## CONDITIONS OF TENDER

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<th>Request for Tender (RFT)</th>
<th>Design and Construction of Water and Waste Water Pipeline</th>
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PART 1

1. DEFINITIONS

1.1 In these Conditions of Tender, except where the context otherwise requires:


‘Conditions of Tender’ means these Conditions of Tender.

‘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.

‘Contact Person’ means Ashleigh Morrow, Maintenance Engineer.

‘Contract’ has the meaning given in the General Conditions of Contract.

‘Contract Price’ has the meaning given in the General Conditions of Contract.

‘Contractor’ has the meaning given in the General Conditions of Contract.

‘General Conditions of Contract’ means the General Conditions of Contract comprising Part 4 of the Request for Tender.

‘GST’ has the meaning given in the General Conditions of Contract.

‘Letter of Acceptance’ has the meaning given in the General Conditions of Contract.

‘Local Government’ has the meaning given in the General Conditions of Contract.

‘Personal Information’ has the meaning given in the Information Privacy Act 2009.

‘Principal’ means Southern Downs Regional Council.

‘Relevant Person’ means the Tenderer and each person engaged in the preparation of a Tender on behalf of the Tenderer.

‘Request for Tender’ or ‘RFT’ see Clause 2.1.

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

‘Site’ has the meaning given in the General Conditions of Contract.

‘Special Conditions of Contract’ means the Special Conditions of Contract (if any) comprising Part 5 of the Request for Tender.

‘Specification’ means the Specification comprising Part 2 of the Request for Tender, including any amendment or addition to the Specification.

‘Tender’ means a tender lodged in response to the Request for Tender.

‘Tenderer’ means any person lodging a Tender.

‘Tender Response’ means the Tender Response comprising Part 3 of the Request for Tender, including any templates or attachments to be completed and included in a Tender.

‘Work’ has the meaning given in the General Conditions of Contract.

2. STRUCTURE OF REQUEST FOR TENDER

2.1 The documents comprising the Request for Tender are, collectively:

(a) Part 1 – Conditions of Tender (read and keep this part); and

(b) Part 2 – Specification (read and keep this part); and
2.2 All parts of the Request for Tender must be read and construed together so that all parts are as far as possible consistent. Where the documents are inconsistent, the documents should be read and construed in the order of priority from document (a) to (d) as follows:

(a) Conditions of Tender;
(b) Specification;
(c) General Conditions of Contract;
(d) Tender Response.

2.3 The Request for Tender is not an offer. The Request for Tender is an invitation for persons to submit an offer for the execution and completion of the Work particularised in the Specification.

3. TENDER BRIEFING/SITE INSPECTION

3.1 Attendance at this meeting to discuss the Request for Tender is mandatory.

3.2 Tenderers are required to attend a tender briefing/site inspection on Tuesday, 28th March 2017 at 10AM.

3.3 The location of the meeting is Depot Road, WARWICK QLD 4370.

3.4 The briefing/site inspection will provide Tenderers with the opportunity to clarify any uncertainties with the Contact Person prior to the Closing Time.

3.5 Please confirm with the Contact Person, Ashleigh.Morrow@sdrc.qld.gov.au, your attendance at this meeting no later than Friday 24th March 2017.

3.6 Failure to attend this briefing/site inspection will render the Tenderer ineligible to Tender.

4. OBTAINING INFORMATION

4.1 The Principal will provide the Tenderer with the Request for Tender. No fee is payable for the supply of the Request for Tender.

4.2 Any additional information required by a Tenderer may be obtained from the Contact Person.

4.3 Tenderers must not direct requests for information to, or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Person.

4.4 The Principal will not be bound by any advice or information furnished by a Councillor or officer of the Principal with respect to the Request for Tender.

4.5 Information provided to the Tenderer by or on behalf of the Principal:

(a) will be provided for the convenience of the Tenderer only, and, unless expressly incorporated into the Contract, will not form part of the Contract; and

(b) is not warranted or represented by the Principal as accurate, correct or adequate.

4.6 If the Principal makes information available to a Tenderer, the Principal reserves the right to distribute the information to each Tenderer who has obtained a copy of the Request for Tender from the Principal.

4.7 If requested by the Principal, the Tenderer must:

(a) provide further information relating to the Tender; and

(b) give a presentation at a time and place nominated by the Principal:

(i) to demonstrate the Tenderer's financial substance, technical capabilities and resources; and
(ii) to demonstrate its ability to comply with the terms and conditions of the Contract; and

(iii) in relation to anything else relative to the Tender; and

c) allow the Principal and its agents to inspect any facility or equipment the Tenderer proposes to use in complying with the terms and conditions of the Contract; and

d) authorize the Principal and its agents (in writing, if required) to contact any referee nominated by the Tenderer; and

e) authorize the Principal (in writing, if required) to obtain information about the Tenderer, particularly information relevant to the Tenderer’s ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.

4.8 The Principal may provide information to Tenderers in electronic format, in addition to the hard copy format.

4.9 Where there is an inconsistency between the information in the electronic format and the hard copy information, the latter prevails.

5. RESPONSIBILITIES OF TENDERER

5.1 Before submitting its Tender, each Tenderer must:

(a) carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of tendering for the Contract; and

(b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender; and

(c) inform itself of the nature of the obligations it must discharge under the Contract; and

(d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Tenderer to discharge its obligations under the Contract; and

(e) not rely upon information provided by or on behalf of the Principal; and

(f) independently verify any information provided by or on behalf of the Principal, and satisfy itself that the information is adequate and accurate; and

(g) satisfy itself that the information in its Tender is accurate and complete; and

(h) satisfy itself that its Tender complies in all respects with the requirements of the Conditions of Tender; and

(i) independently examine the Site and the sub–surface conditions of the Site.

5.2 In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Tenderers having complied with the requirements of Clause 5.1.

5.3 Failure to comply with any requirement in Clause 5.1 will not relieve the relevant Tenderer of responsibility to complete the Contract in accordance with its terms, and in particular, the price or rate tendered by the Tenderer.

5.4 The Principal will not be responsible for the payment of any expenses or losses incurred by the Tenderer in:

(a) attending any briefing or site inspection under Clause 3; or

(b) preparing and lodging its Tender; or

(c) participating in any post Tender activities.

5.5 A Tender will not be considered if the Tenderer or anybody on its behalf offers or gives anything to:
6. FORMAL REQUIREMENTS

6.1 The Tender must be submitted in writing in the form of the Tender Response.

6.2 The Tender Response must be fully completed, and include all supporting documents and materials required by both the Conditions of Tender and the Tender Response.

6.3 The Tender Response must contain the Tenderer’s:
   (a) full name; and
   (b) Australian Business Number; and
   (c) address and facsimile number for the service of notices.

6.4 If the Tenderer operates as a firm, the Tender Response must contain:
   (a) the full names and addresses of each member of the firm; and
   (b) the business name under which the firm trades; and
   (c) the firm’s address and facsimile number for the service of notices; and
   (d) the firm’s Australian Business Number.

6.5 If the Tenderer is a corporation, the Tender Response must contain details of the corporation’s:
   (a) name; and
   (b) business name (if applicable); and
   (c) Australian Business Number; and
   (d) registered office; and
   (e) address and facsimile number for the service of notices; and
   (f) the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Tender.

6.6 If the Tenderer is a consortium or a joint venture, the Tender Response must contain details of:
   (a) the name of each member; and
   (b) the structure of the consortium or joint venture, including the proposed managerial structure; and
   (c) the role to be played by each member in complying with the terms and conditions of the Contract; and
   (d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.

6.7 The Tender Response must be duly executed in a manner that binds the Tenderer.

6.8 The Contract Price in the Tender Response must be:
   (a) in Australian dollars; and
   (b) unless otherwise specified in the Tender Response, GST inclusive.

6.9 A Tenderer must provide an electronic executed copy of its Tender. Any brochure or pamphlet which forms part of a Tender must be attached to the Tender.
6.10 The Tenderer must:
(a) number consecutively each page of its Tender; and
(b) include an index in the Tender.

6.11 The identity of the Tenderer is fundamental to the Principal. For the purposes of a Tenderer’s Tender, the Tenderer is the person, persons, corporation or corporations:
(a) who is named as the Tenderer in the Tender Response; and
(b) who has duly executed the Tender Response in a manner that binds the Tenderer.

6.12 All prices offered by the Tenderer are to be fixed for the term of the Contract. Unless otherwise indicated, prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender Response as being additional will not be allowed as a charge for any transaction under any resultant Contract.

6.13 Where an Act of the State of Queensland requires that a person be registered or licensed to carry out the Work, the Tenderer must state in the Tender Response in the space provided, its registration or license number. A Tender may be rejected if the Tenderer fails to provide such registration or license number.

6.14 Monetary values that appear in the Tender Response, such as provisional sums, prime cost amounts, value of Principal supplied items, etc are net values. They do not include GST.

6.15 The Contract is not subject to adjustment for site allowances.

7. CONFORMING AND NON-CONFORMING TENDERS

7.1 A Tenderer may lodge non-conforming Tenders only if it has lodged a conforming Tender.

7.2 Each non-conforming Tender must be accompanied by a clear summary of all points of difference between the non-conforming Tender and the conforming Tender.

7.3 Each non-conforming Tender must be submitted on a separate Tender Response.

7.4 A Tender may be considered as non-conforming if the Tenderer has failed to supply any of the information required by the Conditions of Tender, does not comply with any of the requirements of the Conditions of Tender or has been lodged subject to any condition or qualification.

7.5 If more than one conforming Tender is lodged, each Tender must be accompanied by a clear summary of all points of difference between each conforming Tender.

7.6 The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Conditions of Tender.

8. LODGEMENT OF TENDER

8.1 Each Tender must be submitted on line through LG Tender box website (www.lgtenderbox.com.au), addressed to:

“Chief Executive Officer
Southern Downs Regional Council”

and clearly marked with the number and title of the Tender as shown on the front cover of the Conditions of Tender.

8.2 Where a Tenderer lodges a non-conforming Tender:
(a) the conforming and non-conforming Tenders must be submitted separately; and
(b) the non-conforming Tender must be clearly marked, “ALTERNATIVE TENDER” (in addition to being marked in conformity with Clause 8.1).

8.3 Tenders must be in the electronic Tender Box by the Closing Time.

8.4 The Principal may extend the Closing Time at its discretion.
8.5 A Tender will not be accepted if it is submitted only:
(a) by facsimile; or
(b) in hard copy

8.6 A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.

8.7 A Tender is irrevocable for 90 days after the Closing Time.

8.8 The period in Clause 8.7 may be extended by mutual agreement between the Tenderer and the Principal.

8.9 Each Tender constitutes an offer by the Tenderer to the Principal to execute and complete the Work required under, and otherwise to satisfy the requirements of, the Specification on the terms and conditions of the Contract.

9. OPENING OF TENDERS

9.1 Tenders will be opened after the Closing Time.

9.2 Tenders will not be opened publicly.

10. TENDER EVALUATION PROCESS

10.1 Tenders will be evaluated by reference to the sound contracting principles in section 104 of the Local Government Act 2009, namely:
(a) value for money; and
(b) open and effective competition; and
(c) the development of competitive local business and industry; and
(d) environmental protection; and
(e) ethical behaviour and fair dealing.

10.2 Each Tender will be evaluated using the information provided in the Tender Response.

10.3 If a Tender Response for a Tender is not fully completed or does not include all supporting documents and materials required by the Conditions of Tender or the Tender Response, the Tender may be rejected.

10.4 In evaluating Tenders, the Principal may:
(a) require presentations from Tenderers; and
(b) conduct interviews with Tenderer’s staff and subcontractors; and
(c) contact Tenderers’ referees; and
(d) investigate a Tenderer’s structure and management, and that of any relevant subsidiary or related corporation; and
(e) make its own assessment of the Tenderer’s ability to comply with the terms and conditions of the Contract at the tendered price; and
(f) verify that the Tenderer holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract.

10.5 Tenderers must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Tenders.

10.6 Compliance criteria for the Request for Tender are specified in Item 3.1 of the Tender Response. Each Tender will be assessed on a Yes/No basis as to whether each of the
compliance criterion is satisfied by the Tenderer or not. If a Tender Response is assessed as “No” in respect of a criterion, the Tender may be rejected.

10.7 Qualitative criteria for the Request for Tender are specified in Item 3.2 of the Tender Response. The qualitative criteria may be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the execution and completion of the Work. Each Tenderer must address each of the qualitative criteria specified in Item 3.2 of the Tender Response. If a Tenderer fails to address any of the qualitative criteria in Item 3.2 of the Tender Response, its Tender may be rejected.

10.8 The weighted price method is used where price is considered to be crucial to the outcome of the Contract. The price is then assessed with quality.

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<th>Weighting</th>
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<tbody>
<tr>
<td>Tendered price</td>
<td>30%</td>
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11. CLARIFICATIONS AND VARIATIONS

11.1 The Principal may issue to Tenderers before the Closing Time:
(a) additional information; and
(b) information clarifying or correcting information previously provided,
to assist them in preparing their Tenders.

11.2 If the Principal issues information to Tenderers under Clause 11.1, each Tenderer must take the information into account in the preparation of its Tender.

11.3 After the Closing Time, the Principal may (without limiting its options):
(a) request clarification or further information from any Tenderer; and
(b) invite all Tenderers to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; and
(c) negotiate with one or more Tenderers upon any aspect of their Tenders.

12. COMMISSIONS AND INCENTIVES

12.1 A Tender will not be considered if anybody offers or gives anything to a Councillor of the Principal, or any officer or agent of the Principal, as an inducement for the purpose of seeking to influence the manner in which the Tender is evaluated or the Contract awarded.

13. CONFIDENTIALITY

13.1 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.

13.2 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.
13.3 The Tenderer’s obligation under this Clause 13 continues after closure of tenders and award of the Contract.

13.4 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.

13.5 Failure or delay by the Principal in enforcing strict compliance with this Clause 13 or pursuing a remedy under this Clause 13 will not constitute a waiver or implied variation of the entitlement or remedy.

13.6 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.

14. ACCEPTANCE OF TENDER

14.1 The Principal will not be bound to accept the lowest or any Tender.

14.2 The Principal may accept a Tender from a Tenderer by giving written notice in the form of a Letter of Acceptance to the Tenderer who submitted the Tender to the Principal.

