INVITATION TO TENDER

SECTION 2 - 4

TENDER 30-19
MECHANICAL MAINTENANCE
(WASTE WATER TREATMENT PLANT AND
SEWER PUMP STATION)

TIME & DATE OF CLOSURE: 2pm - Thursday, 9 August 2018

MANDATORY BRIEFING: 11am – Tuesday, 31 July 2018
Venue: Lyons Street Depot

LODGEMENT: By LG Tender Box:
www.lgtenderbox.com.au

CONTACT OFFICER: Clint Swanton
Email: contracts@gladstone.qld.gov.au
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Please refer to separate Word document for Section One

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SECTION ONE - OFFER DOCUMENTS

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SECTION TWO - GENERAL CONDITIONS OF TENDERING

2.1 CITATION, INTERPRETATIONS AND DEFINITIONS

(1) CITATIONS

(a) This document may be cited as the General Conditions of Tendering.

(b) For the purpose of citing any provisions herein, this document is set out in Clauses, Subclauses, Paragraphs and Subparagraphs as follows:

- Clauses are denoted by a number;
- Subclauses are denoted by a number in brackets;
- Paragraphs are denoted by a letter in brackets;
- Subparagraphs are denoted by roman numerals in brackets.

(2) RULES RELATING TO TIME

When any day, or when the last of several days, provided or appointed by or in pursuance of the tender documents for any purpose in any year happens on a Sunday, or a day which is a public holiday throughout Queensland, or in the area of the Region of Gladstone, then such provision and appointment shall take effect as for the next following day which is not a Sunday or a public holiday.

(3) INTERPRETATIONS AND DEFINITIONS

(a) In these General Conditions of Tendering, unless the context otherwise indicates or requires, the following terms have the meanings assigned to them as set out below:

‘Authorised Officer’ - any officer appointed by the Council to be an Authorised Officer.

‘Contract’ - any contract for the execution of any work or for the supply of any goods or materials for which tenders are or have been invited.

‘Council’ - The Council of the Region of Gladstone

‘G.S.T’ – Goods and Services Tax

‘Officer’ - the term shall include any officer or employee of the Council or any other person (or employee of that person) engaged by the Council to represent or advise it relevant to a contract or any parts thereof.

‘Tender Documents’ - all the documents specified in the ‘Table of Contents’.

(b) (i) Words imparting the singular number include plural and masculine gender the feminine or neuter and vice versa and words imparting persons include corporations and vice versa.

(ii) Headings and any marginal notes have been inserted for guidance only and shall not be deemed to form any part of the context.

(iii) Reference to a statue or ordinance include all regulations under, or amendments to, that statute or ordinance whether by subsequent statute or ordinance or otherwise and a statute or ordinance passed in substitute for the statute or ordinance referred to or incorporating any of its provisions.

(4) RESOLUTION OF INCONSISTENCIES

All parts of the Tender Documents shall be read and construed together as a whole so that all parts are as far as possible consistent with each other. Where the Tender Documents contradict or are inconsistent with each other, and to the extent to which it is not possible to reconcile them, priority of interpretation should be given to Special Documents over General Documents.

2.2 DESCRIPTION OF TENDER

(1) The description of the tender/contract is as set out hereunder:

(a) OFFER NO.: 30-19

(b) TITLE: MECHANICAL MAINTENANCE

(c) TIME & DATE OF CLOSING: 2pm, Thursday, 9 August 2018

(d) DATE FIRST ADVERTISEMENT PUBLISHED: 12 July 2018

2.3 DIRECTIONS REGARDING TIME

(1) The commencement date of the Contract will be as stated in Council’s letter of acceptance but is anticipated to be September 2018.

(2) If the Tenderer knows of any matter which may limit his capacity to comply with any such commencement date, he must explain this matter in his tender and indicate the earliest and latest commencement date.

(3) The following indicative timetable is provided for Tenderers’ information. The Council reserves the right to depart from the timetable, including without limitation the right to alter dates and to delete steps from or to add steps to the process, without prior notice to all or any Tenderer(s).
Timetable
Request for Tender advertised Thursday, 12 July 2018
Tender Briefing Tuesday, 31 July 2018
Tender closes Thursday, 9 August 2018
Acceptance of Contract September 2018
Contract Commencement October 2018

2.4 SUPPLY OF TENDER DOCUMENTS AND ADDITIONAL INFORMATION

(1) Tender documents are available from Council's website:
http://www.gladstone.qld.gov.au

(2) Tender documents may be inspected, without charge, at the office of the:

Contracts Office
13 Lyons Street Depot
GLADSTONE QLD 4680

(3) Further information can be obtained by reference to the following officer:

Officer: Contracts Unit
Location: 13 Lyons Street Depot, Gladstone
Telephone No.: 07 4976 6002

(4) (a) Any prospective Tenderer may, within a reasonable time before the specified closing time, request information on the meaning of any part of the Tender Documents, including any technical point of doubt in the Specification, but no such request shall be considered unless it is submitted in writing to the Chief Executive Officer. Advice, in writing, in respect of the information requested, shall be given to the Chief Executive Officer, such advice could have an effect on tenders, similar written advice shall be given forthwith by the Council to all known prospective Tenderers.

(b) When submitting his tender, if a Tenderer has doubt as to the meaning of any part of the Tender Documents, he shall complete and submit Clause 1.5 Schedule of Disputed Interpretations and shall state therein the interpretation upon which he relies and upon which his tender has been prepared.

(c) Notwithstanding the above, the Tenderer is free to make his own inquiries of the officers nominated in Clause 2.4(3) herein for the purpose of inspecting the site and/or generally discussing the tender PROVIDED THAT Council shall not be bound by any information given unless confirmed in writing under the hand of the Chief Executive Officer.

2.5 DIRECTIONS FOR TENDER FORM AND PREPARATION

Any tender which does not comply with the conditions set out in this Clause may be rejected.
(1) (a) In completing the Tender Form, every Tenderer shall insert the full Christian name, surname, and address of the Tenderer; and when the tender is in the name of a firm, the names, in full, of each member of the firm and each of their respective addresses.

(b) When the tender is by a company, the name of the Company and the address of the registered office of the Company shall be inserted; furthermore, the Tenderer shall state whether or not the Company is a subsidiary of any other company and shall also indicate the State of the Commonwealth in which the Tenderer’s Company is registered and its registration number.

(2) Where a Tenderer is an agent acting for a principal supplier, the Tender Documents must be signed either by the principal, or clearly ‘as agent for the principal’.

(3) Tenderers shall complete and submit all information called for in the Tender Document. Any Tender which does not comply in every respect with the requirements of the Tender Documents may be rejected at Council's absolute discretion.

(4) All amounts stated in the Schedule to Tender Form shall be in Australian currency and be exclusive of G.S.T.

(5) All Tender Documents and attachments, including any additional information supplied by the Tenderer, should be clearly marked with the offer number, contract name and closing date.

(6) All information supplied in the Tender shall be in ink or typewritten.

(7) Any erasure or alteration in the Tender must be initialled by the Tenderer.

(8) Tender Forms requested to be completed in Section One plus any other requirements of the Tender must be returned.

(9) Tenders and all supporting documents lodged by the Tenderer shall become the property of the Council and on no account will they be returned to the Tenderer.

2.6 IDENTIFICATION OF SEALED ENVELOPE

Not applicable

2.7 TENDER DEPOSITS

Not applicable

2.8 LODGEMENT OF TENDERS

(1) METHODS OF LODGEMENT

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(a) **Electronic Submission**: No tender received by telephonic, telegraphic, facsimile advice or email will be considered. However, Tenders may be lodged electronically via the LG Tender Box at [www.lgtenderbox.com.au](http://www.lgtenderbox.com.au). To do so, Tenderers must be registered with LG Tender Box and must have downloaded the tender documents directly from the LG Tender Box.

(2) The specified closing time for the receipt of tenders is **2pm** on the date specified on the Tender Form.

(3) Subject to Subclause (1) of this Clause, any tender received after the time specified for closure will be rejected.

(4) The tender documents and all supporting documents and plans lodged by the Tenderer shall become the property of the Council and on no account will they be returned to the Tenderer.

### 2.9 EXTENSION OF CLOSING TIME FOR LODGEMENT

Should the Council desire to extend the closing time for the receipt of tenders, it shall, by way of public notice, specify the time of any such extension. The Council may in addition if it so desires, notify known prospective Tenderers.

