1.11. Construction Specification - Strathpine - Pine Rivers Park - Sediment Basin Works
   1.1.12. General Construction Specification

1.2. The Contract constitutes the entire, final and concluded agreement between the Parties. It supersedes any previous arrangements, correspondence, tenders, representations, proposals, understandings and communications, whether oral or written.

1.3. Any word or expression used in this Instrument of Agreement has the same meaning as defined or otherwise used in the General Conditions of Contract (AS2124-1992) and Special Conditions of Contract.

2. The Contract Sum
   In consideration of the due and proper performance of the Contract by the Contractor, the Principal agrees to pay the Contractor the (GST exclusive) Contract Sum of [Amount in words]
MORETON BAY REGIONAL COUNCIL
Strathpine - Pine Rivers Park - Wetland Construction - MBRC008580

……………………………………………..dollars and ………………………..cents

[Amount in numbers] $...............................................................  ex GST
(or such other amount as may constitute the Contract Sum), in accordance with the Contract.

3. In consideration of the payments to be made to the Contractor by the Principal as hereinafter
mentioned the Contractor hereby covenants with the Principal that the Contractor shall and will duly
execute and complete the said work within and at the times and in the manner subject to the terms
and conditions and stipulation's mentioned in the said contract AND IN CONSIDERATION of the due
execution and completion of the said work the Principal hereby covenants with the Contractor that the
Principal will pay to the Contractor such sums as may become payable to the Contractor under the
provisions of the Contract such payments to be made at such times and in such manner as is
provided in the contract.

IN WITNESS WHEREOF the Parties hereto have duly executed these presents this day and year first
hereinbefore written.

Signed for and on behalf of

Contractor: .................................
ABN: .................................

…………………………………………………………………………………………………………………………………………………………..
Name of authorised representative

in the presence of:

)..........................................................................
Witness

)..........................................................................
Name of Witness

Dated: )...............................................................................

Executed by
MORETON BAY REGIONAL COUNCIL
ABN 92 967 232 136

ANTHONY MARTINI,
Director, Engineering, Construction
And Maintenance, who is the duly
authorised officer in the presence of:

)..........................................................................
Witness

)..........................................................................
Name of Witness

Dated: ).............................................................................
MORETON BAY REGIONAL COUNCIL
Strathpine - Pine Rivers Park - Wetland Construction - MBRC008580

Response Schedule 1 – Form of Tender

Chief Executive Officer
Moreton Bay Regional Council
PO Box 159
CABOOLTURE QLD 4510

I/We ___________________________________________________________.
(registered business name or trading name)

ABN ____________________________________________________________.

Contact Details

<table>
<thead>
<tr>
<th>Postal Address</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Mobile:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person E-mail:</th>
<th>Accounts Receivable Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

being duly qualified and licensed to do so in the State of Queensland, do hereby tender to execute and complete the works/services shown and described in the documentation contained herein, for the sum of:

<table>
<thead>
<tr>
<th>Amount in words</th>
<th>Amount in figures ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Inclusive of all applicable fees and charges (excluding GST)

I/We undertake to complete the works/services within _____ weeks after commissioning, or where applicable, after taking possession of the site, inclusive of “raindays” as per Section 5 Tender Documents – Rainfall Graph for Brisbane Area.

It is acknowledged that this offer is submitted in accordance with the following documents:

Form of Tender, including Schedules
Conditions of Tender
General Conditions of Contract
Special Conditions of Contract
General Specification
Project Specification
Drawings 17-650-201 - 17-650-213
Geotechnical Investigation Report 18172-001-Rev0
Submission Check List
### Section to be completed if Addendum/Addenda Received

<table>
<thead>
<tr>
<th>Number</th>
<th>Received</th>
<th>Number</th>
<th>Received</th>
<th>Number</th>
<th>Received</th>
</tr>
</thead>
</table>

### If a company, please provide the names of individual members of the company

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Position in Company</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### List any proposed departures from MBRC’s Terms and Conditions

<table>
<thead>
<tr>
<th>Details</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Details of Tenderer

<table>
<thead>
<tr>
<th>Details of Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td>Position in Company:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Details of Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td>Position in Company:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
Response Schedule 2 – Insurance Certificates

Please complete the following table and include a copy of your insurance certificates in your submission.