14.3 The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Tenderer.

14.4 When the Contract comes into existence the Tenderer becomes the Contractor for the purposes of the General Conditions of Contract.

14.5 The Principal reserves the right to accept a Tender in part or in whole.

15. RIGHT TO INFORMATION AND DISCLOSURE

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

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 provided by the Tenderer is potentially subject to disclosure to third parties pursuant to the RTI Act.

15.4 If disclosure under the RTI Act, or general disclosure of information provided by the Tenderer, would be of substantial concern to the Tenderer, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, including Personal Information, this should be indicated by the Tenderer in its Tender. The Principal cannot guarantee that any information provided by the Tenderer will be protected from disclosure under the RTI Act.

15.5 The Tenderer must familiarise itself with the relevant provisions of the RTI Act dealing with the requirements for disclosure of information by agencies, and the grounds on which access to information may be refused.

15.6 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the RTI Act.

15.7 The Principal reserves the right to disclose, by publication by means of media of its choosing upon award of any contract details of the name and address of the Contractor, a description of the relevant goods, services or goods and services, the commencement date of the Contract and the Contract Price or value.
16. OWNERSHIP OF TENDERS

16.1 Each Tender Response (including all supporting documentation and materials submitted by a Tenderer as part of, or in support of, a Tender) becomes the property of the Principal on submission and will not be returned to the Tenderer.

16.2 However, the Tenderer shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.

16.3 The Principal may reproduce the Tender for the purposes of evaluation.

17. INFORMATION PRIVACY

17.1 The Principal is bound by the provisions of the *Information Privacy Act 2009*.

17.2 By submitting a Tender, the Tenderer warrants that it has obtained the consent of each individual whose Personal Information is included in the Tender for:

(a) the inclusion of their Personal Information in the Tender; and

(b) the use of the Personal Information by the Principal for the purpose of evaluating and awarding the Tender; and

(c) the disclosure of the Personal Information to other parties (including professional advisors) as may be involved in assisting the Principal with the evaluation of the Tender.

17.3 The Tenderer must indemnify the Principal against any claim, damage or loss (including legal costs and expenses) that the Principal may incur as a consequence of a breach by the Tenderer of the warranty in Clause 17.2.

17.4 Any Personal Information exchanged between the Tenderer and the Principal must be dealt with in accordance with the *Information Privacy Act 2009*.

17.5 The Tenderer must immediately notify the Principal upon becoming aware of any breach of this Clause 17.

18. POLICIES PARTICULAR TO THE PRINCIPAL

18.1 Tenders will be evaluated by reference to criteria which are particular to the Principal as follows:

(a) SDRC Procurement Policy

19. IN–HOUSE TENDERS

19.1 The Principal reserves the right to submit an in-house Tender.
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1 INTRODUCTION

1.1 SCHEDULE OF RATES CONTRACT

This shall be a Schedule of Rates Contract for the design development, supply, construction and testing of raw water and wastewater pipeline, associated fittings and pump stations for Morgan Park Recreation Precinct and Industrial Estate, comprising of the following, at a minimum:

- 5.4 km of raw water main from existing Connolly Dam water main to Morgan Park and Grove Avenue in the Industrial Estate,
- 2.6 km gravity wastewater main, pump station, and 1.5 km rising main from Morgan Park into Kenilworth Street.

1.2 SUPPLY OF PLANT, LABOUR, EQUIPMENT AND MATERIALS

The Contractor shall be responsible for supply of all plant, labour, equipment and materials. The rates tendered by the Contractor shall include the cost of supplying all fittings, valves, shield pipes, valve boxes, precast pits/manholes and lids, marker posts, concrete, embedment material, pump station, switchboard, etc, and shall include the cost of supplying all tools, appliances, lifting gear, etc. and shall also include all freight handling charges for the materials supplied by the Contractor, etc, and labour of whatsoever description to complete this contract to the satisfaction of the Principal.

1.3 CONTRACTOR’S REPRESENTATIVE

Prior to commencement of work, the Contractor shall nominate in writing a Contractor’s representative for the project. This representative shall be responsible for administering the Contract on behalf of the Contractor and for responding to all matters referred to by the Authorised Officer.

The Contractor’s representative and the Design Consultant will maintain weekly communication with the Authorised Officer. Where specific issues arise or otherwise as requested by the Principal the Contractor’s representative and the Consultant shall attend additional meetings. The Contractor’s representative and the Consultant shall attend all meetings with relevant staff at no cost to the Principal.

2 BACKGROUND INFORMATION

Morgan Park is located south of Warwick with an approximate extent of 600 hectares used for sporting and recreational purposes. Irrigation water has become one of the major requirements to maintain the fields within acceptable standards. Drag Racing, Horse Trails, Polocrosse, Dirt Bike, Sporting Car club are the users of this service. The Polocrosse Club and the Dirt Bike Club are the two major users. It is understood that the Polocrosse Club uses most of the water to irrigate approximately 8.5Ha of playing fields, and the Dirt Bike Club uses the water for dust suppression before, during and after events.

Council has been funded money by the State Government to complete these projects, on the basis that they are delivered by the contracted timeframe.

2.1 WATER CONSUMPTION
The project will supply untreated dam water from the Connolly Dam pipe line at Smelter Road through the Morgan Park complex to the Industrial Estate at Kenilworth Street. The untreated dam water may be used for irrigation, animal/equipment/vehicle wash down, toilets and dust suppression. The industrial estate may utilise the untreated water for vehicle wash-down, toilets and dust suppression.

Current Irrigation water use per year is currently as follows:
- Polocrosse: 12 ML
- Dirt Bike: 2.0 ML
- Horse Trails: 1.1 ML
- Drag Racing & Sporting Club 0.8 ML

Currently Morgan Park customers effectively use 10% of the land. There is a great potential for expansion of the services and sporting facilities and recreations in the area if adequate water is available for irrigation in the expanded area. Due to the expanding nature of the residential and industrial properties in the area, increasing the drinking water supply to Morgan Park will not be available.

2.1.1 Optional Scope of Works

Future provisions are to be allowed to supply raw water to Carr Farming on Cullendore Road, approximately 10km from Morgan Park to their nearest property on Old Stanthorpe Road. Carr Farming is a chicken farm, where hatchlings are grown. The supply of raw water to their property will offer a secure alternative to their existing water source.

Current peak demand for the facility is approx. one (1) Megalitre of water per day. In order to offer a sustainable alternative supply, Carr Farming would require approximately 250 to 300 Megalitres of raw water per year.

Onsite dam storage is available on the property fronting Old Stanthorpe Road, with approximately 100 Megalitres of storage.

A cost estimate is to be prepared under this contract as a separate item for both design and construction for this option.

2.2 SEWER DISPOSAL

There is no reticulated wastewater network available in Morgan Park. The following outlines the sporting clubs operating in Morgan Park, that currently manage their own wastewater through septic tank systems or other treatment procedures:
- Warwick Polocrosse Club
- Warwick & District Dirt Bike Club
- Warwick Drag Racing Association
- Warwick Horse Trails
- Warwick Aero Modellers
- Warwick & District Sporting Car Club

Currently Warwick Polocrosse is at capacity with their sewerage disposal. This project will assist greatly with upcoming events such as the 2019 World Cup. The majority of clubs located at Morgan Park have indicated they would connect to a new sewerage system due to the limited capacity of their current septic systems. The Morgan Park complex hosts events all year round and directly contributes to the economy of the region.
The Existing Wastewater network ends at the corner of Kenilworth Street and Fifth Avenue. The new network will be required to cater for the final stage of the Industrial Estate, which is approximately seven (7) commercial sites.

3 SCOPE OF THE WORK

3.1 AIM

The desired outcome is to install new pipeline infrastructure that can last for a minimum of 100 years to supply raw water and wastewater to Morgan Park Recreation Facility, Old Stanthorpe Road, Warwick.

The Benefits of this project are:
- Provide an alternative to treated drinking water for recreational purposes in industrial estate.
- Supply Morgan Park with a reliable source of water for irrigation.
- Transfer ongoing maintenance burden from Sports Clubs to Council for annual charges.
- Improved collection and long term management of wastewater operations from sports clubs.
- Increase availability of land for other uses (to support future growth of Sports Clubs) from elimination of septic tank systems
- Increased employment during construction of the project
- Support the economic development in the area.

3.2 OBJECTIVES

This RFT provides applicants the opportunity to submit a tender for the following:
- Undertake investigations and provide options analysis, cost estimation, the detailed design and documentation to supply raw water and wastewater to Morgan Park Recreation Facility.
- Undertake construction of the above mentioned designed infrastructure.

Southern Downs Regional Council have provided a proposed Raw Water and Wastewater alignment for the consultant to review and consider, in Appendix A and B.

Key outcomes of the activity are:
1. Capability to meet the scope with quality; and
2. Ability to deliver the two projects with a completion date of 30th October 2017.

3.3 IN SCOPE

The scope of work for raw water to Morgan Park will include, but not limited to:
- Prepare a detailed design and construction schedule, outlining timeframes, hold points and milestones.
- Locate the existing infrastructure of the pipe line and any other services that may impact on pipe works.
- Identify the appropriate level of current and future water requirements / demand.
- Investigate and recommend options to meet the required water demand.
- Investigate and specify all risks associated with this implementation.
- Undertake feature survey and level survey along the most suitable and selected pipe alignment.
- Prepare the longitudinal survey plan of the pipe alignment.
• Hydraulic design to cater for current and future water demands considering the scenario of the supply is by gravity or combination of gravity and pumping.
• If pumping options recommended then identify the appropriate system curve of the pump and type of pumps to use for this purpose.
• Select the appropriate pipe size to satisfying the value for money principle.
• Select the most suitable pipe material considering the environmental issues and operability, safety in designs and constructability.
• Design the pipe with associated infrastructure to satisfy the relevant Australian Standards, WSSA water codes and guidelines.
• Design the connection to existing 375 AC raw water main from Connolly Dam Road.
• Prepare and submit applications to applicable external authorities.
• Prepare the detailed construction costings, including the cost for risk management.
• Prepare required construction documents, including the communication schedule.
• Submission of ‘As Constructed’ drawings.

The Scope of work for sewer extension for Morgan Park will include, but not limited to:

• Prepare a detailed design and construction schedule, outlining timeframes, hold points and milestones.
• Locate the existing infrastructure and any other services that may impact on works.
• Identify the appropriate level of current and future wastewater requirements / demand.
• Investigate and recommend options to meet the required wastewater demand.
• Investigate and specify all risks associated with this implementation.
• Undertake feature survey and level survey along the most suitable and selected pipe alignment.
• Prepare the longitudinal survey plan of the pipe alignment.
• Hydraulic design to cater for current and future wastewater demands.
• Select the appropriate pipe size to satisfying the value for money principle.
• Select the most suitable pipe material considering the environmental issues and operability, safety in designs and constructability.
• Design the pipe with associated infrastructure to satisfy the relevant Australian Standards, WSAA codes and guidelines.
• Prepare and submit applications to applicable external authorities.
• Prepare the detailed construction costings, including the cost for risk management.
• Prepare required construction documents, including the communication schedule.
• Submission of ‘As Constructed' drawings.

3.4 OUT OF SCOPE

• Feasibility report or business case development.
• Surveying and designs for easement.

4 SPECIFIC REQUIREMENTS OF THE CONTRACT

4.1 CONTRACT STAGES

STAGE 1 – Design development and acceptance of Detail Design Drawings and Specification
4.2 STAGE 1 – Design and Acceptance of Design

The Contractor shall be responsible for all works necessary for the completion of the design. This includes but is not limited to:

- site survey including a cadastral survey, in accordance with Section 75 of The Surveyors Act 2003, to locate property boundaries adjacent to the pipeline;
- obtaining Dial Before You Dig (DBYD) information;
- geotechnical investigation;
- confirmation of location of other utilities, including private water pipe road crossings;
- obtaining all approvals (Council and other), including preparing the required plans on behalf of Council;
- coordination with relevant agencies and authorities;
- production of a detailed design;
- approval of design by Registered Practicing Engineer of Queensland (RPEQ).

The Contractor shall take all necessary steps to ensure that the survey, DBYD information and other information from site investigations for the design is accurate. The Contractor shall be responsible for all costs associated with services and utilities that are out of position and may have been identified by reasonable investigations by the Contractor.

Prior to commencement of the design, a detailed design schedule is to be submitted to the Authorised Officer for review.

Unless otherwise agreed the design process is:

4.2.1 Step 1 – Prepare Draft Design

As per the approved design schedule, the contractor shall produce a draft design (complete to 90%). If an Administering Authority takes longer than 15 working days to respond to an application from the Contractor for an approval or permit, then the delay will be treated as a latent condition under the contract. The draft design shall be submitted to the nominated Authorised Officer for review and comment. The Contractor shall provide:

- 2 hardcopies of all plans (A3);
- A copy of all relevant approvals/applications.

Prior to commencement of the design, the Contractor shall organise a risk assessment/management workshop. The workshop will outline all of the risks associated with the design and construction stages of the project, and will include all associated stakeholders. A risk register is to be maintained throughout the contract.

4.2.2 Step 2 – Review

The Authorised Officer shall return the marked up design (1 set of drawings) or comments to the Contractor within five working days. Dependent on the quantum of amendments identified, the Authorised Officer will nominate whether a further draft design is required or a final for approval by the Principal.
4.2.3 Step 3 – Final Design

The Consultant shall amend the design and resubmit it to the Authorised Officer for further review or approval as per the approved design schedule. The consultant shall supply 1 hard copy of the drawings package and one electronic copy in PDF format and AutoCAD format free of any passwords or security protection.

Final drawings submitted for approval to the Authorised Officer are to be certified by a Registered Professional Engineer of Queensland on behalf of the Contractor as being fit for the purpose for which they are intended. Certification by a Registered Professional Engineer of Queensland RPEQ must:

- be on each approved drawing;
- contain signature in blue ink;
- contain printed name of the RPEQ;
- include the RPEQ number;
- include date of approval; and,
- include the company details.

4.2.4 Step 4 – Issue for Construction

If no further amendments are required, drawings shall be accepted by the Principal and issued for construction within five working days of receipt from the Contractor. One copy shall be returned to the Contractor with written acceptance of design by the Principal.