### 2.10 OPENING OF TENDERS

There will be no public opening of offers. Details of the names of tenders received shall be available by written request addressed to the Council Contracts Coordinator within forty-eight (48) hours from close of tender. Commercial - in - Confidence information shall not be publicly released. However, Council reserves the right to disclose any prices and/or lump sum tender amounts in its Council meeting minutes following a decision on offers. Further, and in accordance with the Local Government Regulation 2012 (Part 4 Section 237), from 14th December 2012, Council is required to publish on its website and in a conspicuous place in its public office relevant details for contracts entered into that are worth $200,000 (excluding GST) or more however it may publish all tenders on its website regardless of price.

### 2.11 INFORMAL TENDERS

Any tender which does not comply in every respect with the requirements of the Tender Documents may be rejected.

### 2.12 ALTERNATIVE (NON-CONFORMING) TENDERS

(1) Notwithstanding the provisions of the preceding Clause 2.11, and subject to Subclause (2) of this Clause, Tenderers may submit alternative tenders in addition to or in lieu of conforming tenders if they so desire but the Council is not bound to consider them for acceptance.

(2) Whenever an alternative (non-conforming) tender is submitted, Clause 1.4 *Schedule of Variation from Tender Documents* shall be completed and signed and submitted with the tender.
2.13 WITHDRAWAL OF TENDERS

Notice of withdrawal of tender must be in writing and signed in the same manner as the tender.

2.14 CLASSIFICATION OF CONTRACT

This contract shall be a Lump Sum Contract.

2.15 RISE AND FALL

Not applicable.

2.16 INVESTIGATIONS, INSPECTIONS BY TENDERER

1. The Tenderer shall be deemed to have carefully read and examined the Tender Documents and if he has any doubts as to the meaning of any part thereof he is required to resolve such doubts or record them in accordance with Clause 2.4(4).

2. Tenderers may visit the sites of the work and satisfy themselves of local conditions and facilities, the Council not being liable for any claim on the ground of insufficient information. In this regard, a MANDATORY BRIEFING will be held 11am, Tuesday, 31 July 2018 at Shed Meeting Room, Lyons Street Depot, Gladstone. Offers will only be accepted from those Tenderers attending this mandatory briefing.

3. In submitting a tender, the Tenderer acknowledges that he has adequately informed himself regarding all conditions and matters relating to the tender and relies upon his own examinations and investigations as to the description, extent and location of the work to be performed and all local and general conditions which may affect performance of the Contract.

2.17 GOODS AND SERVICES TAX

1. With the introduction of a goods and services tax (G.S.T.) from 1 July 2000, there are implications that may affect goods and services and contractual arrangements. Tenderers are advised that further information on how changes affect contracts can be obtained by contacting the Australian Taxation Office Infoline on 132478.

2. Tenderers shall include in their prices the government imposed good and services tax (GST) applicable to this tender. The tender prices will be assumed to contain any necessary GST and no further payment in excess of the tender prices will be made to the Contractor on the grounds of non-inclusion of this tax.

3. Tenderers are advised that the Contractor for this contract will be required, where relevant, to submit a “tax invoice” as may be required by the Australian Taxation Office. Council require all prices to be quoted inclusive of GST where applicable.
2.18 TENDER FORMS

Tenderers are required to complete and submit the following:

- 1.1 Tender Form
- 1.2 Schedule to Tender Form
- 1.3 Schedule of Variation from Tender Documents
- 1.4 Schedule of Disputed Interpretations
- 1.5 Schedule of Relevant Experience
- 1.6 Quality Assurance Statement
- 1.7 Schedule of Proposed Program
- 1.8 Schedule of Particulars
- 1.9 Schedule of Site Subcontractors
- Tenderers WH & S Systems Questionnaire

Tenderer's attention is drawn to Clause 2.11 Informal Tenders above, in relation to the requirement of completion of all documentation.

2.19 ACCEPTANCE OF TENDERS

(1) The Council may accept the tender, which on a view of all the circumstances appears to it to be the most advantageous, or the Council may decline to accept any of the tenders.

(2) A tender shall be deemed to be accepted when notice in writing, under the hand of the Chief Executive Officer, has been given to or served upon the Tenderer in accordance with Clause 2.24.

(3) The Council reserves the right by negotiation to confer with any or all Tenderers to reach an agreement or compromise in relation to all matters covered by the Tender. If none of the Tenders are acceptable, negotiations for an amended Tender may be conducted, in the first instance, with the initially preferred Tenderer, or the tender process may be abandoned.

(4) The Council reserves the right to accept the whole or any portion of any offer and shall not be bound to accept the lowest or any tender, nor will the Council be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of his tender.
(5) Unless and until a formal agreement is executed, the tender together with the Council’s written acceptance thereof shall constitute the Contract between the Council and the successful Tenderer and the Contract shall come into force on the date of acceptance of the tender.

2.20 EXECUTION OF DEED

(1) The successful Tenderer, shall, if required by Council, within (1) month from the date of acceptance of the tender, execute, sign and deliver to the Council a deed or agreement for the due and faithful performance and fulfilment of his tender and the contract arising out of the acceptance thereof, such deed or agreement to be in the Council’s usual form (refer Appendix One) and which is entitled Standard Instrument of Agreement.

(2) Where the Contractor is a corporation that is a subsidiary of another corporation or is a corporation that is related to another corporation, the Contractor shall, if so requested in writing by the Council, lodge with the Council at the time of execution of the Instrument of Agreement, a Deed of Guarantee, Undertaking and Substitution for the performance of the obligations and the discharge of the liabilities of the Contractor under the Contract in a form approved in writing by the Council, duly executed by the Contractor and that other corporation.

For the purpose of this Subclause:

(a) a corporation is a subsidiary of another corporation if, under the Act of the State or Ordinance of the Territory under which the first mentioned corporation is incorporated or registered, it is to be deemed to be, for the purposes of that Act, or that Ordinance, a subsidiary of that other corporation; and,

(b) a corporation is related to another corporation if, under the Act of the State or Ordinance of the Territory under which the first mentioned corporation is incorporated or registered, it and the other corporation are to be deemed to be for the purposes of that Act or that Ordinance, related to each other.

(3) Should the successful Tenderer, after receiving written notice of this tender having been accepted, fail, neglect or refuse to comply with the provisions of this Clause, the Council, in addition and without prejudice to anything contained in these General Conditions of Tendering or to any other right, power or remedy of the Council, may, by notice in writing to the Tenderer, rescind the acceptance of the tender, and all monies and/or securities deposited by the Tenderer in respect of the tender shall be forfeited to the Council.

2.21 LODGEMENT OF SECURITY

(1) Within fourteen (14) days from the notification of acceptance of the tender, the Contractor shall lodge with the Council security in a form specified herein for the due and faithful performance and fulfilment of his Tender and the Contract arising out of the acceptance thereof.
(2) The amount of security to be lodged shall be 5% (2 x 2.5%)

(3) The security may be in a form of bank cheque, unconditional Bank Guarantee in favour of the Council, or other form approved by the Council in writing.

(4) The Council may approve the substitution of other security for any security held under this Clause.

If any security furnished under this Clause shall, for good reason, cease to be acceptable to the Council, the Contractor shall, upon written request by the Council, furnish within seven (7) days alternative acceptable security equal in amount to that of the unacceptable security which shall be released by the Council to the Contractor on receipt of the alternative security.

If the security is not transferable by delivery, it shall be accompanied by an executed and stamped transfer of the security to the Council.

(5) Under no circumstances will interest moneys be paid to the Contractor on account of securities held by the Council.

(6) Should the successful Tenderer, after receiving written notice of his tender having been accepted, fail, neglect or refuse to comply with the provisions of this Clause, the Council, in addition and without prejudice to anything contained in these General Conditions of Tendering or to any other right, power or remedy of the Council, may, by notice in writing to the Tenderer, rescind the acceptance of the Tender and all moneys and/or securities deposited by the Tenderer in respect of the tender shall be forfeited to the Council.

2.22 INTERVIEW OF COUNCILLORS AND OFFICERS

(1) After the closing time for Tenders and before any Tender has been accepted or rejected, a Tenderer is prohibited from interviewing any Councillor of the Council relevant to a Tender submitted by the Tenderer except during the course of a duly convened meeting of the Council, the Chief Executive Officer being present, and the Minutes of Proceedings thereof being duly recorded.