<table>
<thead>
<tr>
<th>Work Cover Insurance Details</th>
<th>Public Liability Insurance ($20,000,000 minimum required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number:</td>
<td>MBRC must be named as an “Interested Party”</td>
</tr>
<tr>
<td>Organisation:</td>
<td></td>
</tr>
<tr>
<td>Policy Number:</td>
<td></td>
</tr>
<tr>
<td>Expiry Date:</td>
<td>Amount Insured:</td>
</tr>
<tr>
<td></td>
<td>Expiry Date:</td>
</tr>
</tbody>
</table>

Contract Works Insurance will be required for this project, detailing the Project Name, Contract Number, and Contract Value. Evidence of Insurance must be submitted by the successful contractor prior to being granted Possession of Site. Insurance will be to the value of the project. Expenses incurred will be the responsibility of the Contractor.
Response Schedule 3 – Bill of Quantities

Refer to Excel Spreadsheet provided
Response Schedule 4 – Company Financial Profile

Relates to the financial position of the entity and its ability to complete the project under different financial scenarios. This criterion will be assessed by the evaluation panel and include a third party financial report for an assessment of “satisfactory” or higher, determined from two recent audited financial years. Suppliers need to detail company structure and list associated company entities. Suppliers who do not pass this criterion will not progress to the next evaluation phase.

### Details of Business

<table>
<thead>
<tr>
<th>Business Name(s)</th>
<th>Company Structure/Name(s)</th>
</tr>
</thead>
</table>

### Details of Company Owner/s, Director/s or Partner/s

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title (e.g. Partner, Owner etc)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Details of Financial Status

<table>
<thead>
<tr>
<th>Description</th>
<th>Financial Year ending 30/6/2017</th>
<th>Financial Year ending 30/6/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Profit After Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank Overdraft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Liabilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Response Schedule 5 – Methodology / Strategy

This criterion relates to how the company proposes to deliver the project and deal with associated issues during investigation and/or construction. Any particular strategies proposed to achieve the intended outcomes in a manner more advantageous to Council.

Please provide details of the key steps for delivering this project, including any particular strategies or methods that may be considered beneficial to the Council and the Community:

Traffic and Pedestrian Management:

Workplace Health and Safety:
Specifically, detail company’s controls, polices, procedures in place to manage high risk work including but not limited to lifting, working adjacent to traffic and mobile plant, deep excavations and temporary works such as shoring, dewatering etc.

Environmental:

Program of Works:

Construction Method of Works:

Inspection / Close out:
Response Schedule 6 – Company Experience And Capability

Describes recently completed projects that are similar to this project. Demonstrates Company Capability including financial, this criterion will be assessed by the evaluation panel and include a third party financial report for an assessment of “satisfactory” or higher.

Please complete the table below. Outline three recently completed projects that are of a similar nature to the project described within this quotation/tender documents.

**Project One:**

<table>
<thead>
<tr>
<th>Name of Project:</th>
<th>&gt;&gt;Insert name of Project&lt;&lt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Project was completed</td>
<td>&gt;&gt;Insert date Project was completed&lt;&lt;</td>
</tr>
<tr>
<td>Total Value of Project</td>
<td>&gt;&gt;Insert total value of Project&lt;&lt;</td>
</tr>
<tr>
<td>Reference</td>
<td>&gt;&gt;Insert of contact person for reference&lt;&lt;</td>
</tr>
<tr>
<td>Reference phone number</td>
<td>&gt;&gt;Insert phone number of referee&lt;&lt;</td>
</tr>
<tr>
<td><strong>Key Personal who completed the project and percentage of time committed to the project:</strong></td>
<td>&gt;&gt;Insert Name&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;Insert Name&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;Insert Name&lt;&lt;</td>
</tr>
<tr>
<td></td>
<td>&gt;&gt;Insert Name&lt;&lt;</td>
</tr>
</tbody>
</table>