4.2.5 No Duty to Review

The Principal owes no duty to the Contractor to review the design submitted by the Contractor for errors, omissions or compliance with the Contract. No comments or acceptance will relieve the Contractor of liabilities and responsibilities relating to any design completed by them.

4.2.6 Structural Design

All structures shall be designed to comply with relevant Australian Standards.

4.3 STAGE 2 - Construction

4.3.1 General

The Contractor shall complete construction works as outlined in this specification and all attachments and in accordance with the approved design and all relevant standards.

4.3.2 Basic Construction Process

Unless otherwise agreed the basic steps in the construction are:

- Drawings issued for construction by the Principal.
- Site access/possession – The Principal will notify approval of site possession in writing.
• Contractor provides Authorised Officer a soft copy of construction schedule.
• Undertake an on-site meeting to review the proposed works with Authorised Officer five working days before work starts on-site. Site meeting must be attended by Contractor’s on-site construction supervisor responsible for delivery of the work. The Contractor shall identify the proposed alignment and proposed construction methodology.
• Works on-site.
• Maintain, at a minimum, weekly verbal communications, and fortnightly progress reports via email with the Authorised Officer.
• Practical completion.

4.3.3 Practical completion

Work under the Contract shall be considered practically completed when all of the following has occurred.

• All works identified in this specification and attachments have been completed.
• Pressure testing has been completed and passed in accordance with WSAA Standard.
• CCTV report on the wastewater network has been provided and passed.
• “As Constructed” drawings have been completed and provided to the Contract Manager (1 electronic copy). All “As Constructed” drawings are to be signed off by the Contractor’s RPEQ. The Contractor’s Quality documentation should include an inspection record to demonstrate that appropriate RPEQ inspections have occurred.
• The Contractor must provide a Certificate of Compliance to the Principal.
• The Authorised Officer will conduct a site inspection within 10 working days of receipt of “As Constructed” drawings. The Contractor will be notified by e-mail of any defects.
• The Contractor will repair all defects identified by the Authorised Officer within 10 working days unless otherwise agreed by the Principal.

4.4 STAGE 3 - Final Acceptance

4.4.1 Defects Liability Period

Defects liability is fifty-two (52) weeks after the Date of Practical Completion. The Contractor shall be responsible for the repair of all defects during this period as directed by the Principal. The defects liability period recommences on completion of repairs for the area that is subsequently repaired.

4.4.2 Final Acceptance

Final acceptance shall be reached on completion of the defects liability period. The following process shall be followed:

• The Authorised Officer will inspect the works between about 10 and 20 working days prior to the completion of the defects liability period.
• The Contractor will be notified of any defects. This notification may be by email, in writing or by marked up drawing or other diagram.
• The Contractor will repair all defects to the satisfaction of the Principal within 10 working days unless otherwise agreed by the Principal.
• The Contractor will notify the Principal when defects are rectified.

4.5 QUALITY ASSURANCE
4.5.1 Approved Quality, Environmental and Safety Plan

The Contractor shall submit a controlled copy of the Project Quality Plan (with Inspection and Test Plans) to the Principal. Such shall include, but not be limited to:

- contractor’s project organisation and contact details of key personnel;
- inspection and test plans (incorporating hold points) for earthworks and roadworks and drainage, concrete and building works.

The Principal reserves the right to direct the Contractor to vary the Project Quality Plan at any time during the period of the Contract.

The Contractor shall also submit controlled copies of a Project Environmental Plan and Project Safety Plan to the Principal for approval. The Principal reserves the right to direct the Contractor to vary the Project Environmental and/or Safety Plans at any time during the period of the Contract.

4.5.2 Notice of Inspection

The following specific inspections shall be carried out jointly by the Principal and the Contractor in addition to other random inspections by the Principal from time to time as he may deem necessary:

- pre-construction inspection to discuss specific requirements of the Principal;
- inspections at commencement and end of Defects Liability Period.

The Contractor shall give the Principal 48 hours notice in order that the joint inspections can be arranged for the required date.

The Contractor’s representative shall be available in person for the joint inspections and make available at the joint inspections copies of all required test results (if applicable).

Such representative shall be a person conversant with the technical and other aspects of the project and be authorised by the Contractor to accept site instructions from the Principal. Notwithstanding the above, the Contractor shall liaise directly with the Principal on a daily basis to ensure that the Principal has the option to inspect any component of the work.

The Contractor shall be deemed to have allowed for all costs in complying with the General Conditions of Contract (as amended) and the relevant Standard Specifications and other requirements of this Specification, in his contract amount.

4.5.3 Environmental Compliance

The Contractor shall ensure that environmental compliance measures installed in and around the work site are re-established in the event they are disturbed by the Contractor’s activities.

4.5.4 Safety Compliance including Traffic Control

The Contractor shall be deemed to have allowed for all costs in relation to compliance with respect to the Work Health and Safety Act including the erection and maintenance of temporary site fencing (if required).

Access for members of the public to the existing site operations are to be maintained during operational hours of the facility.
4.5.5 Other Statutory Requirements

The Contractor shall accept appointment under the Work Health and Safety Act as “Principal Contractor” for the project works.

4.5.6 Quality of Materials

Unless otherwise specified, all materials, methods and workmanship shall be in accordance with the relevant Australian Standard.

Where proprietary items are specified, the Principal may approve alternatives subject to the Contractor providing information to demonstrate such items have equivalent properties to those specified. Such approval shall be at the sole discretion of the Principal, and any costs involved in providing necessary information, including test results, shall be borne solely by the Contractor.

Approval of Suppliers/Subcontractors

No materials shall be delivered to the site or placed without the approval by the Principal of the supplier or source of such material. The Contractor shall submit details of the proposed supplier(s) of materials to the Principal, for approval. Such details shall include:

- supplier’s name and location of depot,
- quality assurance status,
- preliminary test certificates and
- any other information required by the Principal.

Approval by the Principal of an offeror or source of materials shall not be deemed to be approval of material supplied to the site.

4.5.7 Private Property

The Contractor is to take all necessary precautions to avoid damage to fences, gardens, lawns, outbuildings, paths, etc. Where damage of any nature, to any property occurs, it shall be restored at the Contractor’s cost.

5  LEGISLATIVE REQUIREMENTS

5.1 APPROVALS AND PERMITS

The Contractor shall satisfy all Legislative requirements (including any approvals) related to all work carried out under this Contract. The Contractor shall pay all fees and incur all costs reasonably expected associated with complying with any related requirements.

For the duration of the Contract and with reference to the requirements of the Work Health and Safety Act, the Contractor shall be the ‘Principal Contractor’. The Contractor shall be responsible for compliance with all provisions of the current ‘Work Health and Safety Act’ and the Work Health and Safety Regulations.

The Contractor shall liaise with and obtain all relevant permits, approvals and directions from the relevant government areas and non-government organisations (including State Government,
Council, utilities and Aboriginal Parties) for the execution of works including:

<table>
<thead>
<tr>
<th>LEGISLATIVE REQUIREMENTS</th>
<th>TYPE</th>
<th>AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure In Corridor</td>
<td>Wayleave Approval</td>
<td>Queensland Rail</td>
</tr>
<tr>
<td>Infrastructure In Corridor</td>
<td>Road Permit</td>
<td>Department of Transport and Main Roads</td>
</tr>
<tr>
<td>Riverine Protection and Crossing</td>
<td>Permit</td>
<td>Department of Natural Resources and Mines</td>
</tr>
<tr>
<td>Development Approval for Clearing Native Vegetation</td>
<td>Approval</td>
<td>Department of Natural Resources and Mines</td>
</tr>
<tr>
<td>Cultural Heritage Find Notification¹</td>
<td>Advise and Agreement</td>
<td>Aboriginal Party for the area²</td>
</tr>
</tbody>
</table>

Notes: 1. Under the Aboriginal Cultural Heritage Act 2003, the contractor has a cultural heritage duty of care. The contractor will be complying with the cultural heritage duty of care if the work is conducted in accordance with gazetted cultural heritage duty of care guidelines (Appendix B). A cultural heritage survey which satisfies section 1.12 (d) of the guidelines has been completed (Appendix C).
2. Aboriginal Party for the area is defined in Section 35 of the Aboriginal Cultural heritage Act 2003

This schedule is prepared for information only for your assistance. Omissions from this table do not form the basis for a variation.

Reasonable costs and actions include but are not limited to:
- General coordination;
- Completion of permits and forms;
- The preparation of documents and analysis that is reasonably expected;
- The provision of detail relating to scope and construction methodology;
- The execution of directions that is often expected or do not result in any significant cost to the Contractor.

### 6 TIMETABLE FOR PROCUREMENT

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place Advertisement in Newspaper*</td>
<td>21 March 2017</td>
</tr>
<tr>
<td>Issue Request for Tender</td>
<td>17 March 2017</td>
</tr>
<tr>
<td>Site Visit (Optional)</td>
<td>28 March 2017</td>
</tr>
<tr>
<td>Closing Time*</td>
<td>11 April 2017</td>
</tr>
<tr>
<td>Evaluation of Tender Responses*</td>
<td>17 April 2017</td>
</tr>
<tr>
<td>Submission to the Principal*</td>
<td>26 April 2017</td>
</tr>
<tr>
<td>Acceptance of Tender*</td>
<td>28 April 2017</td>
</tr>
</tbody>
</table>

*Dates are subject to alteration by the Principal in its discretion.
7 IMPLEMENTATION TIMETABLE

Applicants are required to submit their RFT response with a work structure for design and construct by 2pm Tuesday 11 April 2017. The project completion date must be 30th October 2017 and to be included in the key milestone dates.

The following tables are indicative only, and represent the schedule estimated by Council to deliver the projects within the required timeframe, highlighting the minimum required milestones and hold points.

**RAW WATER**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tues 28 March 2017</td>
<td>Tenderers Briefing Session/Site Visit</td>
</tr>
<tr>
<td>Tues 11 April 2017</td>
<td>Minimum 21 days from release RFT for Design and Construct Services closed</td>
</tr>
<tr>
<td>Mon 17 April 2017</td>
<td>10 Days Select, reference, and prepare report to Council</td>
</tr>
<tr>
<td>Fri 28 April 2017</td>
<td>11 days Appointment of Contract</td>
</tr>
<tr>
<td>Wed 3 May 2017</td>
<td>5 Days Site inspection and consultation meeting with client group and user groups - including cultural heritage</td>
</tr>
<tr>
<td>Wed 24 May 2017</td>
<td>21 Days Submit draft design, construction estimate and works schedule to Council Submit design to external authorities for approval</td>
</tr>
<tr>
<td><strong>HOLD POINT</strong></td>
<td>External Approvals</td>
</tr>
<tr>
<td></td>
<td>- TMR</td>
</tr>
<tr>
<td></td>
<td>- QRail</td>
</tr>
<tr>
<td></td>
<td>- DNRM/River Trust</td>
</tr>
<tr>
<td>Fri 26 May 2017</td>
<td>10 Days Submit final design and detailed construction estimate and works schedule to Council</td>
</tr>
<tr>
<td><strong>HOLD POINT</strong></td>
<td>Material Order of pipe and associated fittings</td>
</tr>
<tr>
<td><strong>HOLD POINT</strong></td>
<td>External approval progress</td>
</tr>
<tr>
<td>Mon 26 June 2017</td>
<td>31 Days Site establishment and construction pre start</td>
</tr>
<tr>
<td>Fortnightly progress</td>
<td><strong>HOLD POINT</strong></td>
</tr>
<tr>
<td></td>
<td>Report to Council</td>
</tr>
<tr>
<td>Friday 20 October 2017</td>
<td>120 Days Completion of pipe construction – including bored crossing of corridors</td>
</tr>
<tr>
<td><strong>Mon 30 October 2017</strong></td>
<td><strong>Project completion and site handover</strong></td>
</tr>
</tbody>
</table>
## WASTEWATER

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tues 28 March 2017</td>
<td>Optional Site Visit</td>
</tr>
<tr>
<td>Tues 11 April 2017</td>
<td>21 days from release RFT for Design and Construct Services closed</td>
</tr>
<tr>
<td>Mon 17 April 2017</td>
<td>10 Days Select, reference, and prepare report to Council</td>
</tr>
<tr>
<td>Fri 28 April 2017</td>
<td>4 days Appointment of Contract</td>
</tr>
<tr>
<td>Wed 3 May 2017</td>
<td>5 Days Site inspection and consultation meeting with client group and user groups – including cultural heritage Apply for power to site</td>
</tr>
<tr>
<td>Wed 24 May 2017</td>
<td>21 Days Submit draft design, construction estimate and work schedule</td>
</tr>
<tr>
<td></td>
<td><strong>HOLD POINT</strong> Financial Capacity</td>
</tr>
<tr>
<td>Fri 26 May 2017</td>
<td>10 Days Submit final designs, final construction costs and work schedule</td>
</tr>
<tr>
<td></td>
<td><strong>HOLD POINT</strong> Materials Order of Pipe, Pumps, Pump Station and Switchboard</td>
</tr>
<tr>
<td>Mon 26 June 2017</td>
<td>31 Days Site establishment and construction pre start</td>
</tr>
<tr>
<td>Fortnightly progress</td>
<td><strong>HOLD POINT</strong> Report to Council</td>
</tr>
<tr>
<td>Mon 2 October 2017</td>
<td>100 Days Completion of Pipe construction</td>
</tr>
<tr>
<td>Friday 20 October 2017</td>
<td>120 Days Completion of Pump Station construction</td>
</tr>
<tr>
<td>Wed 25 October 2017</td>
<td>5 Days Installation of Switchboard</td>
</tr>
<tr>
<td><strong>Mon 30 October 2017</strong></td>
<td><strong>Project completion and site handover</strong></td>
</tr>
</tbody>
</table>

### 8 AUSTRALIAN STANDARD

The applicable Australian Standards include:
- WHS Law and Regulation
- Environmental Protection Act
- Any applicable Australian standards for water, wastewater, pump stations, and infrastructure.
- Any applicable WSAA Code for water, wastewater, pump stations, and infrastructure.