(2) After the closing time for the Tenders and before his Tender has been accepted or rejected, a Tenderer is prohibited from interviewing any officer of the Council relevant to a Tender submitted by the Tenderer except in accordance with the provisions of the following:

(a) Should any Tenderer or any person on his behalf desire to make any oral explanation or to submit orally additional information concerning the Tender submitted by such Tenderer or the goods or materials to be supplied, he may make written application to the Chief Executive Officer for permission to interview an officer and set out the reason why he desires such interview. Where, in the opinion of the Chief Executive Officer, the interests of the Council would be served if such Tenderer or such person were permitted to interview an officer, he may grant such
permission subject to the interview taking place with an officer or officers authorised by him to give such interview.

(b) If, in the opinion of the Chief Executive Officer, it is in the interest of the Council that further information should be sought and obtained from a Tenderer or the representative or agent of such Tenderer after the closing time for the Tender submitted by such Tenderer and before it is accepted or rejected, concerning such Tender, he may authorise an officer or officers to seek an interview with such Tenderer, representative or agent.

(c) Immediately after every authorised interview has taken place, such officer or officers shall make an accurate report, in writing, of the proceedings at such interview and deliver it to the Chief Executive Officer.

(d) Any such information as above may be requested by an Authorised Officer, in writing, or by telephonic, telegraphic or facsimile request to such Tenderer, representative or agent. Provided that any such telephonic, telegraphic or facsimile request shall forthwith be confirmed, in writing. Any such information furnished by or on behalf of the Tenderer shall forthwith be confirmed in writing.

2.23 COUNCIL NOT BOUND BY ORAL ADVICE

The Council shall not be bound by any oral advice given or information furnished by a Councillor or Officers of the Council in respect of the Tender but shall be bound only by written advice or information furnished by the Council under the signature of the Chief Executive Officer or an Authorised Officer.

2.24 SERVICE OF NOTICES

(1) Every notice or other document required to be given to or served upon a Tenderer by the Council is sufficiently authenticated if signed by the Chief Executive Officer or by any officer duly delegated with power to act for the Chief Executive Officer in the matter.

(2) (a) Any notice, information or other document required by the Tender Documents to be served upon or given to the Council by the Tenderer may be served or given:

(i) by delivering the same to the Chief Executive Officer; or,
(ii) by forwarding the same by post addressed to the Chief Executive Officer.

(b) For the purpose of Subparagraphs (i) and (ii) above, the address of the Chief Executive Officer is as follows:

The Chief Executive Officer
Gladstone Regional Council
101 Goondoon Street
GLADSTONE QLD 4680
(3) Any notice, information or other document required to be served upon or given to the Tenderer may be served or given:

(a) by delivering the same to the Tenderer; or

(b) by leaving the same at the Tenderer’s address for service; or

(c) by forwarding the same by post in a prepaid letter addressed to the Tenderer at his address for service.

(4) The Tenderer’s address for service shall be the address notified by the Tenderer on the Tender Form.

(5) Any document forwarded by post in accordance with this Clause shall be deemed to have been served at the last moment of the day on which the same ought to be delivered at its destination in ordinary course of post, and in providing service it shall be sufficient to prove that the same was properly stamped and addressed and put into the post.

2.25 CHANGE TO TENDERS

In accordance with Section 228 of the Local Government Regulation 2012, Council reserves the right, prior to acceptance by Council, to invite all Tenderers to change their tenders to take account of a change in the tender specifications.

2.26 ADDITIONAL DIRECTIONS REGARDING COMPLETION OF TENDER FORMS

Not applicable

2.27 COMMERCIAL IN CONFIDENCE DISCUSSIONS

At any time during the tendering process Council may hold Commercial in Confidence Discussions with any Tenderer to assist Council in clarifying and considering the tender response.

2.28 RIGHT TO INFORMATION

The Right to Information Act 2009 (RTI) and the Information Privacy Act 2009, replaced the Freedom of Information laws, and came into operation on 1 July 2009 (State). The RTI provides members of the public rights to access to official documents of Agencies including Local Authorities. These documents include documents submitted to Government by private persons and organisations. Therefore, an offer submitted in response to an invitation is subject to the RTI Act. The RTI provides for a specific exemption if disclosure would disclose trade secrets or information of commercial value unless disclosure is shown to be in the public interest.

The RTI extends as far as possible the right of the community to access information in the possession of the above organisations, limited only by certain exemptions and exceptions.
necessary for the protection of essential public interests and private and business affairs of persons in respect of whom information is collected and held by such organisations.

2.29 EVALUATION CRITERIA

Compliance with the requirements of the offer documents - if tenders submissions do not substantially comply with the tender documents or meet the minimum safety requirements then they will not be further considered for evaluation.

Evaluation of submissions will be undertaken on the technical and value aspects utilizing the following evaluation criteria:

- capability and appropriate resources to carry out the Contract
- performance records of Tenderer
- proposed program / availability
- Safety and safety management systems
- quality assurance and environment
- whole of contract pricing
- enhancement of local business and industry.

2.30 RECRUITMENT AND EMPLOYMENT OF LABOUR

Council encourages the development of competitive local businesses within the Region first, and second within the adjoining local governments' borders. Council will enhance the capabilities of local business and industries through:

- the placement of orders where that local business is competitive under Council’s evaluation process with regard to price, delivery, service required etc.;
- actively seeking out potential local supplies and suppliers;
- encouraging prime contractors to give local suppliers every opportunity, as partners or subcontractors, to participate in major projects;
- ensuring that the principles of open and effective competition are applied, and equal treatment is given to local offers, when being compared with other offers, on the basis of fair and equitable behaviour;
- giving preference to locally-sourced goods and services, where price, performance, quality, suitability and other evaluation criteria are comparable;
- ensuring that payments are prompt and in accordance with the agreed terms of contract;
- giving due consideration of the advantages of buying locally sourced goods and services, and to dealing with local suppliers, including:
  - more readily available spare parts and servicing support;
  - more reliable compliance with warranty provisions;
  - shorter supply lines;
  - more convenient communications for contract administration;
  - benefit to Queensland and Australia from the transactions occurring (including transport, distribution, finance, etc.) and the employment created locally; and

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general benefit to Queensland and Australia from on-going Government support given to local manufacturing, construction and service industries.

"Local" is defined as local owned or a significant presence (workshop or office) in the Region and where the majority of the work will be undertaken locally by local employees and contractors.

2.31 VALIDITY OF TENDERS

Tenders shall be firm and open to acceptance by Council for a minimum period of sixty (60) days from the time of tender closing.

(1) No price increases during the tender validity period shall be accepted.
(2) In the event of no Tender having been accepted within the period stated, the Tenderer may withdraw their tender.

2.32 COLLUSIVE TENDERING

The Tenderer shall not enter into any agreement with any other Tenderer or any industry association concerning the preparation of this Tender and in particular, but without limitation to the foregoing requirement, shall not include in the pricing of the Tender any amount to be paid to an unsuccessful Tenderer or any trade or industry association above the published standard fee. The Tenderer shall not seek to obtain knowledge of the tender price of any other Tenderer and shall not reveal the tender price to any other Tenderer at any time prior to the acceptance of a tender by Council. Evidence of collusive tendering may lead to the rejection of all Tenders for the Contract and Tenderers involved in such practices may be barred from tendering for further contracts with Council for a period to be determined by Council.

2.33 PRIVACY ACT STATEMENT

The information collected in these documents will be used by Council for its Procurement process. Your personal details will not be disclosed for a purpose outside this process, except where required by legislation (including Right to Information Act 2008). The information will be stored in a Council database and will be accessed by authorised persons within Council.

2.34 WARRANTIES

Every Tenderer must, prior to lodging any Tender, obtain or procure an approval, qualification, registration or licence required to be held by the Tenderer to enable it to lawfully carry out the works under the Contract.

In submitting a quotation, Tenderers are deemed to have warranted that:

(a) all information provided by the Tenderer in the Tender Form and Tender Schedules is accurate; and

(b) The Tenderer has and will maintain the necessary experience, expertise and skill to perform and complete the works in accordance with the Contract; and
(c) The Tenderer will maintain an adequate level throughout the Contract all resources required for the proper completion of the works within the time required under the Contract including, but without limitation, project and corporate management, skilled manpower, finance, material, constructional plant and office and operational plant and facilities;

(d) The Tenderer complied in all respects with the Tender Documents and is in all respects consistent with the Tender Documents.

The Tenderer acknowledges that Council will reply upon the warranties given in this clause.

2.35 TENDERER’S STANDARD CONDITIONS

Standard conditions of the Tenderer that are included with its Tender shall be considered invalid and shall not apply to any subsequent Contract arising from the Tender. The inclusion of such conditions may render the Tender informal.