**Provide a description of the project:**

...
**Project Two:**

<table>
<thead>
<tr>
<th>Name of Project:</th>
<th>&gt;&gt;Insert name of Project&lt;&lt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Project was completed</td>
<td>&gt;&gt;Insert date Project was completed&lt;&lt;</td>
</tr>
<tr>
<td>Total Value of Project</td>
<td>&gt;&gt;Insert total value of Project&lt;&lt;</td>
</tr>
<tr>
<td>Reference</td>
<td>&gt;&gt;Insert of contact person for reference&lt;&lt;</td>
</tr>
<tr>
<td>Reference phone number</td>
<td>&gt;&gt;Insert phone number of referee&lt;&lt;</td>
</tr>
<tr>
<td>Key Personal who completed the project and percentage of time committed to the project:</td>
<td>&gt;&gt;Insert Name&lt;&lt;</td>
</tr>
<tr>
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<td>&gt;&gt;Insert Name&lt;&lt;</td>
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<td>&gt;&gt;Insert Name&lt;&lt;</td>
</tr>
</tbody>
</table>

**Provide a description of the project:**
**Project Three:**

<table>
<thead>
<tr>
<th><strong>Name of Project:</strong></th>
<th>&gt;&gt;Insert name of Project&lt;&lt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date Project was completed</strong></td>
<td>&gt;&gt;Insert date Project was completed&lt;&lt;</td>
</tr>
<tr>
<td><strong>Total Value of Project</strong></td>
<td>&gt;&gt;Insert total value of Project&lt;&lt;</td>
</tr>
<tr>
<td><strong>Reference</strong></td>
<td>&gt;&gt;Insert of contact person for reference&lt;&lt;</td>
</tr>
<tr>
<td><strong>Reference phone number</strong></td>
<td>&gt;&gt;Insert phone number of referee&lt;&lt;</td>
</tr>
<tr>
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<td>&gt;&gt;Insert Name&lt;&lt;</td>
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</table>

**Provide a description of the project:**
Response Schedule 7 – Environmental Considerations

This criterion relates to the quality and substance of the Environmental Management Plan submitted and track record of previous practices.

Please attach a copy of the company’s Environmental Plan or Manual if available. In addition, please provide details on the company’s view on environmental matters (in particular recycling, reinstatement and management of the site during construction) as it specifically relates to this project.
Response Schedule 8 – Safety Track Record

Must provide a company safety policy statement and a sample safety plan template.

This criterion relates to the importance the provider places on safety matters, past events and safety policy / plan adopted. Also considers the quality of the safety plan where applicable.

Please attach a copy of the company’s adopted Safety Policy (or a précis if too extensive) if available. In addition, please provide particular safety issues specifically identified in relation to this project.
## Response Schedule 9 – Submission Checklist

<table>
<thead>
<tr>
<th>Check List Questions</th>
<th>Have you met this requirement:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Have you submitted your tender in one PDF document and one excel document only</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>2 Have you read and understood the Conditions of Contract AS2124-1992</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>3 Have you read and understood the Description of Works in Section 1?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>4 Have you completed the Form of Tender?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>5 Have you read, understood and acknowledged all addendums to this Tender?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>6 Have you addressed all Evaluation Criteria in your submission?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>7 Have you completed provided a copy of your insurance certificates?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>8 Have you provided a Bill of Quantities in Excel Format?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>9 Have the appropriate members of your company signed your submission?</td>
<td>Yes □ No □</td>
</tr>
<tr>
<td>10 Do you have any departures from MBRC’s Terms and Conditions (note conditions must be listed in Response Schedule 1)?</td>
<td>No □ Yes □</td>
</tr>
</tbody>
</table>