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SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER AND WASTE WATER PIPELINE
SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER AND WASTE WATER PIPELINE
# TENDER RESPONSE

<table>
<thead>
<tr>
<th>Request for Tender (RFT)</th>
<th>Design and Construction of Water and Waste Water Pipeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Time:</td>
<td>Tuesday 11 April 2017, at 2pm AEST</td>
</tr>
<tr>
<td>RFT Number:</td>
<td>17/081</td>
</tr>
</tbody>
</table>
1 TENDER RESPONSE

To: The Chief Executive Officer
Southern Downs Regional Council
PO Box 26 Warwick Qld 4370

PLEASE COMPLETE THIS FORM IN BLOCK LETTERS

| FULL NAME/S OF TENDERER:          |                                         |
| STREET ADDRESS OF TENDERER:      |                                         |
| (For service of notices)         |                                         |
| ABN OF TENDERER:                 |                                         |
| ACN OF TENDERER:                 |                                         |
| TELEPHONE NO. OF TENDERER:       |                                         |
| FACSCIMILE NO. OF TENDERER:      |                                         |
| (For service of notices)         |                                         |
| POSTAL ADDRESS OF TENDERER:      |                                         |
| (For service of notices)         |                                         |
| EMAIL ADDRESS OF TENDERER:       |                                         |
| NATURAL PERSON AUTHOURISED TO REPRESENT THE TENDERER: | (If the Tenderer is a corporation) |

In response to RFT 17/081 Design and Construction of Water and Waste Water Pipeline

The Tenderer offers to execute and complete the Work detailed in:
(a) the Request for Tender and in particular the Specification; and
(b) the addenda issued after the date of issue of the Request for Tender as listed below,
in accordance with the Contract and the representations of the Tenderer contained in this Tender Response and all attachments to this Tender Response.
This Tender Response (including the prices in Item 3-3, Price Information) is irrevocable for 90 days after the Closing Time unless extended by mutual agreement between the Tenderer and the Principal.

All terms used in this Tender Response bear the meanings assigned to them in the Conditions of Tender, Specification, General Conditions of Contract and Special Conditions of Contract, as the case may be.

This Tender Response is dated the ___________ day of ___________ 20 ________
| **EXECUTED** by ..............................................) | .................................................. |
| ACN ..............................................) | .................................................. |
| by being signed by .................................) | Sole Director/Secretary |
| ..................................................) | .................................................. |
| the sole Director/Secretary in accordance with | Name of Sole Director/Secretary (print) |
| section 127 of the *Corporations Act 2001* in | |
| the presence of: ) | |
| ....................................................................... | |
| ....................................................................... | |
| Witness | |
| ....................................................................... | |
| Name of Witness (print) | |

**COMPLETE AND USE THIS EXECUTION CLAUSE IF THE TENDERER IS AN INDIVIDUAL:**

| **SIGNED** by ) | .................................................. |
| ) | .................................................. |
| Print Name ) | Signature |
| in the presence of: ) | |
| ....................................................................... | |
| ....................................................................... | |
| Witness | |
| ....................................................................... | |
| Name of Witness (print) | |

**COMPLETE AND USE THIS EXECUTION CLAUSE IF THE TENDERER IS A PARTNERSHIP OF INDIVIDUALS (every partner must sign – add more spaces if necessary)**

| **SIGNED** by ) | .................................................. |
| ) | .................................................. |
| Print Name ) | Signature |
| in the presence of: ) | |
| ....................................................................... | |
| ....................................................................... | |
| Witness | |
| ....................................................................... | |
| Name of Witness (print) | |

**SIGNED by ) | .................................................. |
| ) | .................................................. |
| Print Name ) | Signature |
| in the presence of: ) | |
| ....................................................................... | |
| ....................................................................... | |
| Witness | |
| ....................................................................... | |
| Name of Witness (print) | |
2 CHECKLIST

The following checklist has been provided to assist the Tenderer with completion and submission of its Tender. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment. All attachments must be clearly marked with the relevant paragraph number (e.g. “2.1 – Organisational Profile”).

All pages within Part 3 must be completed and returned to the Principal as they form part of the Tenderer’s Tender Response.

2.1 ORGANISATIONAL PROFILE

Attach a copy of the Tenderer’s organisation structure and provide background information on the Tenderer and label it “2.1 – Organisational Profile”.

<table>
<thead>
<tr>
<th>“Organisational Profile”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1" alt="Image" /></td>
<td></td>
</tr>
</tbody>
</table>

If corporations are involved, attach their current ASIC company extracts search including latest annual return and label it “2.1 – ASIC Company Extracts”.

<table>
<thead>
<tr>
<th>“ASIC Company Extracts”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image2" alt="Image" /></td>
<td></td>
</tr>
</tbody>
</table>

2.2 REFEREES

Attach details of the Tenderers’ referees, and label it “2.2 – Referees”. The Tenderer should give examples of work provided for its referees where possible.

<table>
<thead>
<tr>
<th>“Referees”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image3" alt="Image" /></td>
<td></td>
</tr>
</tbody>
</table>

2.3 AGENTS

Is the Tenderer acting as an agent for another party? Yes / No

If Yes, attach details (including name and address) of the Tenderer’s principal and label it “2.3 – Agents”.

<table>
<thead>
<tr>
<th>“Agents”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image4" alt="Image" /></td>
<td></td>
</tr>
</tbody>
</table>

2.4 TRUSTS

Is the Tenderer acting as a trustee of a trust? Yes / No

If Yes, in an attachment labelled “2.4 – Trusts”:
(a) give the name of the trust and include a copy of the trust deed (and all related documents);and
(b) provide the names and addresses of all beneficiaries of the trust.

<table>
<thead>
<tr>
<th>“Trusts”</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image5" alt="Image" /></td>
<td></td>
</tr>
</tbody>
</table>
### 2.5 SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes / No</th>
<th>Subcontractors</th>
<th>Tick if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Tenderer intend to subcontract any of the obligations of the Contractor under the Contract?</td>
<td>Yes / No</td>
<td>“Subcontractors”</td>
<td>Tick if attached</td>
</tr>
<tr>
<td>If Yes, in an attachment labelled “2.5 – Subcontractors” provide details of the subcontractor(s) including:</td>
<td>Yes / No</td>
<td>“Subcontractors”</td>
<td>Tick if attached</td>
</tr>
<tr>
<td>(a) the name, address and the number of people employed; and</td>
<td>Yes / No</td>
<td>“Subcontractors”</td>
<td>Tick if attached</td>
</tr>
<tr>
<td>(b) the obligations that will be subcontracted.</td>
<td>Yes / No</td>
<td>“Subcontractors”</td>
<td>Tick if attached</td>
</tr>
</tbody>
</table>

### 2.6 CONFLICT OF INTEREST

| Question                                                                 | Yes / No | Conflict of Interest | Tick if attached |
|--------------------------------------------------------------------------|----------|“Conflict of Interest” | Tick if attached |
| Will any actual or potential conflict of interest in the performance of the Tenderers’ obligations under the Contract exist if the Tenderer is awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? | Yes / No | “Conflict of Interest” | Tick if attached |
| If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “2.6 – Conflict of Interest”. | Yes / No | “Conflict of Interest” | Tick if attached |

### 2.7 FINANCIAL POSITION

| Question                                                                 | Yes / No | Financial Position | Tick if attached |
|--------------------------------------------------------------------------|----------|“Financial Position” | Tick if attached |
| Is the Tenderer presently able to pay all its debts in full as and when they fall due? | Yes / No | “Financial Position” | Tick if attached |
| Is the Tenderer currently engaged in litigation as a result of which it may be liable for $50,000.00 or more? | Yes / No | “Financial Position” | Tick if attached |
| If the Tenderer is awarded the Contract, will it be able to fulfil the obligations of the Contractor under the Contract from its own resources or from resources readily available to it and remain able to pay all of its debts in full as and when they fall due? | Yes / No | “Financial Position” | Tick if attached |
| In order to demonstrate the Tenderer’s financial ability to undertake the Contract, in an attachment labelled “2.7 – Financial Position” include a profit and loss statement and the latest financial return for the Tenderer and each of the other proposed contracting entities, together with a list of financial referees from its bank and/or accountant. | Yes / No | “Financial Position” | Tick if attached |

### 2.8 QUALITY ASSURANCE

| Question                                                                 | Yes / No | Quality Assurance | Tick if attached |
|--------------------------------------------------------------------------|----------|“Quality Assurance” | Tick if attached |
| Does the Tenderer have any documented quality assurance or quality assurance systems? | Yes / No | “Quality Assurance” | Tick if attached |
| If the Tenderer proposes to subcontract, does its subcontractor have a “third party” quality management system in place? | Yes / No | “Quality Assurance” | Tick if attached |
| Supply evidence or details of the Tenderer’s quality assurance position and where relevant of its supplier’s or subcontractor’s position, in an attachment labelled “2.8 – Quality Assurance”. | Yes / No | “Quality Assurance” | Tick if attached |
2.9 INSURANCE COVERAGE

The insurance requirements for this Request for Tender are stipulated in the General Conditions of Contract. Tenderers are to supply evidence of their insurance coverage (including copies of certificates of currency) for every type of insurance specified below in an attachment labelled “2.9 – Insurance Coverage”.

<table>
<thead>
<tr>
<th>Type</th>
<th>Value ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Loss or damage to the Work</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Insurance of Employees</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>$20,000,000</td>
</tr>
</tbody>
</table>

2.10 OCCUPATIONAL SAFETY AND HEALTH

Tenderers must complete Appendix A “Tenderer’s Safety Record” and submit it marked “Tenderer’s Safety Record”.

Tenderers must complete Appendix B “Contractor’s Occupational Health and Safety Management System Questionnaire” and submit it marked “Contractor’s Health & Safety Questionnaire”.

2.11 ELECTRONIC COPIES OF TENDER

The Tenderer is required to provide an electronic copy of the Tender.

The Tenderer has provided an electronic copy of the Tender. Yes / No

2.12 GOODS AND SERVICES TAX

Is the Tenderer registered or required to be registered under the GST Act? Yes / No

2.13 NON-CONFORMING TENDERS

Has the Tenderer lodged a conforming Tender? Yes / No

If yes, and this Tender is a non-conforming Tender, has the Tenderer prepared and lodged with this Tender, a clear summary of all points of difference between this Tender and the conforming Tender in an attachment labelled “2.13 Non-conforming Tender Summary”? Yes / No
3 SELECTION CRITERIA

3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether the Tenderer has complied with the following compliance criteria:

<table>
<thead>
<tr>
<th>Description of Compliance Criteria</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Compliance with the Specification contained in the Request for Tender.</td>
<td></td>
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<tr>
<td>(b) Compliance with the Conditions of Tender.</td>
<td></td>
</tr>
<tr>
<td>(c) Compliance with attendance at any mandatory tender briefing or site inspection.</td>
<td></td>
</tr>
<tr>
<td>(d) Compliance with the Quality Assurance requirement for this Request for Tender.</td>
<td></td>
</tr>
<tr>
<td>(e) Compliance with lodgement of this Tender Response by the Closing Time.</td>
<td></td>
</tr>
<tr>
<td>(f) Compliance with and completion of Item 3.3 Price information.</td>
<td></td>
</tr>
<tr>
<td>(g) Compliance with all necessary Licences and Registrations</td>
<td></td>
</tr>
</tbody>
</table>

3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to the Tenderers’ answers to each criterion must be contained within its Tender Response;
- Tenderers are to assume that the evaluation panel has no previous knowledge of the Tenderer’s organisation, its activities or experience;
- Tenderers must provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers must address each issue outlined within a qualitative criterion.

A) Relevant Experience

Describe the Tenderer’s experience in completing /supplying similar projects. Tenderers must, as a minimum, address the following information in an attachment and label it “3.2 – Relevant Experience”:

(a) Provide details of similar work; and
(b) Detail the scope of the Tenderer’s involvement including details of outcomes; and
(c) Provide details of issues that arose during the project and how these were managed; and
(d) Demonstrate sound judgement and discretion; and
(e) Demonstrate competency and proven track record of achieving outcomes.
(f) Complete the “Project Reference Sheet” in Appendix C.
(g) Provide details of all necessary licences and registrations held by the Tenderer.

Weighting <25%> “Relevant Experience”

Tick if attached □
### B) Key Personnel skills and experience

Tenderers should provide as a minimum in an attachment labelled “3.2 – Key Personnel” information of proposed personnel to be allocated to this project, including:

(a) Their role in the performance of the Contract; and  
(b) Curriculum vitae; and  
(c) Membership of any professional or business association; and  
(d) Qualifications, with particular emphasis on experience of personnel in projects with a similar requirement; and  
(e) Any additional relevant information.

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<thead>
<tr>
<th>Weighting</th>
<th>“Key Personnel”</th>
<th>Tick if attached</th>
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</thead>
<tbody>
<tr>
<td>&lt;10%</td>
<td></td>
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</tbody>
</table>

### C) Tenderers’ Resources

Tenderers should demonstrate their ability to supply and sustain the necessary:

(a) Ability to deliver the project within the required timeframe; and  
(b) Plant, equipment and materials; and  
(c) Any contingency measures or back up of resources including personnel (where applicable).

As a minimum, Tenderers should complete Appendix D “Tenderer’s Resources Schedule” and submit it marked “Tenderer’s Resources Schedule”.

<table>
<thead>
<tr>
<th>Weighting</th>
<th>“Tenderers’ Resources”</th>
<th>Tick if attached</th>
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</thead>
<tbody>
<tr>
<td>&lt;25%</td>
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</tbody>
</table>

### D) Demonstrated Understanding

Tenderers should detail the process they intend to use to achieve compliance with the requirements of the Specification, including:

(a) A project schedule/timeline (where applicable); and  
(b) The process for the delivery of the Work; and  
(c) Training processes (if required); and  
(d) A demonstrated understanding of the scope of the Work.

Supply details and provide an outline of the Tenderer’s proposed methodology in an attachment labelled “3.2 – Demonstrated Understanding”.

<table>
<thead>
<tr>
<th>Weighting</th>
<th>“Demonstrated Understanding”</th>
<th>Tick if attached</th>
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</thead>
<tbody>
<tr>
<td>&lt;10%</td>
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</tbody>
</table>

### 3.3 PRICE INFORMATION

Tenderers must complete the following Price Schedule. Before completing the Price Schedule, Tenderers should ensure they have read the entire Request for Tender.