2.36 PERSONAL PROPERTY AND SECURITIES ACT 2009 (CTH)


The parties acknowledge that this Agreement may constitute a Security Interest in favour of Council.

If Council determines that this Agreement (or a transaction in connection with it) is or contains a Security Interest, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Council asks and considers necessary for the purposes of:

(a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;

(b) enabling Council to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; or

(c) enabling Council to exercise rights in connection with the Security Interest.

Council is not required to give any notice under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).

The Supplier must notify Council as soon as the Supplier becomes aware of any of the following:

(d) if any Personal Property which does not form part of Council’s Personal Property becomes an Accession to Council’s Personal Property and is subject
to a Security Interest in favour of a third party, that has attached at the time it becomes an Accession;

(e) if any of Council’s Personal Property is located or situated outside Australia or, upon request by Council, of the present location or situation of any of Council’s Personal Property; or

(f) if the Supplier parts with possession of Council’s Personal Property.

The Supplier must not:

(g) create any Security Interest or lien over any Personal Property that Council has an interest in (other than Security Interests granted in favour of Council);

(h) sell, lease or dispose of its Personal Property that Council has a Security Interest in;

(i) give possession of the Supplier’s Personal Property that Council has a Security Interest in or Council’s Personal Property to another person except where Council expressly authorises it to do so;

(j) permit any of Council’s Personal Property to become an Accession to or Commingled with any asset that is not part of the Works or the Site; or

(k) change its name without first giving Council 15 Business Days’ notice of the new name or relocate its Principal place of business outside Australia or change its place of registration or incorporation.

Everything the Supplier is required to do under this clause is at the Supplier’s expense.

Neither Council nor the Supplier will disclose information of the kind mentioned in section 275(1) of the PPSA and the Supplier will not authorise, and will ensure that no other party authorises, the disclosure of such information. This clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) (b), (d) and (e) of the PPSA.
SECTION THREE - GENERAL CONDITIONS OF CONTRACT

3.1 CITATION, INTERPRETATION AND DEFINITIONS

(1) CITATION

(a) This document may be cited as the General Conditions of Contract.

(b) For the purpose of citing any provisions herein, this document is set out in Clauses, Subclauses, Paragraphs and Subparagraphs as follows:

- Clauses are denoted by a number.
- Subclauses are denoted by a number in brackets.
- Paragraphs are denoted by a letter in brackets.
- Subparagraphs are denoted by a roman numeral in brackets.
- Further divisions of Subparagraphs are denoted by a capital letter in brackets.

(2) INTERPRETATIONS AND DEFINITIONS

(a) In these General Conditions of Contract, unless the context otherwise indicates or requires, the following terms have the meanings assigned to them as set out hereunder:

Contract - All tender documents as defined in Clause 2.1 of the General Conditions of Tendering, together with:

- all letters, supporting documents, plans and drawings lodged by the Contractor with his Tender;
- the Council’s letter of acceptance; and,
- the executed Deed, if any, relevant to the Contract.

Contractor - The person, firm or company or corporation whose Tender is accepted by the Council, including:

- in the case of a person, his heirs, executors, administrators and permitted assigns; or
- in the case of a corporate body, its successors and permitted assigns.

Council - The Council of the Region of Gladstone
Goods - The equipment and materials to be provided and work to be done by the Contractor under the Contract.

Services - Any services to be provided and work to be done by the Contractor under the Contract.

Superintendent - The Director relevant to the Department of the Council concerned with the Contract or an Officer duly authorised by him to act for him.

Work - The equipment and materials to be supplied and the services and work to be performed by the Contractor under the Contract.

(b) (i) Words importing the singular number include plural and masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.

(ii) Headings and any marginal notes have been inserted for guidance only and shall not be deemed to form any part of the context.

(iii) Reference to a statute or ordinance include all regulations under and amendments to that statute or ordinance whether by subsequent statute or ordinance or otherwise and a statute or ordinance passed in substitute for the statute or ordinance referred to or incorporating any of the provisions.

3.2 LAW AND CURRENCY

(1) QUEENSLAND LAW

The Contract shall in all respects be construed and be a Contract made in Queensland, and in conformity with the laws of the state of Queensland.

(2) CURRENCY

All prices and sums of money and all payments made under the Contract shall be in Australian currency.

3.3 COMPLIANCE WITH STATUTORY REQUIREMENTS

(1) The Contractor shall comply with the requirements of all Acts of Parliament of the Commonwealth of Australia and with the requirements of the provisions of all Acts of the Parliament of the State or Ordinances of the Territory in which any part of the work under the Contract is carried out and with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any such Act or Ordinance and with the lawful requirements of
public, municipal and other authorities in any way affecting or applicable to the execution of the work under the Contract.

(2) In the observance of Subclause (1) of this Clause, the Contractor shall obtain all licences, permits and consents and shall give all notices and pay all fees, charges, costs and expenses relevant to the said licences, permits, consents and notices.

3.4 STANDARD OF PERFORMANCE

Directions concerning the standard of performance are as follows:

The materials and workmanship delivered under this Contract shall be of a quality that complies with the relevant Standards and Technical Specifications, and any items not complying shall, at the Contractor’s expense, be replaced to the satisfaction of the Contract Superintendent or his duly appointed representative.

3.5 IDENTIFICATION OF SUPERINTENDENT AND SUPERINTENDENT’S DELEGATE

(1) The Business Unit of Council concerned with this Contract is:
Operations

(2) The General Manager relevant to the Business Unit is:
General Manager Operations

(3) The Council Officer duly authorised by the General Manager to act for him as Superintendent is:
Manager Water Program Delivery

(4) The address and location of the Superintendent authorised by Subclause (3) herein is:
13 Lyons Street Depot,
GLADSTONE QLD 4680
Telephone: 07 4970 0700   Email: info@gladstone.qld.gov.au

3.6 SUPERVISION MANAGEMENT AND LIAISON BY CONTRACTOR

Directions regarding supervision, management and liaison by the Contractor are as follows:

(1) The Contractor shall be responsible for the good and proper conduct of the persons employed by him in carrying out the work. When the Contractor is not personally in charge of the work, he shall ensure that a responsible person is at all times supervising the work.

(2) The Contractor shall appoint a competent person who shall have charge of all the work and shall give written notice to the Council of the name, address and telephone number (day and night) of such person within one (1) week of the commencement of this Contract and any changes thereafter. Such person shall
be called the Contractor's Representative in this General Conditions of Contract.

3.7 INDEMNITY FOR ROYALTIES, PATENTS ETC.

(1) The Contractor shall indemnify the Council against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, trade mark or name, copyright or other protected right in respect of any design, machine, equipment, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor.

(2) All payments for royalties or fees in respect of letters patent, registered designs, trademarks or names, copyright or other protected rights due or payable for or in connection with any matter or thing used or required to be used in performance of the Contract or to be supplied under the Contract, whether payable in one sum or by instalment or otherwise, shall be deemed to have been included by the Contractor in the Contract Sum and shall be paid by him to those to whom they may be due or payable. Such payment shall not include continuing payments arising out of the use by the Council of any part of the work provided that details of the liability for such continuing payments and any relevant conditions as to the use have been notified, in writing, to the Council by the Contractor and accepted by the Council.

3.8 SPECIFICATION OF WORK

The work to be performed is as described in the attached document entitled Specification of Work.

3.9 VARIATIONS TO SPECIFICATION OF WORK

Directions concerning variations to work specification are as follows:

No payment for extra work shall be made unless authorised by the Superintendent in writing.

3.10 INSURANCE

Insurance policies required by the Contract to be effected by the Contractor are as described hereunder:

(1) WORKERS COMPENSATION INSURANCE

(a) All persons employed in connection with the Contract shall be insured by the Contractor to the full extent of the Contractor's liability under the Workers' Compensation and Rehabilitation Act 2003 and shall be kept so insured during the continuance of the Contract.

(b) The Contractor shall advise the Council of its WorkCover number.
(2) **PUBLIC AND PRODUCTS RISK INSURANCE**

The Contractor shall:

Maintain and show written evidence of a suitable Public Risk Insurance cover to an amount not less than **TWENTY MILLION DOLLARS** ($20,000,000.00),

whereby the Council shall during the continuance of the Contract be indemnified against all claims for or right to damages by any person suffering injury, loss or damage by reason of accidental death, bodily injury or damage to property arising from or in connection with the performance of the Contract by the Contractor.

(3) **THIRD PARTY PROPERTY MOTOR VEHICLE**

### 3.11 RESPONSIBILITY, NEGLIGENCE AND INDEMNITY

(1) The Contractor agrees to indemnify and keep indemnified the Council against all claims directly for injury, loss or damage suffered in person or property by any person or body arising out of the negligent act or omission in the performance by the Contractor of this Contract and against all liability for costs, charges and expenses incurred by the Council in respect of any such person or body whether such performance is at Council’s direction or not, provided that the Contractor’s liability will be reduced proportionately to the extent any such loss was caused by any act or omission of the Council and its personnel.

(2) The Contractor shall, upon receiving written notice from the Council, pay to Council the cost of repairing or replacing, to Council’s absolute satisfaction, any matter or thing damaged, destroyed or lost through any action or inaction of the Contractor, his agents, employees or contractors.

(3) Should any property be damaged as a result of the actions of the Contractor, the Contractor will be provided the first opportunity to arrange (promptly) for the repair or replacement of the property to the satisfaction of the Superintendent. Should the Contractor fail to satisfy the Superintendent in this regard, the Superintendent shall arrange to have the damage rectified at the Contractor’s expense. Terms of compensation to Council will be at the discretion of the Superintendent.

(4) Should the Contractor fail to pay Council the amount claimed under Clause 11(2) herein, the Council has the absolute right to deduct such money from any money owing to the Contractor and Security Deposit AND if such money is insufficient THEN Council may recover same from the Contractor as a liquidated debt due and owing in any Court of competent jurisdiction.

### 3.12 TERMS OF PAYMENT

Payment will be made within thirty (30) days, or as agreed to, of satisfactory acceptance of practical completion.
(1) At intervals as agreed to the Contractor may submit to the Council claims for progress payments, including a statement of the Contractor's valuation of work done.

(2) Within 7 days of receiving a progress claim, the Council shall issue to the Contractor a Progress Certificate showing:

(a) The contract value of work done as assessed by the Council;
(b) the amount of Retention (if any);
(c) the total amount previously certified;
(d) the amount due to the Contractor; and
(e) any amount which the Council is entitled to deduct.

(3) Should the amount of any Progress Certificate issued by the Council pursuant to sub-clause 2 herein differ from the amount claimed by the Contractor under sub-clause (1) herein the Council shall at the time of issue of such certificate provide to the Contractor in writing particulars of that difference.

(4) Within 14 days of receiving any Progress Certificate, the Council shall pay to the Contractor the amount stated on the Certificate.

(5) By making a claim for payment the Contractor warrants to the Council that:

(i) it has completed the work which is the subject of the claim;
(ii) there are no defects, of which the Contractor is aware, in the works which are the subject of the claim;
(iii) it has paid all subcontractors all money in respect of work carried out and materials supplied in relation to the work which was the subject of the immediately preceding progress claim for payment;
(iv) it has paid its employees all money in respect of the work which is the subject of the claim for payment;
(v) the figures appearing in the progress claim are accurate;
(vi) the Contractor is not aware of any claim against the Council which is not identified in the progress claim for payment or in an earlier progress claim or notice of which has not previously been given to the Council.
(vii) all work which is the subject of the claim and of previous claims is secured, as reasonably as is practical, from damage.

3.13 PRACTICAL COMPLETION

The date of practical completion shall be the date that the works are complete and approved by the Superintendent.
3.14 DEFECTS

(1) A Defects Liability period does apply to this Contract and the said period shall be one (1) year commencing on the date of Practical Completion or such other period as prescribed by the warranty or guarantee offered by the Contractor as part of his tender whichever is the greater (hereinafter called the “Defects Liability Period”).

(2) The Contractor shall, during the Defects Liability Period, be responsible for any defects or defects in any of the Goods and Services or any part or parts thereof provided under the Contract which, in the opinion of the Superintendent, were due either directly or indirectly to any faults in materials, design or workmanship.

(3) Notwithstanding the provisions of any warranty or guarantee in respect of the goods:

(a) the Contractor shall remedy such defects free of cost to the Council and to the satisfaction of the Superintendent forthwith upon being given notice thereof; and

(b) should the Contractor fail to remedy the defect or defects specified in Sub-Clause 3.14(2) herein, then the Council may, without notice and without prejudice to any other right or remedies available to it, undertake any action it deems necessary to rectify the defect and charge the cost of so doing against any monies which may then be or thereafter become payable to the Contractor by the Council and, if such monies are insufficient for this purpose, from the Contractor’s security under the Contract, and any deficiency then remaining may be recovered by the Council as a debt due to the Council by the Contractor.

3.15 RETENTION MONIES

(1) Retention money shall be held by the Council as security for satisfactory performance of remedial works which may be required during the Defects Liability Period.

(2) The amount to be so held by the Council shall be 2.5% of the Contract sum which shall become retention money upon acceptance by the Council of completion of the work.

(3) The Security may be in a form of bank cheque, unconditional Bank Guarantee in favour of the Council, or other form approved by the Council in writing.

(4) If any security furnished under this Clause shall for good reason cease to be acceptable to the Council the Contractor shall, upon written request by the Council, furnish within seven (7) days alternative acceptable security equal in amount to that of the unacceptable security which shall be released by the Council to the Contractor on receipt of the alternative security. If the security is
not transferable by delivery, it shall be accompanied by an executed and stamped transfer thereof to the Council.

(5) Under no circumstances will interest monies be paid to the Contractor on account of securities held by the Council.

(6) All retention monies will be returned upon satisfactory completion of the Defects Liability Period.

### 3.16 INSPECTION AND TESTING

1. Prior to acceptance, the Council may carry out such inspections and/or tests as are deemed necessary by the Superintendent, or as may be detailed in the Specification, to determine whether the goods and/or services have been provided in accordance with the Contract.

2. The Superintendent may refuse to accept the completion of the works if in his/her opinion aspects of the work are not in accordance with the Contract or have failed to pass such inspections or tests as he/she may require or as may be specified. The Contractor shall replace or make good these aspects of the work.

### 3.17 EXTENSION OF TIME

If the work be delayed by causes which the Contractor claims are beyond his control, they shall, as soon as practicable, notify the Superintendent accordingly and, if in the opinion of the Superintendent, such causes are beyond the control of the Contractor, he shall grant reasonable extensions of time to this Contract.

### 3.18 RISE AND FALL

Not applicable

### 3.19 SECURITY DEPOSIT

1. Upon practical completion and subject to all conditions herein, the security shall become retention monies.

2. If the Council becomes entitled to exercise all or any of its rights under the Contract in respect of the security, the Council may convert into money the security that does not consist of money. The Council shall not be liable for any loss occasioned by such a conversion and the property in such money shall vest absolutely with Council.

3. Within fourteen (14) days of the completion of the Contract Period, Council shall return to the Contractor the Security Deposit or so much of same as is remaining after Council recourse under Clause 3.14(1) herein.
3.20 RECRUITMENT AND EMPLOYMENT OF LABOUR

Council encourages the development of competitive local businesses within the Region first, and second within the adjoining local governments’ borders. Council will enhance the capabilities of local business and industries through:

- the placement of orders where that local business is competitive under Council’s evaluation process with regard to price, delivery, service required etc.;
- actively seeking out potential local supplies and suppliers;
- encouraging prime contractors to give local suppliers every opportunity, as partners or subcontractors, to participate in major projects;
- ensuring that the principles of open and effective competition are applied, and equal treatment is given to local offers, when being compared with other offers, on the basis of fair and equitable behaviour;
- giving preference to locally-sourced goods and services, where price, performance, quality, suitability and other evaluation criteria are comparable;
- ensuring that payments are prompt and in accordance with the agreed terms of contract;
- giving due consideration of the advantages of buying locally sourced goods and services, and to dealing with local suppliers, including:
  - more readily available spare parts and servicing support;
  - more reliable compliance with warranty provisions;
  - shorter supply lines;
  - more convenient communications for contract administration;
  - benefit to Queensland and Australia from the transactions occurring (including transport, distribution, finance, etc.) and the employment created locally; and
  - general benefit to Queensland and Australia from on-going Government support given to local manufacturing, construction and service industries.

"Local" is defined as local owned or a significant presence (workshop or office) in the Region and where the majority of the work will be undertaken locally by local employees and contractors.

3.21 WORKING HOURS

Directions regarding working hours are as follows:

Any work proposed to be performed outside the hours of 6: am to 6pm, Monday to Fridays and Public Holidays shall be subject to the approval of the Superintendent.