#### A) Discounts

<table>
<thead>
<tr>
<th>Is the Tenderer prepared to allow a discount for prompt settlement of accounts?</th>
<th>Yes / No</th>
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</thead>
</table>

If the Tenderer is offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “Discounts”.

<table>
<thead>
<tr>
<th>“Discounts”</th>
<th>Tick if attached</th>
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</thead>
</table>

#### B) Price basis

<table>
<thead>
<tr>
<th>OPTION A</th>
<th>Is the Tenderer prepared to offer a fixed price?</th>
<th>Yes / No</th>
</tr>
</thead>
</table>
C) Schedule of rates for labour and dayworks

The Tenderer must list below the hourly rates payable for various occupational groups which may be employed on the Site including any applicable Goods and Services Tax (GST).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RATE PER HOUR (ex GST)</th>
<th>GST Component</th>
<th>RATE PER HOUR (inc GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Survey Crew</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Labourer</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Plant Operator</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

D) Schedule of rates for plant hire

Tenderers must list the hourly rates for the hire of all types of constructional equipment used on the Site for clearing, earthworks, excavation, compaction, laying of pipes, construction of manholes, grading of surfaces and watering.

The rates shall include allowance for an experienced operator, fuel consumable stores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RATE PER HOUR (ex GST)</th>
<th>GST Component</th>
<th>RATE PER HOUR (inc GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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</tbody>
</table>

Working week for these rates is __________ to __________ for__________ hours/day.

E) Price schedule

Tenderers must complete the following price schedule. Before completing the Price Schedule, Tenderers should read the entire Request for Tender.

The Tenderer shall price all tasks in the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

**BREAK DOWN OF LUMP SUM**

**Raw Water to Morgan Park**

<table>
<thead>
<tr>
<th>NO.</th>
<th>TASK</th>
<th>AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Design</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Draft Design</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Final Design</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>External Approvals</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Site Establishment</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Pipeline Construction</td>
<td></td>
</tr>
</tbody>
</table>
3. 'As Constructed' drawings

4. Contingencies

<table>
<thead>
<tr>
<th>NO.</th>
<th>TASK</th>
<th>AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Site Survey/Investigation</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Draft Design</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Final Design</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Site Establishment</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Gravity Pipeline Construction</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Pump Station Construction</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Switchboard Construction</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Rising Main Construction</td>
<td></td>
</tr>
</tbody>
</table>

Optional Raw Water Demand

<table>
<thead>
<tr>
<th>NO.</th>
<th>TASK</th>
<th>AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Site Survey/Investigation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Draft Design</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Design</td>
<td></td>
</tr>
</tbody>
</table>
2. Construction

2.1 Site Establishment

2.2 Pipeline Construction

3. 'As Constructed' drawings

4. Contingencies

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount in words:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LUMP SUM PRICE (EX GST)</td>
<td>- 11 -</td>
</tr>
<tr>
<td>TOTAL GST COMPONENT</td>
<td></td>
</tr>
<tr>
<td>TOTAL LUMP SUM PRICE (INC GST)</td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX A

### TENDERER’S SAFETY RECORD

<table>
<thead>
<tr>
<th>Project</th>
<th>Date of Accident/Notice</th>
<th>Accident or Infringement Notice</th>
<th>Reason</th>
<th>Time Lost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
CONTRACTOR’S OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM QUESTIONNAIRE

This questionnaire forms part of the Principal’s tender evaluation process and is to be completed by Tenderers, submitted with their Tenders and labelled as “Contractor’s Occupational Health and Safety Management System Questionnaire”. The objective of the questionnaire is to provide an overview of the status of the Tenderer’s safety management system. Tenderers may be required to verify the responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters.

OHS Policy and Management

Does the Tenderer have a written health and safety policy?
If Yes, provide a copy of the policy.
Comments

Does the Tenderer have an OHS Management System?
If Yes, provide details.

Is the OHS Management System audited or reviewed on a regular basis?
If Yes, provide details of last audit and outcomes.

Does the Tenderer have an OHS organisation chart?
If Yes, provide a copy.
Comments

Are health and safety responsibilities clearly identified for all employees?
If Yes, provide details.

Are line managers held accountable for health and safety performance?
If Yes, provide details.

Safe Work Practices and Procedures

Has the Tenderer prepared safe operating procedures or specific safety instructions relevant to it operations?
If Yes, provide a summary listing of procedures or instructions.
Comments

Are safe operating procedures or specific safety instructions issued to employees?
If Yes, please explain how this is done.

Does the Tenderer have any permit to work systems?
If Yes, provide a copy of a standard incident report form.

Which personnel of the Tenderer are responsible for investigating incidents?

Do incident reports contain prevention recommendations?

Who is responsible for implementing remedial measures recommended?

Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the Tenderer?
If Yes, provide details.

Are there procedures to storing and handling hazardous substances?
If Yes, provide details.

Are there procedures for assessing and controlling risks associated with manual handling?
If Yes, provide details.

Occupation Safety and Health

Describe how safety and health training is conducted by the Tenderer?

Provide a summary or examples of safety and health training courses provided for, or undertaken by employees during the past 12 months.
Is a record maintained of all training and induction programs undertaken for employees of the Tenderer? If Yes, provide examples of safety training records.
___________________________________________________________________
___________________________________________________________________
Provide details of any safety induction programs for employees and or/sub contractors of the Tenderer.

Safety and Health Workplace Inspection

Are regular health and safety inspections at work sites undertaken? If Yes provide details.
___________________________________________________________________
___________________________________________________________________
Is a standard workplace inspection checklist used to conduct health and safety inspections? If Yes, provide details or examples.
___________________________________________________________________
___________________________________________________________________
Who normally completes workplace safety and health inspections?
___________________________________________________________________
___________________________________________________________________
How are workplace safety and health inspection reports dealt with?
___________________________________________________________________
___________________________________________________________________
Is there a procedure by which employees can report hazards at workplaces? If Yes, provide details.
___________________________________________________________________
___________________________________________________________________

Safety and Health Consultation

Is there a workplace safety committee? If Yes, provide details.
___________________________________________________________________
___________________________________________________________________
Are there guidelines on procedures governing the safety committee operation?
___________________________________________________________________
___________________________________________________________________
Are there employee elected health and safety representatives If Yes, provide details.
___________________________________________________________________
___________________________________________________________________
Does the Tenderer have a company safety officer?
Safety and Health Performance Monitoring

Is there a system for recording and analysing safety performance statistics?  
If Yes, provide details.

Is safety performance on the agenda for management meetings?  
If Yes, provide details.

Is senior management involved in the analysis of safety performance statistics?  

Has the Tenderer ever been convicted of an occupational health and safety offence  
If Yes, provide details.
# APPENDIX C
## PROJECT REFERENCE SHEET

<table>
<thead>
<tr>
<th>Name of the Project</th>
<th>Value (approx)</th>
<th>Date Started</th>
<th>Date Completed</th>
<th>Client</th>
<th>Referees Name</th>
<th>Telephone Number</th>
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<tbody>
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</table>
APPENDIX D
TENDERER’S RESOURCES SCHEDULE

TENDERER’S CURRENT COMMITMENT SCHEDULE

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
<th>Value as Let</th>
<th>Date Started</th>
<th>Date Completed/Anticipated Date of Practical Completion</th>
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TENDERER’S HUMAN RESOURCES SCHEDULE

<table>
<thead>
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<th>Staff Name</th>
<th>Month</th>
<th>Month</th>
<th>Month</th>
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PART 4

GENERAL CONDITIONS OF CONTRACT

For the Design and Construction of Water and Waste Water Pipeline
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1. CONSTRUCTION OF CONTRACT

1.1 A reference to a party to the Contract includes:
(a) in the case of a natural person, that person and his/her personal representatives and assigns (transferees); and
(b) in the case of a corporation, the corporation, its successors and assigns (transferees).

1.2 Where a party is composed of 2 or more persons, each item of agreement by the party binds:
(a) all of those persons collectively; and
(b) each of them as an individual.

1.3 A reference to:
(a) the singular includes the plural, and vice versa;
(b) a gender includes each other gender;
(c) a person includes a corporation, a firm, and a voluntary association;
(d) an Act includes an Act that amends, consolidates or replaces the Act;
(e) a section or other provision of an Act includes a section or provision that amends, consolidates or replaces the section or provision;
(f) money is a reference to Australian dollars and cents;
(g) a time of day is a reference to Australian Eastern Standard Time;
(h) a document includes, but is not limited to, any drawing, specification, material, record or other means by which information can be stored or reproduced.

1.4 Clause headings exist for convenience only and are to be disregarded when interpreting the Contract.

1.5 All information supplied under the Contract must be written in English. Where any document is a translation into English, the translation must be accurate.

1.6 Measurements of physical quantity must be in Australian legal units of measurement within the meaning of the National Measurement Act 1960.

1.7 If a provision of the Contract is void, voidable, illegal or unenforceable, the provision will be deemed deleted from the Contract.

2. DEFINITIONS

2.1 In the Contract, except where the context otherwise requires:

‘Act’ means an Act passed by the Commonwealth Parliament or the Queensland Parliament and includes subordinate legislation under an Act.

‘Authorised Officer’ means Ashleigh Morrow, Maintenance Engineer

‘Clause’ means a clause of the Contract.

‘Contract’ means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

‘Contract Price’ means:
(a) where payment is to be made on a lump sum basis, the sum which is stated in the Contract to be payable to the Contractor for the execution and completion of the Work and the performance of the obligations of the Contractor under the Contract;
(b) where payment is to be made on a bill of quantities or schedule of rates basis, the sum ascertained by multiplying the measured quantity of each item specified in the bill of quantities or schedule of rates, as the case may be, which has been executed under the Contract, by the rate for the item specified in the bill of quantities or schedule of rates, as the case may be;
(c) where payment is to be made on a lump sum and a bill of quantities or schedule of rates basis, the aggregate of the sums referred to in paragraphs (a) and (b),

but subject to any additions or deductions required to be made under the Contract.

‘Contractor’ means the party whose Offer to execute and complete the Work is accepted by the Principal (by Letter of Acceptance).
‘Date for Practical Completion’ means:
(a) Friday 30 October 2017; or
(b) if an extension of time is directed or allowed, the date stated in paragraph (a) as adjusted for the extension of time.

‘Date of Practical Completion’ means the date on which the Work reaches Practical Completion.

‘Defects Liability Period’ means fifty-two (52) weeks after the date of practical completion.

‘Direction’ includes any direction, permission, decision, certification, demand, notice, approval, refusal, requirement or authorization and “Directed” has a corresponding meaning.

‘Dispute Notice’ see Clause 28.2.

‘Force Majeure’ means anything outside the control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, and acts (including laws, regulations, disapprovals or failures to approve) of any statutory authority.

‘General Conditions of Contract’ means these General Conditions of Contract.

‘GST’ means the goods and services tax under the GST Act.


‘Intellectual Property Rights’ means all copyright, patents and all rights in relation to inventions, trademarks and designs or any rights to registration of such rights, whether created before, on or after the date of the Contract.

‘Letter of Acceptance’ means a letter from the Principal to the Contractor advising the Contractor of the Principal’s acceptance of the Offer.

‘Licensed Bank’ means a bank, licensed as such under Commonwealth or Queensland legislation regulating banking.

‘Liquidated Damages Amount’ means $200 per day, which is payable by the Contractor to the Principal for the period between the Date for Practical Completion (as defined) and the actual date reached for practical completion.

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

‘Offer’ means the written offer submitted to the Principal by the Contractor to execute and complete the Work and, if applicable, as amended in writing by any post offer negotiations.

‘Personal Information’ has the meaning given in the Information Privacy Act 2009.

‘Practical Completion’ means the stage of execution of the Work under the Contract when the Work is complete and ready for use except for minor omissions and defects which will not affect the use or occupation of the Work.

‘Principal’ means Southern Downs Regional Council.

‘Quality Assurance System’ means an industry recognised standard or, if no quality assurance level is specified, a self-assessed and documented quality assurance system.

‘Request for Tender’ means the Request for Tender given to prospective tenderers inviting offers to tender for the execution and completion of the Work of which these General Conditions of Contract form part.

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

‘Security Account’ means an interest-bearing account with a Licensed Bank.

‘Security Deposit’ means the cash sum of 5% of the contract lump sum amount delivered by the Contractor to the Principal pursuant to Clause 24.

‘Site’ means the lands and other places to be made available to the Contractor by the Principal for the purpose of the execution and completion of the Work under the Contract.

‘Site Access Date’ means seven (7) days after the contract has been executed.

‘Special Conditions of Contract’ means the Special Conditions of Contract (if any) included in the Request for Tender.
'Specification' includes any specification included in the Request for Tender.

‘Work’ means all of the work described in the Specification and the Special Conditions of Contract which is to be executed and completed by the Contractor in accordance with the Contract, including all variations and remedial work which is directed or provided for by the Contract.

3. **EVIDENCE OF CONTRACT**

3.1 The Contract between the Principal and the Contractor is constituted by the following documents:

(a) Letter of Acceptance;
(b) Specification;
(c) Special Conditions of Contract;
(d) General Conditions of Contract;
(e) Offer; and
(f) correspondence passing between the Principal and the Contractor clarifying any aspect of the Request for Tender.

3.2 Where there arises any inconsistency or ambiguity between provisions in the different documents which constitute the Contract, the order of precedence to resolve the inconsistency or ambiguity shall be from document (a) to (f) in Clause 3.1.

3.3 After formation of the Contract, the Principal may deliver a completed Contract to the Contractor. Within 14 days after the date of delivery of the completed Contract to the Contractor, the Contractor must execute and return the completed Contract to the Principal for execution by the Principal. The Principal may extend the period for execution of the completed Contract by giving written notice to the Contractor.

4. **EXECUTION AND COMPLETION OF THE WORK**

4.1 The Contractor must, until the Authorised Officer has certified that the Work has reached Practical Completion in accordance with the Contract, execute and complete the Work in accordance with the Contract and any Directions given by the Authorised Officer under the Contract.

4.2 The Contractor must execute and complete the Work in accordance with the Quality Assurance System.

4.3 Unless otherwise stated in the Special Conditions of Contract, the Contractor must supply all things and items required to execute and complete the Work including, without limitation, things and items not expressly mentioned in the Contract.

4.4 The Contractor must comply with all relevant laws and the requirements of any relevant statutory authority affecting the execution and completion of the Work including, without limitation, paying all fees and obtaining all necessary consents of or incidental to the execution and completion of the Work.

5. **CONTRACT PRICE**

5.1 The Principal must pay the Contractor the Contract Price for execution and completion of the Work in accordance with the Contract and Directions given under the Contract.

5.2 Where payment is to be made on a lump sum basis, the Principal must pay the Contractor the lump sum.

5.3 Where payment is to be made on a bill of quantities or schedule of rates basis:

(a) if the quantities in the bill of quantities or schedule of rates, as the case may be, are fixed and not an estimated quantity only, items included in the bill of quantities or schedule of rates, as the case may be, must be priced by the Contractor and must, on addition, equal the Contract Price accepted by the Principal for the execution and completion of the whole of the Work.

5.4 Where payment is to be made on a lump sum and a bill of quantities or schedule of rates basis, the Principal must pay to the Contractor the aggregate of the sums referred to in Clauses 5.2 and 5.3.

5.5 If the quantities in the bill of quantities or schedule of rates, as the case may be, are estimated quantities only, the Principal is not obliged to give a Direction to the Contractor by reason of a quantity specified in the bill of quantities or schedule of rates, as the case may be, and the quantity of an item specified in the bill of quantities or schedule of rates, as the case may be, the execution of which is Directed by the Principal, may be more or less than the quantity specified in the bill of quantities or schedule of rates, as the case may be.

5.6 If:

(a) no part of the Contract Price is payable on a lump sum basis; and
(b) an item of Work is not identified in the bill of quantities or schedule of rates, as the case may be; and
(c) the Principal gives a Direction to the Contractor to execute the item under the Contract, the execution of the item under the Contract shall be deemed to be a variation of the Work for the purposes of Clause 18.

5.7 Despite Clauses 5.1 to 5.6 inclusive, the Principal may adjust an amount otherwise payable by the Principal to the Contractor by any addition or deduction which may be required to be made under the Contract.

6. NOTICES

6.1 Notices under the Contract may be delivered by pre-paid postage or certified mail, by hand or by facsimile transmission. Notices are deemed given 5 days after deposit in the mail with postage pre-paid or certified, when delivered by hand, or if sent by facsimile transmission, upon completion as evidenced by a facsimile transmission record. Where a notice is given by facsimile the original document must be posted on the same day as the transmission is sent. The addresses for service of notices are:

(a) for the Principal PO Box 26 Warwick Qld 4370 Fax 07 4661 0333
(b) for the Contractor – the address for service and facsimile number (if any) of the Contractor specified in the Offer.

6.2 A party may change its address for service of notices by giving written notice to every other party to the Contract.

7. ASSIGNMENT AND SUBCONTRACTING

7.1 The Contractor must not assign or subcontract, or allow any subcontractor to subcontract, any of the rights or obligations of the Contractor under the Contract (either for the execution and completion of the Work or otherwise) without the prior written consent of the Principal. Any consent given by the Principal:

(a) may be conditional; and
(b) will not relieve the Contractor from any of its liabilities or obligations under the Contract.

7.2 The Contractor is liable to the Principal for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were the acts or omissions of the Contractor.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Principal warrants that, unless otherwise stated in the Special Conditions of Contract, use of materials, documents, methods of work and designs provided by the Principal under the Contract will not infringe the Intellectual Property Rights of any third party.

8.2 The Contractor warrants that use of materials, documents, methods of work and designs provided by the Contractor under the Contract of or incidental to the execution and completion of the Work will not infringe the Intellectual Property Rights of any third party.

9. CARE OF WORK

9.1 From the date of commencement of the Work until the Date of Practical Completion, the Contractor will be responsible for the care of the Work.

9.2 The Contractor must:

(a) liaise and collaborate with all persons performing work on the Site; and
(b) not damage any work on the Site being undertaken by persons other than the Contractor.

9.3 The Contractor must promptly give written notice to the Principal if the Contractor damages:

(a) any of the Work; or
(b) any property of the Contractor or any other person on the Site or any land adjoining the Site.

9.4 If damage under Clause 9.3 occurs, the Contractor must, at the Contractor’s expense, promptly repair and reinstate, as the case may be, the damaged Work or property.

9.5 This Clause 9 does not apply to loss or damage caused by:

(a) the negligence or other wrongful act or omission of the Principal or any officer, servant or agent of the Principal; or
(b) Force Majeure.
10. **INDEMNITY BY CONTRACTOR**

10.1 The Contractor must indemnify and keep indemnified the Principal against:

(a) loss of or damage to the Work from any cause; and  

(b) loss of or damage to property of the Principal; and  

(c) claims by any person against the Principal in respect of personal injury, death or loss of or damage to property,

arising directly or indirectly from the execution and completion of the Work by the Contractor under the Contract.

10.2 To the extent that Clause 10.1(b) and (c) apply to property, it only applies to property other than the Work.

10.3 The Contractor’s obligation to indemnify the Principal under Clause 10.1 does not apply to the extent that the loss, damage or claim is caused by the negligence or other wrongful act or omission of the Principal or any officer, servant or agent of the Principal.

11. **INSURANCE**

11.1 The Contractor must, before commencing execution of the Work under the Contract, take out:

(a) public liability insurance in an amount not less than $10,000,000.00 in respect of any one occurrence and for an unlimited number of claims; and  

(b) insurance sufficient to indemnify the Principal against:

(i) loss of or damage to the Work from any cause; and  

(ii) loss of or damage to property of the Principal.

11.2 The Contractor must, upon receipt of a written request at any time from the Principal, produce evidence that the insurances required by this Clause 11 have been effected and maintained.

11.3 Each public liability insurance policy must either insure the Principal and the Contractor severally, for their respective entitlements and interests under the Contract, and for this purpose accept that the insured comprises at least the Principal and the Contractor as if a separate insurance policy were issued to each of them (but not so as thereby to increase the sum insured) or be endorsed to note the interest of the Principal under the Contract.

11.4 Each public liability insurance policy must contain a cross liability provision waiving the insurer's right of subrogation at least against the Principal save in relation to damage intentionally caused by the Principal.

11.5 Each insurance policy must:

(a) limit the insurer's entitlement to avoid the policy to be available only against whichever of the insured has actually breached its obligation of disclosure or an obligation under the policy; and  

(b) cover the Contractor's liability upon the obligations it has assumed and the indemnities it has given in the Contract; and  

(c) contain no exclusions, endorsements or alterations not approved in writing by the Principal (that approval not to be unreasonably withheld); and  

(d) contain an undertaking by the insurer to notify the Principal in writing not later than 30 days before it terminates or materially alters the policy; and  

(e) otherwise contain provisions acceptable to, or required by the Principal (but the Principal may not require unreasonably the inclusion, retention, modification or exclusion of a provision); and  

(f) remain current at all times during the execution and completion of the Work (including the reaching of Practical Completion).

11.6 If an insurance policy obtained by the Contractor provides for a deductible, the Contractor indemnifies the Principal against any cost attributable to the deductible.

11.7 The Contractor must promptly pay all premiums, stamp duty, GST and other money entailed in maintaining any insurance required under this Clause 11.

11.8 The Contractor must give the Principal upon request a copy of the relevant policy document and the insurer's receipt for the last premium paid or a certificate of currency with respect to each of the insurance policies the Contractor is required to maintain under this Clause 11.

11.9 The Contractor must inform the Principal in writing of any claim or of the occurrence of any event that may give rise to a claim under any policy of insurance effected pursuant to this Clause 11 within 7 days thereof.
and must ensure that the Principal is kept fully informed of subsequent actions and developments concerning the event or claim.

11.10 This Clause 11 shall survive:
(a) termination of the Contract; and
(b) Practical Completion of the Work.

11.11 The Contractor must ensure that all subcontractors of the Contractor take out and maintain the insurance specified in Clause 11.1.

12. INSURANCE OF EMPLOYEES

12.1 The Contractor must, before commencing execution of the Work under the Contract, insure against statutory and common law liability for death of or injury to persons employed by the Contractor.

12.2 The insurance must be maintained until the whole of the Work and all remedial work required to be executed and completed by the Contractor under the Contract has been completed to the satisfaction of the Principal.

12.3 The insurance must be extended to indemnify the Principal for its statutory liability to persons employed by the Contractor.

12.4 The Contractor must ensure that all subcontractors of the Contractor have similarly insured their employees.

12.5 The Contractor must, upon receipt of a written request at any time from the Principal, produce evidence that the insurances required by this Clause 12 have been effected and maintained.

13. AUTHORISED OFFICER

13.1 The Principal appoints the Authorised Officer to administer the Contract on behalf of the Principal. The Principal may change the identity of the Authorised Officer from time to time. The Principal must give written notice to the Contractor of any change in the identity of the Authorised Officer from time to time. The appointment of the Authorised Officer does not prevent the Principal from exercising any of its rights under the Contract.

13.2 The Contractor must, prior to commencing execution of the Work, appoint a representative (the “Contractor’s representative”) who shall be responsible for administering the Contract on behalf of the Contractor by giving written notice to the Principal. The Contractor may change the identity of the Contractor’s representative from time to time. The Contractor must give written notice to the Principal of any change in the identity of the Contractor’s representative from time to time.

13.3 The Contractor’s representative must have a detailed knowledge of all activities associated with the execution and completion of the Work and be authorised by the Contractor to make decisions and act on behalf of the Contractor.

13.4 The Contractor’s representative must:
(a) liaise with and report to the Authorised Officer; and
(b) be available for discussions with, and attend briefings when reasonably requested by, the Authorised Officer; and
(c) reply promptly to any correspondence from the Authorised Officer dealing with the Contract.

14. DIRECTIONS

14.1 The Principal or the Authorised Officer may give a Direction to the Contractor orally or in writing.

14.2 If a Direction is given orally, the person giving the Direction must promptly confirm the Direction in writing in accordance with Clause 6.

14.3 The Contractor and its employees must comply with any Direction within the time set out in the Direction or, if no time is stipulated, promptly after receipt of the Direction, unless otherwise specified in the Contract.

14.4 However, no Direction can alter or change the Contractor’s fundamental rights under the Contract.

15. SITE

15.1 The Principal must use reasonable endeavours to provide the Contractor with access to the Site:
(a) from the Site Access Date; and
(b) as is necessary to enable the Contractor to execute and complete the Work.
15.2 The Principal may defer the Site Access Date by giving written notice to the Contractor.

15.3 If the Principal defers the Site Access Date under Clause 15.2 for a specified period, the Date for Practical Completion must be deferred for the specified period.

15.4 If the Principal defers the Site Access Date by giving written notice under Clause 15.2:
(a) the Contractor may claim a variation of the Contract Price; and
(b) the deferral of the Site Access Date under Clause 15.2 is not a breach of the Contract by the Principal.

15.5 If the Contractor claims a variation of the Contract Price under Clause 15.4(a), the variation of the Contract Price must be:
(a) reasonable compensation for loss or damage suffered by the Contractor resulting from the deferral of the Site Access Date; and
(b) an amount mutually agreed between the Principal and the Contractor or, failing agreement, as determined in accordance with Clause 28 and the Contract Price must be varied accordingly.

15.6 In any event, the Contractor must use its best endeavours to mitigate any loss or damage suffered by the Contractor resulting from the deferral of the Site Access Date.

15.7 The Contractor may only access the Site so far as is necessary to enable the Contractor to execute and complete the Work.

15.8 The Contractor shall be deemed to have satisfied itself of and be responsible for the physical condition of the Site and in particular the suitability of the Site for the execution and completion of the Work.

15.9 The Contractor shall not be entitled to any extension of the Date for Practical Completion or any increase in the Contract Price by reason, directly or indirectly, of the physical condition of the Site.

16. **TIME**

16.1 The Contractor must substantially commence the execution of the Work at the Site within 14 days after the Site Access Date.

16.2 The Contractor must execute the Work in a manner and according to a program so that the Work reaches Practical Completion on or before the Date for Practical Completion.

16.3 Each party must promptly give to the other written notice of any delay of or incidental to the execution of the Work.

16.4 If the Contractor determines that execution of the Work will be delayed by any act or omission of the Principal or any agent or employee of the Principal, other than an employee of the Contractor, the Contractor must give written notice to the Principal within 7 days after the delay occurs and provide details of the delay and its cause.

16.5 If the Contractor gives written notice to the Principal under Clause 16.4, the Contractor shall be entitled to an extension of time for execution and completion of the Work (including the reaching of Practical Completion) as determined by the Authorised Officer acting reasonably.

16.6 In any event, the Contractor must take all reasonable steps to prevent and minimise delays.

16.7 If the Authorised Officer determines that the Contractor is entitled to an extension of time for execution and completion of the Work, the Authorised Officer must give written notice to the Contractor evidencing the extension of time so determined by the Authorised Officer.

16.8 If the Authorised Officer does not give written notice under Clause 16.7, the Contractor shall not be entitled to an extension of time for the delay claimed by notice in writing given under Clause 16.4.

16.9 If the Authorised Officer gives the Contractor written notice of an extension of time under Clause 16.7, the Contractor may give written notice to the Principal of the Contractor’s claim for a variation of the Contract Price.

16.10 For the purposes of Clause 16.9 the variation of the Contract Price must be:
(a) reasonable compensation for loss or damage suffered by the Contractor resulting from the delay; and
(b) an amount mutually agreed between the Principal and the Contractor or, failing agreement, as determined in accordance with Clause 28 and the Contract Price must be varied accordingly.
17. **COMPLETION**

17.1 The Contractor must execute the Work to the stage of Practical Completion to the satisfaction of the Authorised Officer on or before the Date for Practical Completion.

17.2 Promptly after receipt of a written request from the Contractor for the issue of a Certificate of Practical Completion, the Authorised Officer must inspect the Work and give to the Contractor:

(a) a Certificate of Practical Completion evidencing the Date of Practical Completion; or
(b) written reasons for not doing so.

17.3 The Authorised Officer must not issue a Certificate of Practical Completion unless he/she is satisfied that Practical Completion of the Work has been reached.

17.4 The issue of the Certificate of Practical Completion under the Contract:

(a) is not evidence that the Work has been executed satisfactorily; and
(b) does not release or discharge the Contractor from any present or prospective liability of the Contractor either under the Contract or otherwise.