3.22 SUPPLY OF MATERIALS, LABOUR, PLANT, MACHINERY AND EQUIPMENT

(1) The Contractor shall, unless the context otherwise provides, supply at his own cost and expense everything necessary for the proper completion of the work under the Contract and the proper performance of his obligations under the Contract.
(2) Without limiting the application of the preceding Subclause (a), the Contractor shall supply the following:

All labour, materials, plant and equipment in such quantities as are necessary to perform this Contract.

(3) Goods and services not expressly mentioned in the Contract, but which are necessary for the satisfactory completion and performance of the work under the Contract shall be supplied and executed by the Contractor at his own cost.

3.23 ASSIGNMENT AND SUB-CONTRACTING

(1) The Contractor shall not without the prior written approval of the Council assign the Contract or any part or parts of the Contract or any benefit or money or interest under the Contract.

(2) (a) The Contractor shall not subcontract the whole of the work under the Contract. Unless a Subcontractor is so named in the Contract at its commencement, the Contractor shall not without the approval in writing of the Council or Superintendent on its behalf, which approval shall not be unreasonably withheld, subcontract any part of the work under the Contract.

(b) The Contractor shall not make any subcontract with any person or persons for the execution of any portion of the supply of goods or services other than for raw materials, minor details, or any part of the supply of goods or services of which the makers are named in the Contract.

(3) (a) An approval to subcontract any part of the work under the Contract given by Council shall not relieve the Contractor from any of his liabilities or obligations under the Contract.

(b) Notwithstanding any such approval to subcontract, the Contractor shall be liable to the Council for the acts, defaults and neglects of any Subcontractor or any employee or agent of the Subcontractor as fully as if they were the acts, defaults or neglects of the Contractor or the employees or agents of the Contractor.

3.24 PROFESSIONAL CONDUCT

(1) The Contractor shall, at all times, act professionally in the performance of the Contract exercising the courtesy, skill, care and diligence reasonably expected.

(2) The Contractor shall, at all times, act in good faith and in the best interests of the Council and must at all times put the interests of the Council first and foremost when acting under the Contract or undertaking services pursuant thereto.
3.25 DEFAULT BY CONTRACTOR

(1) Subject to Subclause (2) of this Clause, and without prejudice to any other right or remedy available to the Council, if the Contractor defaults in the performance and observance of the Contract or any term or condition herein contained and the Contractor has failed to remedy same to the absolute satisfaction of the Superintendent by the date specified by Council in Council’s notice to the Contractor, then the Council may:-

(a) Suspend payment under the Contract until the default is remedied to Council’s absolute satisfaction; or

(b) Terminate the Contract by written notice to the Contractor.

(2) In addition to any other remedies available to Council, in the event of any failure by the Contractor, in the absolute opinion of the Superintendent, to comply with any of the provisions of this Contract THEN:

(a) the Council reserves the right to make alternative arrangements for the supply of goods and/or services by any means which may be available. Any additional costs incurred by the Council may be deducted from any moneys which, but for the provisions of this Clause, might then be or thereafter become either due or payable by the Council to the Contractor under or by virtue of the provisions of the Contract AND where such monies are insufficient to meet the additional cost then such shortfall shall be a debt due and owing to the Council by the Contractor and be recoverable as a liquidated amount in any Court of competent jurisdiction; and,

(b) the Security Deposit shall be forfeited to the Council whereupon the property in same shall vest absolutely in the Council.

(3) No waive of a breach of any provision of this Contract shall constitute a waiver of any other breach of such provision or of any other provision.

(4) If the Council exercises the power in Subclause (2) of this clause an amount equal to the cost of work performed by the Council or an amount proportional to the incomplete work as assessed by the Superintendent may be deducted from the moneys due to the Contractor or may otherwise be recovered from the Contractor.

3.26 BANKRUPTCY OF CONTRACTOR

If the Contractor:

(1) being a person commits an act of bankruptcy or presents against himself or has presented against him a petition in bankruptcy or sequestration order is made against him or he enters into any Scheme or Arrangement as a debtor a deed of arrangement or deed of assignment; or
(2) being a Company, takes or has taken or instituted against it any action or proceeding wither voluntary or compulsory which has an object or may result in the winding up of a company, other than voluntary winding up by members for the purpose of reconstruction or amalgamation, or is placed under official management or enters into a compromise or other arrangement which its creditors or a receiver or receiver and manager is appointed to carry on its business for the benefit of its creditors or any of them,

the Council may either:

(3) terminate this Contract, forthwith by written notice to the Contractor, receiver, trustee or liquidator or to any person in whom this Contract may have vested, and proceed as though the Contractor were in default; or

(4) give the receiver, trustee, liquidator or other person as aforesaid the option of carrying out this Contract, subject to providing a satisfactory guarantee up to the value of the work for the time being remaining unexecuted, for the due and faithful performance of the Contract.

3.27 IMPROPER PRACTICE

If the Contractor shall be found to have offered or given any gratuity, bonus, discount, or bribe of any sort to any member of the Council, or to any officer or employee of the Council, it shall be competent for the Council forthwith to cancel his Contract, and he shall indemnify the Council against any loss or damages which the Council may thereby sustain.

3.28 ARBITRATION

(1) If at any time any dispute or difference shall arise between the Council and the Contractor in relation to or in connection with the Contract, it shall be referred to the Superintendent for decision.

(2) If the Contractor is not satisfied with the decision of the Superintendent, it shall be referred to the arbitration.

(3) Arbitration shall be effected:

(a) by a single arbitration mutually agreed upon, in writing, between the Council and the Contractor;

or failing such agreement being reached within one (1) month after the notice in writing aforesaid is received by one (1) party from the other party,

(b) by a single arbitrator nominated, in writing, by the President of the Institute of Arbitrators Australia, such nominee not being an employee of the Council or of the Contractors or of having had any association with the work;
or if the President fails or refuses so to nominate such a person within one (1) month after having been requested by either party to make such a nomination,

(c) by an arbitrator appointed in accordance with the provisions of the laws relating to arbitration in force in the State of Queensland.

(4) A reference to arbitration under this Clause shall be deemed to be a reference to arbitration within the meaning of the laws relating to arbitration in force in the State of Queensland and the arbitration proceedings shall be conducted in that State.

The arbitrator shall have all the powers conferred by those laws and it shall be competent for him to enter upon the reference without any further or more formal submissions than is contained in this Clause.

(5) The cost of every reference and award shall be in discretion of the arbitrator who may direct to and by whom and in what manner and proportion such cost or any part thereof shall be paid.

(6) neither party shall have any power to revoke, annul or interfere with the authority of the arbitrator so far as regards any dispute arising out of the Contract which has been referred or which may be referred for his determination and every order or award made of declared by the arbitrator shall be final and binding on and may be enforced against the parties of the Contract notwithstanding any attempt revocation by either of them or otherwise.

(7) Neither party shall be entitled to commence or maintain any action or other proceedings whatsoever in respect of any dispute which under the Contract may be referred to arbitrator and then only for the amount of money or other relief awarded by the arbitrator.

3.29 SUPERINTENDENT NOT TO BE PARTY TO SUIT

The superintendent shall not be made a party to or be required to defend or to answer any suit, bill, claim or proceedings at law or in equity at the instance of the Council or of the Contractor, nor shall the Superintendent be personally bound for the acts and obligations of the Council under the Contract, or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are hereby made obligatory on the Council.

3.30 SERVICE OF NOTICE

The service of notices under this Contract shall be in accordance with Clause 2.24 of the General Conditions of Tendering except that either party may at any time change the address to which notices to it are to be sent by notice thereof in writing to the other party.

3.31 WORK HEALTH AND SAFETY (WH&S) POLICY STATEMENT

Gladstone Regional Council is committed to providing a safe and healthy working environment for our employees, contractors and visitors to the workplace. Adopting and
promoting the provisions of the Work Health and Safety Act 2011 and its associated Regulations, Codes of Practice and Australian Standards is paramount. We place significant importance on consultation with our workforce, hazard identification and risk management, injury prevention strategies and a focus on continuous improvement to ensure our WH&S plans are achieved.

Our primary WH&S objective is to eliminate or reduce risk by developing proactive strategies and adopting a risk management approach to WH&S in order to provide an injury/illness free workplace. We understand that creating and maintaining a safe and healthy working environment is a major part of our overall responsibilities, and that all employees with management or supervisory responsibilities are accountable for the health and safety of employees and visitors in their respective work areas.

In conjunction with this Policy, individual Safe Work Procedures, guidelines and standards are prepared and issued in consultation with relevant employees and issued.

We expect all employees, contractors, labour hire staff and visitors to our workplaces to follow safe work practices as prescribed under the legislation and in our Polices and Safe Work Procedures, and that they will make every effort to reduce the risk of injury to themselves and others.