18. **SUSPENSION, ACCELERATION AND VARIATION OF WORK**

18.1 The Authorised Officer may give a Direction to the Contractor requiring the Contractor to accelerate, suspend or vary the Work or any part of the Work under the Contract.

18.2 The giving of a Direction under Clause 18.1 does not invalidate the Contract.

18.3 If the Authorised Officer gives a Direction under Clause 18.1 requiring the Contractor to suspend or vary (by way of addition) the Work or any part of the Work, the Contractor shall be entitled to a reasonable extension of time for execution and completion of the Work (including the reaching of Practical Completion) as determined by the Authorised Officer acting reasonably.

18.4 If the Authorised Officer gives the Contractor a Direction under Clause 18.1, the Contractor shall be entitled to reasonable compensation for loss, damage or expense suffered by the Contractor resulting from compliance with the requirements of the Direction as mutually agreed between the Principal and the Contractor or, failing agreement, as determined in accordance with Clause 28 and the Contract Price must be varied accordingly.

18.5 In any event the Contractor must take all reasonable steps to minimise any loss, damage or expense suffered by the Contractor.

19. **LIQUIDATED DAMAGES**

19.1 If the Contractor fails to reach Practical Completion by the Date for Practical Completion, the Contractor must pay to the Principal the Liquidated Damages Amount for every day between the Date for Practical Completion and the Date of Practical Completion.

19.2 The liability of the Contractor calculated in accordance with Clause 19.1 is a genuine pre-estimate of liquidated damages suffered by the Principal and not a penalty.

19.3 The liability of the Contractor calculated in accordance with Clause 19.1 may be set off by the Principal against any monies owing by the Principal to the Contractor.

20. **MATERIALS AND WORKMANSHIP**

20.1 In the execution and completion of the Work under the Contract, all materials used and the standard of workmanship must comply with the requirements of the Contract. In the absence of such provisions, in the execution and completion of the Work under the Contract, the material or standard of workmanship, as the case may be, must be of a kind which is suitable for its purpose and consistent with the nature and character of the Work.

20.2 Unless stated otherwise in the Specification or the Special Conditions of Contract:

(a) all materials used in the execution and completion of the Work must be new; and
(b) all workmanship must be in accordance with the relevant manufacturer's recommendations or, if there are no relevant manufacturer's recommendations, the relevant Australian Standard where applicable.

21. **EXAMINATION AND TESTING**

21.1 The Authorised Officer may, at any time, give a Direction that any materials or workmanship executed or completed under the Contract by the Contractor be examined or tested.
21.2 The Contractor must provide all such assistance and samples and make accessible such parts of the Work under the Contract as may be required by the Authorised Officer.

21.3 If the Authorised Officer, acting reasonably, determines that any materials or workmanship do not comply with the requirements of the Contract, the Contractor must remedy the non-compliance within a period of time stipulated in writing in a Direction given by the Authorised Officer acting reasonably, failing which, the Principal may have such materials or workmanship remedied by persons other than the Contractor at the Contractor’s expense. Alternatively, the Principal may accept the materials or workmanship and deduct any reduced value or additional costs from payments due to the Contractor or recover the reduced value or additional costs as a debt due and payable by the Contractor to the Principal.

22. DEFECTS LIABILITY PERIOD

22.1 The Defects Liability Period commences on the date on which the Authorised Officer gives a Certificate of Practical Completion to the Contractor under Clause 17 and expires at the end of the period stated as the Defects Liability Period in Clause 2.1.

22.2 At any time during the Defects Liability Period, the Authorised Officer may give the Contractor a Direction requiring the Contractor to remedy any omission, defective workmanship or materials, damage, loss or injury of or incidental to the Work occasioned by faulty workmanship or materials.

22.3 The Contractor must, at the Contractor’s expense, comply with the requirements of any Direction given to the Contractor under Clause 22.2.

22.4 If the Contractor does not comply with the requirements of a Direction given under Clause 22.2, the Principal may have the omission, defect, damage, loss, or injury or that part of the omission, defect, damage, loss or injury as remains outstanding remedied by other persons and the costs so incurred shall be a debt due and payable by the Contractor to the Principal which may be deducted from payments otherwise owing by the Principal to the Contractor under the Contract.

23. CLEANING OF SITE

23.1 At all times during the execution of the Work the Contractor must clear away and remove from the Site all surplus material and rubbish arising from the execution of the Work.

23.2 On completion of the Work, the Contractor must clear away and remove from the Site all constructional plant, surplus material, rubbish and temporary works of every kind and leave the whole of the Site and the Work in a clean and tidy condition.

24. SECURITY (CASH DEPOSIT)

24.1 The Contractor must deliver the Security Deposit to the Principal not later than 14 days after the Principal delivers the Letter of Acceptance to the Contractor.

24.2 The Principal may apply the Security Deposit to:
   (a) remedy Contractor defaults under the Contract; and
   (b) compensate the Principal for loss or expense resulting from Contractor defaults under the Contract.

24.3 The Principal must place the Security Deposit in a Security Account in the Principal’s name with a Licensed Bank.

24.4 The Security Account must be operable by persons nominated from time to time by the Principal.

24.5 If the Contractor defaults under the Contract, the Principal may draw from the Security Account, without limiting or waiving an entitlement under the Contract:
   (a) the money, including accrued interest (if any), owing by the Contractor (where the default is constituted by non-payment of money);
   (b) the money the Principal has expended to remedy the default, rectify the damage resulting from the default and reimburse itself money otherwise lost or expended because of the default (where the default is failure to discharge a non-money obligation).

24.6 The Principal must apply the money drawn from the Security Account under Clause 24.5, so far as the money will extend, to:
   (a) discharging outstanding obligations of the Contractor under Contract; and
   (b) doing anything else that the Principal reasonably considers necessary to mitigate the damaging effects of incomplete or improperly completed Work performed by the Contractor; and
compensating itself for damages suffered as a result of the Contractor's breach of covenant.

24.7 The Principal must ensure that the money in the Security Account is only withdrawn and applied in accordance with this Clause 24.

24.8 Where the Principal lawfully withdraws and forfeits money from the Security Account, the Contractor must pay the Principal upon demand the lesser of:
   (a) the amount withdrawn by the Principal; and
   (b) the Security Deposit then required to be maintained pursuant to Clause 24.1.

24.9 If:
   (a) the Contract requires the Contractor to deliver a Security Deposit to the Principal; and
   (b) the Contract does not require the Contractor to deliver a Bank Guarantee to the Principal; and
   (c) the requirements of this Clause 24 are met,
the Principal must give to the Contractor a cheque for the money in the Security Account in excess of 2.5% of the Contract Price not later than 14 days after the date on which the Authorised Officer gives a Certificate of Practical Completion to the Contractor under Clause 17.

24.10 Subject to Clause 24.9, if the requirements of this Clause 24 are met, the Principal must give to the Contractor a cheque for the balance of the money in the Security Account not later than 14 days after the end of the Defects Liability Period.

24.11 The Contractor irrevocably appoints the Principal the Contractor's attorney, to execute whatever documents the Principal reasonably considers necessary or desirable to secure payment or retention of the Security Deposit.

24.12 Where the Contractor is a corporation, the documents the subject of Clause 24.11 include those necessary to secure registration, with the Australian Securities and Investments Commission, of particulars of the charge over the property of the Contractor (but limited to the cash comprising the Security Deposit) created by this Clause 24.

24.13 The Contractor must:
   (a) ratify whatever is done by the attorney appointed under Clause 24.11 in lawfully exercising the power of attorney; and
   (b) reimburse the Principal upon demand whatever costs the attorney reasonably and properly incurs in lawfully exercising the power of attorney.

25. **PAYMENT**

25.1 Subject to Clause 29, from each reference date under the Contract, the Contractor is entitled to a progress payment if the Contractor has undertaken to carry out construction work, or supply related goods and services, under the Contract.

25.2 The amount of the progress payment to which the Contractor is entitled under Clause 25.1 is the amount calculated on the basis of the value of the construction work carried out or undertaken to be carried out, or related goods and services supplied or undertaken to be supplied, by the Contractor under the Contract.

25.3 The Principal and the Contractor must value:
   (a) construction work carried out or undertaken to be carried out under the Contract; and
   (b) related goods and services supplied or undertaken to be supplied under the Contract,

25.4 A progress payment under the Contract becomes payable thirty (30) days after a payment claim for the progress payment is made under Clause 25.5.

25.5 If the Contractor claims to be entitled to a progress payment, the Contractor may serve a payment claim on the Principal. The payment claim must:
   (a) state the information mentioned in section 17(2) of the Building and Construction Industry Payments Act 2004; and
   (b) be served within the period stated in section 17(4) of the Building and Construction Industry Payments Act 2004.

25.6 If the Principal is served with a payment claim, the Principal may:
(a) reply to the payment claim by serving a payment schedule on the Contractor in accordance with section 18 of the Building and Construction Industry Payments Act 2004 (and pay the scheduled amount on or before the due date); or

(b) pay the whole of the progress payment identified in the payment claim to the Contractor on or before the due date for the progress payment.

25.7 If the Principal has served a payment schedule on the Contractor under Clause 25.6(a), the Principal may serve a later payment schedule on the Contractor to correct an error or mistake in the earlier payment schedule.

25.8 For the purposes of the calculation of progress payments under the Contract, the Principal and the Contractor must take into account the deduction of:

(a) retention monies (if any); and

(b) any amount which the Principal is or may be entitled to deduct under the Contract; and

(c) any amount which is due and payable by the Contractor to the Principal under the Contract or any other contract entered into between the Principal and the Contractor.

25.9 If the total of the monies to be deducted under Clause 25.8 exceeds the liability of the Principal to the Contractor, the Principal may have recourse to any Security Deposit or Bank Guarantee held by the Principal under the Contract.

25.10 The payment of monies by the Principal to the Contractor under this Clause 25 is not:

(a) evidence of the value of the construction work carried out or undertaken to be carried out under the Contract; or

(b) evidence of the value of the related goods and services supplied or undertaken to be supplied under the Contract; or

(c) an admission of liability of the Principal; or

(d) evidence that the Work has been executed or executed and completed to the satisfaction of the Principal.

25.11 For the purposes of this Clause 25:

(a) the expressions “construction contract”, “construction work”, “due date”, “progress payment” and “related goods and services” have the meaning given in the Building and Construction Industry Payments Act 2004; and

(b) “reference date” means the last day of the month in which the construction work was first carried out, or the related goods and services were first supplied, under the Contract and the last day of each subsequent month.

26. GOODS AND SERVICES TAX

26.1 Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

26.2 The Contract Price includes the Principal’s liability for GST on each taxable supply made under the Contract. The Principal is not obliged to pay any additional amount to the Contractor on account of GST on any taxable supply made under the Contract.

26.3 The Contractor must ensure that all invoices rendered to the Principal under the Contract are in a format that identifies any GST paid, and which permits the Principal to claim an input tax credit. However, this Clause 26.3 does not apply if a supply made under the Contract is not a taxable supply.

27. PAYG WITHHOLDING

27.1 This Clause applies if either the Contractor is not registered for GST and does not have an ABN or the parties are bound by a Pay As You Go voluntary agreement under section 12-55 of Schedule 1, Part 2-5 of the Taxation Administration Act 1953.

27.2 Where this Clause applies, the Principal is entitled to withhold from any payment tax calculated and to be held in accordance with the Pay As You Go withholding system.

28. SETTLEMENT OF DISPUTES

28.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
28.2 If a dispute arises between the parties regarding the Contract, a party may give written notice of the dispute to the other party (a “Dispute Notice”). A Dispute Notice must adequately identify and provide details of the dispute.

28.3 A Dispute Notice must be referred to a panel consisting of a representative of the Contractor who is authorised to settle the dispute and the Authorised Officer.

28.4 Within 7 days of the giving of the Dispute Notice, the panel must confer at least once to attempt to resolve the dispute or to agree on resolving the dispute by other means.

28.5 If the dispute has not been resolved within 28 days of the giving of the Dispute Notice, the dispute must be referred to arbitration.

28.6 Arbitration shall be effected by an arbitrator who shall be nominated by the Authorised Officer. The arbitration must be conducted in accordance with the provisions of the Commercial Arbitration Act 1990.

28.7 Nothing in this Clause shall prejudice the right of a party to institute proceedings to enforce payment due under the Contract or to seek injunctive or urgent declaratory relief in respect of a dispute under this Clause 28 or any matter arising under the Contract.

29. BREACHES AND TERMINATION

29.1 If the Contractor commits a substantial breach of the Contract, the Principal may give a written notice to the Contractor requiring the Contractor to show cause.

29.2 For the purposes of Clause 29.1, the Contractor commits a substantial breach of the Contract if the Contractor:

(a) fails to substantially commence the execution of the Work at the Site within 14 days after the Site Access Date; or

(b) fails to proceed with the Work at a reasonable rate of progress; or

(c) commits any other substantial breach of the Contract; or

(d) indicates that it is unable or unwilling to complete the Work.

29.3 A notice given under clause 29.1 must state:

(a) that the notice is given under Clause 29.1; and

(b) the alleged substantial breach of the Contract; and

(c) that the Contractor is required to show cause in writing why the Principal should not exercise a right referred to in Clause 29.4; and

(d) the date and time by which the Contractor must show cause (which must be a reasonable time after receipt of the notice by the Contractor); and

(e) the place at which the Contractor must show cause.

29.4 If the Contractor fails to show reasonable cause by the date and time stated in Clause 29.3(d), the Principal may, by giving written notice to the Contractor:

(a) terminate the Contract; or

(b) suspend payment and take the Work remaining to be completed wholly or partly out of the hands of the Contractor without prejudice to any rights of the Principal under the Contract or at common law.

29.5 If the Contractor commits an event of default, the Principal may, without giving a notice to show cause under Clause 29.1, exercise a right under Clause 29.4.

29.6 For the purposes of Clause 29.5, the Contractor commits an event of default if the Contractor:

(a) suspends payment of its debts or is unable to pay its debts; or

(b) has execution levied on any of the assets of the Contractor and the execution is not satisfied within 28 days; or

(c) enters into an arrangement, reconstruction or compromise with its creditors or any of them; or

(d) has a receiver appointed for all or any part of the assets of the Contractor; or

(e) has an application made or order filed for the Contractor’s administration, voluntary or compulsory liquidation, winding-up, dissolution or bankruptcy; or

(f) ceases to carry on business.
29.7 If the Principal takes the Work remaining to be completed wholly or partly out of the hands of the Contractor, the Principal may itself or by means of other persons:

(a) complete wholly or partly the Work remaining to be completed; and

(b) without payment of compensation, take possession of the constructional plant, equipment and other things on or in the vicinity of the Site as are the property of the Contractor.

29.8 If the costs incurred by the Principal in completing the Work under Clause 29.7 exceed the amount which would have been paid to the Contractor if the Contractor had completed the Work under the Contract, the excess shall be a debt due and payable by the Contractor to the Principal, otherwise, any difference shall be a debt due and payable by the Principal to the Contractor.

30. **WORKPLACE HEALTH AND SAFETY**

30.1 In this Clause 30, unless the context indicates otherwise:

(a) the expressions "notifiable incident" and "workplace" have the meaning given in the Work Health and Safety Act 2011 ("the WHS Act"); and

(b) the expression "principal contractor" has the meaning given in the Work Health and Safety Regulation 2011 ("the WHS Regulation").

30.2 If the Site is a workplace for the purposes of the WHS Act, from the date of acceptance of the Tender Response of the Contractor by the Principal (by Letter of Acceptance) until completion of the Work under the Contract:

(a) the Principal engages the Contractor to act as the principal contractor for the purposes of section 293(2) of the WHS Regulation; and

(b) the Principal authorises the Contractor to manage and control the workplace at which the Work is to be undertaken, and to discharge the duties of a principal contractor under chapter 6 of the WHS Regulation for the Work; and

(c) the Contractor is deemed to have accepted the engagement in Clause 30.2(a); and

(d) the Contractor is deemed to have accepted responsibility for the management and control of the workplace at which the Work is to be undertaken, and undertakes to discharge the duties of a principal contractor under chapter 6 of the WHS Regulation for the Work; and

(e) for the purposes of the execution and completion of the Work under the Contract, the Contractor is responsible for performance of the functions of the principal contractor under each of the WHS Act and WHS Regulation.

30.3 The engagement of the Contractor as the principal contractor under the WHS Regulation in accordance with Clause 30.2 continues for the period specified in Clause 30.2 unless revoked by the Principal. The Principal may revoke the engagement of the Contractor as the principal contractor under the WHS Act by giving reasonable written notice to the Contractor at any time.

30.4 The Contractor must indemnify and keep indemnified the Principal against all liabilities which may be imposed under, or which may arise out of, the enforcement of any provision of the WHS Act or the WHS Regulation.

30.5 If a notifiable incident occurs of or incidental to the execution or completion of the Work, the Contractor must promptly give written notice of the occurrence of the event to the Principal.

30.6 If the Site is a workplace and more than one contractor is appointed by the Principal to undertake work at the Site at the same time, Clauses 30.2 to 30.4 inclusive do not apply.

31. **CLAUSES TO SURVIVE TERMINATION**

31.1 The following Clauses survive the termination of the Contract:

(a) Clause 10 – Indemnity by Contractor; and

(b) Clause 32 – Set Off; and

(c) Clause 34 – Confidentiality; and

(d) Clause 37 – Right to Information and Disclosure; and

(e) Clause 38 – Information Privacy.
32. **SET OFF**

32.1 The Principal may deduct from moneys due to the Contractor under the Contract or on any other account, any moneys due from the Contractor to the Principal under the Contract or on any other account, and if those moneys are insufficient, the Principal may have recourse to any Security Deposit or Bank Guarantee held by the Principal under the Contract. Nothing in this Clause shall affect the right of the Principal to recover from the Contractor any moneys due from the Contractor to the Principal or any balance that remains owing after the deduction of moneys due from the Contractor to the Principal.

33. **CONFLICT OF INTEREST**

33.1 The Contractor warrants that, to the best of its knowledge, information and belief, at the time of commencement of the Work, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If, during the execution and completion of the Work, a conflict of interest or risk of such conflict arises because of work undertaken for any person other than Principal, the Contractor must promptly give written notice to the Authorised Officer of that conflict of interest or risk of it.

33.2 The Contractor must take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the execution and completion of the Work, engage in any activity or obtain any interest, which is in conflict with the execution and completion of the Work for the Principal under the Contract. Any such activity must be disclosed in writing to the Authorised Officer immediately.

33.3 Where the Authorised Officer receives a notice of conflict of interest under this Clause, the Principal may give the Contractor a written notice to show cause under Clause 29.1.

34. **CONFIDENTIALITY**

34.1 The Contractor must, and must ensure that its employees, agents and approved subcontractors, keep confidential any information obtained in the course of performing the Contract.

34.2 If required by the Special Conditions of Contract, the Contractor's employees, agents and approved subcontractors must deliver to the Principal a confidentiality undertaking in the form required by the Principal.

34.3 In the event of a breach of a confidentiality undertaking entered into pursuant to Clause 34.2, the Principal may terminate the Contract by giving written notice to the Contractor.

34.4 However, the Contractor may disclose any information:

(a) which it is legally required or entitled to disclose; or

(b) to its legal and accounting advisers for the purposes of obtaining advice in relation to the Contract or any matter arising from the Contract.

35. **PORTABLE LONG SERVICE LEAVE**

35.1 In this Clause 35, the expressions “approved form”, “authority”, “building and construction work” and “levy” have the meaning given in the *Building and Construction Industry (Portable Long Service Leave) Act 1991* ("the BCI (PLSL) Act") unless the context indicates otherwise.

35.2 If building and construction work is carried out under the Contract:

(a) an approved form will be filed by the Principal with the authority or its agent; and

(b) the Principal will pay the authority or its agent the amount of levy at or before the time for its payment,

in accordance with the requirements of Part 8 of the *BCI (PLSL) Act*.

36. **MISCELLANEOUS**

36.1 The Contractor must comply with all relevant laws and the requirements of any relevant statutory authority in executing and completing the Work.

36.2 The Contract is governed by and construed in accordance with the laws of the State of Queensland, and the parties submit to the jurisdiction of the Courts of that State and all Courts competent to hear appeals therefrom.

36.3 No agreement or understanding that varies or amends the Contract will bind any party unless and until agreed to in writing by all parties.

36.4 None of the conditions of the Contract will be waived or deemed waived, except by notice in writing signed by the party waiving the right.
36.5 The Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in the Contract.

36.6 The parties to the Contract are independent contractors and nothing in the Contract will appoint the Contractor as agent or employee of the Principal.

37. **RIGHT TO INFORMATION AND DISCLOSURE**

37.1 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Local Governments).

37.2 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.

37.3 Information provided by the Contractor is potentially subject to disclosure to third parties pursuant to the RTI Act.

37.4 If disclosure under the RTI Act, or general disclosure of information provided by the Contractor, would be of substantial concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research, or other information of a confidential nature, including Personal Information, this should be indicated by the Contractor. The Principal cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

38. **INFORMATION PRIVACY**

38.1 Where the Contractor or its subcontractors have access to or are responsible for holding Personal Information, the Contractor must:

   (a) comply with parts 1 and 3 of chapter 2 of the Information Privacy Act 2009 as if the Contractor were the Principal; and

   (b) ensure that the Personal Information is protected against loss, unauthorised access, use, modification or disclosure, and against other misuse; and

   (c) not use the Personal Information other than for the purpose of the Contract, unless required or authorised by law; and

   (d) not disclose the Personal Information without the written agreement of the Principal, unless required or authorised by law; and

   (e) not transfer the Personal Information outside Australia without the consent of the Principal; and

   (f) ensure that its personnel do not access, use or disclose the Personal Information other than in the performance of their duties; and

   (g) immediately notify the Principal if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law; and

   (h) fully cooperate 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 requirements as the Principal reasonably advises the Contractor from time to time.

38.2 Where the Principal is not reasonably satisfied, on the basis of information provided to it by the Contractor, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, the Principal may at any time require the Contractor to make its subcontractors aware of its obligations, in accordance with this Clause 38 including, when requested by the Principal, requiring any subcontractor to promptly sign a privacy undertaking in a form approved by the Principal.

39. **DISTURBANCE**

39.1 The Site may be occupied during the currency of the Contract. The Contractor must ensure minimal inconvenience and disturbance to the occupants of the Site.

40. **PUBLICITY**

40.1 The Contractor must not issue any information, publication, document or article for publication in any media which includes details of the Work under the Contract without the prior written approval of the Principal.
41. **ENVIRONMENTAL PROTECTION**

41.1 The Contractor must, at all times, take adequate measures to control noise on the Site.

41.2 The Contractor must comply with all statutory requirements relating to the control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all subcontractors observe similar care.

41.3 The Contractor must arrange his operations and provide silencing equipment to his plant, at his own expense, to whatever extent is necessary to satisfy the applicable statutory requirements in relation to the sound level arising from the Contractor’s operations near the boundaries of the Site.

41.4 The Contractor must at all times:

(a) comply with the requirements imposed by the Authorised Officer relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other statutory requirements applicable to the Site; and

(b) comply with all statutes, regulations and local laws relating to the protection of the environment; and

(c) obtain the prior written approval of the Authorised Officer for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented; and

(d) ensure that no trees or shrubs are removed or destroyed without the prior written approval of the Authorised Officer; and

(e) ensure that no fire is lit without the prior written approval of the Authorised Officer; and

(f) store flammable or explosive products in accordance with the relevant statutes and to the approval of the Authorised Officer.

41.5 The Contractor must take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the Work under the Contract.

41.6 The Contractor must prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like onto persons or property.

41.7 All debris, spoil, rubbish and materials must be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

41.8 The Contractor must maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

41.9 All Site refuse (including foodstuffs) must be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Authorised Officer.

42. **CONTRACTOR’S REPRESENTATIVE**

42.1 The Contractor’s representative must have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

43. **EXISTING IMPROVEMENTS**

43.1 Where, within the Site, there are a range of existing improvements, roads, drainage and other services, the Contractor must protect and maintain the same throughout the execution of the Work under the Contract.

43.2 The Contractor must implement traffic control measures so as to maintain all roads on the Site in a safe trafficable condition.

44. **WORKMEN’S’ AMENITIES**

44.1 The Contractor must provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on Practical Completion of the Work.

44.2 Occupation of any part of the Work and Site for the provision of workmen’s amenities shall not be permitted without the prior written approval of the Authorised Officer.

45. **TRADE NAMES**

45.1 Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Authorised Officer the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Authorised Officer.
45.2 The approval of the Authorised Officer must not be anticipated because the Authorised Officer has given a similar approval under a previous contract.

46. **SAFETY MANAGEMENT PLAN**

46.1 The Contractor must, throughout the execution of the Work, implement and maintain a “Safety Management Plan”.

46.2 The Contractor must prepare the Safety Management Plan in conjunction with a person suitably experienced and qualified in safety matters.

46.3 Prior to the commencement of the Work, the Contractor must supply to the Authorised Officer in writing, its Safety Management Plan.

47. **INDUCTION TRAINING**

47.1 Employees of the Contractor and its subcontractors and employees of subcontractors must not commence work on the Site until they have been inducted.

47.2 Upon commencement of work on the Site, the Contractor must further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and, where relevant, must include the use of powered plant, tools and equipment.

48. **PRE-JOB PLANNING**

48.1 Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor must supply to the Authorised Officer a Safe Work Procedure (“SWP”) prior to commencing such activity or type of work on the Site.

48.2 The Contractor must induct its employees and its subcontractors and employees of its subcontractors with regard to the SWP and must prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

49. **SITE AND PUBLIC SECURITY**

49.1 Notwithstanding the Contractors’ obligations to Site and public security as stated elsewhere in this Contract, the Contractor must monitor and control wherever practical, the access of all persons to the Site.

49.2 The Contractor must ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representatives of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

50. **OCCUPIED SITES**

50.1 In the event of the Site being a partially occupied Site, the Contractor must liaise with the occupier regarding safety and health requirements.

50.2 The Authorised Officer will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements. The Safety Management Plan must incorporate the Contractor's own operations and interface with the occupiers’ operations.

50.3 The Contractor shall be responsible for the implementation of the safety and health standards on the occupied Site for the duration of the Contract and must co-ordinate and integrate the Work.

51. **SERVICES INSTALLATION**

51.1 The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services must be installed in an order that will ensure that they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

51.2 The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

52. **WORKING DAYS AND HOURS**

52.1 Working days and hours shall be taken as Monday to Friday inclusive between the hours of 7.00 a.m. and 6.00 p.m. (excluding public holidays). These shall be the “Standard Days and Hours” for the purposes of the Contract. No work shall occur on Christmas Day, Boxing Day, New Year's Day or Good Friday.

52.2 Unless provided for elsewhere in the Contract or approved by the Authorised Officer no Work shall be executed outside of the Standard Days and Hours except in emergent circumstances or where a particular
construction activity dictates that Work is necessary outside the Standard Days and Hours. Where Work is executed outside of the Standard Days and Hours by reason of necessity, the Contractor must obtain the written approval of the Authorised Officer prior to executing the Work.

52.3 The Authorised Officer may approve the execution of Work outside the Standard Days and Hours if he considers that it will not cause undue interference, disturbance or other nuisance to residents in the vicinity of the Site.

52.4 The Principal may recover all costs properly incurred by the Principal in respect of providing any necessary supervision of construction operations undertaken outside the Standard Days and Hours as a debt due from the Contractor. However, no such cost shall be recoverable from the Contractor where:

(a) working outside the Standard Days and Hours is specifically provided for elsewhere in the Contract; or

(b) working outside the Standard Days and Hours (for the relevant Work) has been approved by the Authorised Officer prior to commencement of the relevant Work; or

(c) the relevant Work is of an emergent nature, for safety of the public or protection of the Work, resulting from an event beyond the control of the Contractor.

53. **ADVERTISEMENTS AND PROMOTIONS ON SITE**

53.1 The Contractor may erect on the Site, or permit to be erected on the Site, only those signs:

(a) required by law; or

(b) specified in the Contract.

53.2 The Contractor must not erect on the Site, or permit to be erected on the Site, any other sign, advertisement, promotion or other display without the prior written approval of the Authorised Officer.