We will provide adequate resources to manage and maintain health and safety together with regular training on workplace health and safety, which we expect our employees to attend.

Work Health and Safety is of paramount importance and we all have an obligation to ensure that we have a safe and healthy working environment and we encourage you to actively participate so that we may achieve this goal.

3.32 WORK HEALTH AND SAFETY (WH&S)

The Contractor shall:

1. As a condition of this contract, Gladstone Regional Council requires that any Contractor (or Contractor's Sub-Contractor/ Labour Hire staff) engaged to perform a service will, at all times, identify and exercise all necessary precautions for WH&S of all persons who may be affected by the services.

2. The Contractor will inform Gladstone Regional Council of all its WH&S policies, procedures, or measures implemented for individual workplaces or, in the event of not having effective policies and procedures, the contractor will adopt Gladstone Regional Council relevant WH&S policies and procedures.

3. The Contractor will comply with any reasonable direction given by the Superintendent relating to WH&S.

4. The Contractor has an obligation under the WH&S Act 2011 to provide a safe workplace and a safe system of work so as not to place at risk the Contractor's own employees as well as other workers and the general public who may be affected by that work. The Contractor must comply with all relevant WH&S
Acts, associated WH&S Regulations, Standards, Codes of Practices together with Gladstone Regional Council WH&S policies and procedures which are in any way applicable to this contract, for the performance of the services under this contract.

(5) The Contractor has an obligation to take all practicable steps to ensure the WH&S of its employees, Sub-Contractors/ Labour Hire staff and their employees and other people (not employees) who may be affected by the contractor's work practices.

(6) For the purposes of the application for the Work Health & Safety Act 2011 to this contract, the “Principal Contractor” shall mean the Contractor for this Contract. The Contractor shall sign and lodge all forms and pay all fees associated with the Principal Contractor's responsibilities under the said Act.

(7) The Contractor shall undertake a site hazard identification to systematically identify and assess hazards and maintain records of such process.

(8) The Contractor must ensure that all workplace staff are competent in the work being undertaken. The Contractor will provide the employees and Sub-Contractors/Labour Hire staff with information and supervision in relation to hazardous work processes or material/s.

(9) The Contractor is required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame. In addition, the Contractor must promptly notify the Superintendent of any accident, injury, property or environmental damage which occurs during the carrying out of the contract work. All lost time incidents are to be immediately notified to the Superintendent. The Contractor must within three (3) days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

(10) The Contractor shall give any notifications regarding works required by the WH&S Act 2011 or Regulations and shall supply the Superintendent or his representative evidence of such notification before commencing work requiring notification.

(11) The Contractor shall ensure that all equipment used during the operation of this contract is safeguarded at least in accordance with the manufacturers' specifications.

(12) If, during the performance of work under the contract, the Superintendent informs the Contractor that it is their opinion the Contractor is:

- Not conducting the work in compliance with the WH&S Legislation or relevant policies and procedures: or
- Conducting the work in such a way as to endanger the health and safety of the Contractor's employees, Gladstone Regional Council employees or the general public,
the Superintendent may direct the Contractor to promptly remedy the breach of WH&S or may direct the Contractor to suspend work until such time as the Contractor satisfies the Superintendent the work will be resumed in a safe manner.

If the Contractor fails to rectify any breaches of WH&S for which work has been suspended, or if the Contractor's performance has involved recurring breaches of WH&S, the Superintendent will notify Workplace Health and Safety Queensland and request that an inspector visit the workplace or, they may terminate the work forthwith (depending on the severity of the issue).

(13) The Contractors employees shall:
• Undertake Site Specific Safety Inductions on arrival to site.
• Have immediately available to him/her appropriate Australian Standard approved Personal Protective Equipment (PPE) which shall be worn and/or fitted as appropriate for the task being undertaken, or as directed by workplace management. As a minimum, Contractor employees are required to wear the following PPE on any Council worksite:
  o Long sleeve shirts;
  o High-viz shirt or vest;
  o Safety footwear and
  o Wide brimmed hat.
• Have immediately available to him/her on site the current Safety Datasheets (SDS) for all hazardous substances expected to be used in performance of their duties.

(14) Fuels and combustibles kept on site shall be stored in accordance with current Australian Standards.

(15) Smoking is not permitted in buildings or within four (4) metres of any entrance to a building occupied by the Council.

(16) Further to point (4) above, all persons including the Contractor and the Contractor’s Sub-Contractor/Labour Hire staff engaged to perform a service are subject to random drug and alcohol testing when carrying out work on a Gladstone Regional Council site.

3.33 RIGHT TO INFORMATION

The Right to Information Act 2009 (RTI) and the Information Privacy Act 2009, replaced the Freedom of Information laws, and came into operation on 1 July 2009 (State). The RTI provides members of the public rights to access to official documents of Agencies including Local Authorities. These documents include documents submitted to Government by private persons and organisations. Therefore, an offer submitted in response to an invitation is subject to the RTI Act. The RTI provides for a specific exemption if disclosure would disclose trade secrets or information of commercial value unless disclosure is shown to be in the public interest.

The RTI extends as far as possible the right of the community to access information in the possession of the above organisations, limited only by certain exemptions and exceptions.
necessary for the protection of essential public interests and private and business affairs of persons in respect of whom information is collected and held by such organisations.

3.34 MEDIA RELEASES

The Contractor shall not issue any advertisement, information, publication, document or article for publication concerning the Contract in any media without the prior written approval of Council. The Contractor shall refer to the Superintendent any media enquiries concerning the Contract.

3.35 ENVIRONMENTAL PROTECTION LEGISLATION

The Contractor, including his employees, agents, and sub-contractors must comply with the following requirements:

1) The Contractor shall comply with any reasonable direction given by the Superintendent relating to Environmental Management;

2) The Contractor shall undertake a pre-start site risk assessment to systematically identify and assess environmental hazards and maintain records of such process. A record of the risk assessment must be kept on site and provided to the Superintendent upon request;

3) Where requested by the Superintendent, the Contractor shall produce an operational procedure, detailing the scope of works and the intended environmental controls;

4) The Contractor has an obligation to take all practicable steps to ensure no environmental harm or nuisance can be caused to the area surrounding the worksite;

5) The Contractor shall notify the Superintendent if any aspect of the tendered activity is an Environmentally Relevant Activity, or any other relevant activity requiring assessment by an external authority. The Contractor shall provide all information that is required for submission on applications to the relevant authorities;

6) The Contractor is required to report any environmental incidents to the Superintendent as soon as practicable after learning about them. The Contractor must within three (3) days of any such incident provide an incident report form giving complete details of the incident. A report, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future is required within seven (7) days of becoming submission of the incident report form;

7) If during the performance of work under the contract the Superintendent informs the Contractor that it is of the opinion that the Contractor is:

   • In breach of their environmental duties; or
• Not making acceptable efforts to minimise the risk of environmental harm from their works:

The Superintendent may direct the Contractor to promptly remedy the breach or may direct the Contractor to suspend work until such time as the Contractor satisfies the Superintendent that the work shall be resumed in a safe manner.

If the Contractor fails to rectify any breaches of Environmental Management for which work has been suspended, or if the Contractor’s performance has involved recurring breaches of Environmental legislation, the Superintendent may notify the Department of Environment and Heritage Protection (EHP) and request that an inspector visit the workplace or may terminate the work forthwith, depending on the severity of the issue.

8) The Contractor is responsible for ensuring all vehicles and plant are thoroughly cleaned before entering the site, to prevent the spread of declared pest species and other invasive flora and fauna. The Contractor must also ensure all vehicles and plant are thoroughly cleaned before leaving site or moving to another site. Thoroughly cleaned is defined as having all dust, soil, grease, oil, plant and plant reproductive material removed from the vehicle/plant, both inside, outside and underneath and from the air filters and radiator. If there is no wash down facility on site, the contractor may leave site only to take their vehicle/plant directly to the nearest suitable wash down facility.

3.36 TRAFFIC MANAGEMENT

The Contractor shall be responsible for the safe and orderly passage of vehicular and pedestrian traffic through and around the nominated work areas.

3.37 PORTABLE LONG SERVICE LEAVE

Where applicable, Gladstone Regional Council shall be responsible for any levy payment due for long service leave in accordance with the Building and Construction Industry (Portable Long Service Leave) Act 1991.

3.38 LIQUIDATED DAMAGES

If the Contractor fails to reach Practical Completion by the Date for Practical Completion, the Contractor shall be indebted to the Council for liquidated damages at the rate of $1700 per day, for every day after the Date for Practical Completion to and including the Date of Practical Completion or the date that the Contract is terminated under Clause 3.25 herein, whichever first occurs.

3.39 COMPLIANCE WITH COUNCIL’S POLICIES AND CORPORATE STANDARDS

The Contractor, Contractor’s employees, its agents and sub-contractors shall comply with Council’s policies and corporate standards when performing work under this contract.
3.40 INFORMATION PRIVACY ACT 2009

(1) If the Contractor collects or has access to Personal Information pursuant to the Contract, the Contractor must:

(a) Comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 in relation to the discharge of its obligations under the Contract, as if the Contractor was the Council and Principal under the Contract;

(b) Not use Personal Information other than for the purposes of the Contract, unless required or authorised by law;

(c) Not disclose Personal Information without the prior written consent of the Council, unless required or authorised by law;

(d) Not transfer Personal Information outside of Australia without the prior written consent of the Council;

(e) Ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;

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

(g) Ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause;

(h) Fully co-operate with the Council to enable the Council to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and

(i) Comply with such other privacy and security measures as the Council reasonably advises the Contractor in writing from time to time.

(2) On request by the Council, the Contractor must obtain from its employees, officers or sub-contractors engaged for the purposes of the Contract, an executed deed of privacy in a form acceptable to the Council.

(3) The Contractor must immediately notify the Council on becoming aware of any breach of clause (1) above.

(4) This clause will survive the termination or expiry of the Contract.

(5) In this clause, "Personal Information" is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.
3.41 PERSONAL PROPERTY AND SECURITIES ACT 2009 (CTH)


The parties acknowledge that this Agreement may constitute a Security Interest in favour of Council.

If Council determines that this Agreement (or a transaction in connection with it) is or contains a Security Interest, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Council asks and considers necessary for the purposes of:

(a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;

(b) enabling Council to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; or

(c) enabling Council to exercise rights in connection with the Security Interest.

Council is not required to give any notice under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).

The Supplier must notify Council as soon as the Supplier becomes aware of any of the following:

(a) if any Personal Property which does not form part of Council’s Personal Property becomes an Accession to Council’s Personal Property and is subject to a Security Interest in favour of a third party, that has attached at the time it becomes an Accession;

(b) if any of Council’s Personal Property is located or situated outside Australia or, upon request by Council, of the present location or situation of any of Council’s Personal Property; or

(c) if the Supplier parts with possession of Council’s Personal Property.

The Supplier must not:

(a) create any Security Interest or lien over any Personal Property that Council has an interest in (other than Security Interests granted in favour of Council);

(b) sell, lease or dispose of its Personal Property that Council has a Security Interest in;
(c) give possession of the Supplier's Personal Property that Council has a Security Interest in or Council's Personal Property to another person except where Council expressly authorises it to do so;

(d) permit any of Council's Personal Property to become an Accession to or Commingled with any asset that is not part of the Works or the Site; or

(e) change its name without first giving Council 15 Business Days' notice of the new name or relocate its Principal place of business outside Australia or change its place of registration or incorporation.

Everything the Supplier is required to do under this clause is at the Supplier's expense.

Neither Council nor the Supplier will disclose information of the kind mentioned in Section 275(1) of the PPSA and the Supplier will not authorise, and will ensure that no other party authorises, the disclosure of such information. This clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) (b), (d) and (e) of the PPSA.
SECTION FOUR - SPECIFICATION OF WORK

1.0 PRELIMINARIES

Gladstone Regional Council (GRC) hereby invites quotations from suitably qualified contractors to provide Mechanical Services associated with the maintenance of pumps, piping and ancillary equipment at various waste water treatment plants and sewer pump stations within the Gladstone region.

The maintenance work consists of the repair, or replacement of sewerage pumps, pump guide rails, pump dux feet, riser pipes, conveyor screws, valving, sprays, associated disassembly, cleaning and reassemble of equipment, sealing and haunching.

Terms:
- BIWWTP – Boyne Island Waste Water Treatment Plant
- TWWTP – Tannum Sands Waste Water Treatment Plant
- CWWTP – Calliope Waste Water Treatment Plant
- GWWTP – Gladstone Waste Water Treatment Plant
- SPS – Sewer Pump Station
- CMDG – Capricorn Municipal Development Guidelines

The following in a summary of required maintenance works:
- BIWWTP RAS PUMP REPLACEMENT
- CWWTP EFFLUENT PUMP REPLACEMENT
- GWWTP SCUM PUMPS AND RISER PIPE REPLACEMENT
- SPS S02 RISER PIPE AND PUMP REPLACEMENT
- GWWTP QAL PUMP STATION PUMP AND PIPE REPAIR
- SPS A38 PUMPS AND RISER PIPE REPLACEMENT
- CALLIOPE 01 SPS DUCKFOOT, PUMP AND RISER PIPE REPLACEMENT
- GLADSTONE SPS A07 PUMP AND RISER PIPE REPLACEMENT
- TANNUM SPS 04 RISER PIPE REPLACEMENT
- CALLIOPE WWTP INLET SCREW CONVEYOR SCREW BRUSH REPLACEMENT
- TANNUM WWTP BELT PRESS SKIRTING RUBBERS REPLACEMENT
- GWWTP DITCH INLET SCREW CONVEYOR BRUSH REPLACEMENT

2.0 GENERAL REQUIREMENTS AND INFORMATION

GRC shall supply materials and items as listed in each individual job outline.

Each job shall be quoted as a lump sum component allowing GRC to validate quotations fairly and accurately.

Due to operational requirements each jobs site will need to be planned and scheduled by the successful contractor and is subject to written approval (of Council) before any tool is touched. An overall works schedule shall be developed by the successful contractor.
allowing 14 business days written notice for asset isolations, including public notifications of works within the area for each and every project worksite. Works shall not be scheduled for Fridays, Saturdays or Sundays.

Each project worksite will have an individual risk (assessment) workshop conducted upon it; with the contractor to lead the risk workshop. The workshop shall be carried out prior to any works starting and shall precede the 14 business days isolation notification timeframe. The risk assessment shall be set out in Council’s risk format and may require more than one Council signatory. The Gladstone WWTP QAL Pump and Pipe Repair shall require 30 days’ notice to attend the risk workshop as the Council’s Executive Team members will be attending the workshop.

Confined space management plans shall be developed for each project site requiring confined space access. All confined space management plans shall be approved by Council in their entirety before work commence on the first project worksite. 14 Business days shall be given to review each confined space management plan.

3.0 SCOPE OF WORK

The scope of work is outlined below, but not limited to:

3.1 BIWWTP RAS PUMP REPLACEMENT

GRC Supplied Materials:
- SS guide rails, brackets, pumps, duckfeet, pump chains, chain fittings, gaskets and SS bolt sets
- 50x50x5 stainless square washers for duckfoot hold down bolts

GRC Activities:
- GRC to isolate and tag out pumps and valves and redirect flows
- GRC to disconnect and reconnect electrical cables to motors

Contractor Scope:
1. Empty well and vacuum clean wet well and floor
2. Remove one pump and duckfoot
3. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
4. Install one pump, duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour time frame.
5. Supply material and labour to seal mounting bolts and haunch around new base plate
6. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
7. Remove second pump and duckfoot
8. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
9. Empty well and vacuum clean wet well and floor
10. Install second pump and dux foot, guide rails, ductile pipe rise, uniflanges within a 12-hour time frame.
11. Supply material and labour to seal mounting bolts and haunch around new base plate
12. Test and commission pump, 24-hour proof of performance before moving to another project location.
13. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.
14. Each pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).

**Contractor requirements:**
- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply ductile riser pipes and fasters – 150mm sized pipe
- 150mm uniflanges
- 150mm to 100mm DICL flanged reducer
- Two 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Vacuum truck and crane/crane truck
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.

### 3.2 CWWTP EFFLUENT PUMP REPLACEMENT AND FLOWMETER

**GRC Supplied Materials:**
- Ductile riser pipes, uni-flanges, SS guide rail, bracket, pump, duckfoot, chain, fittings, gaskets, SS bolt sets and flowmeter
- 50x50x5 stainless square washers for duckfoot hold down bolts

**GRC Activities:**
- GRC to isolate and tag out pumps and valves and redirect flows
- GRC to disconnect and reconnect electrical cables to motors
- Pump well down, Isolate contact tank, set Flex Drive pumps and lay flat

**Contractor Scope:**
1. Empty well and vacuum clean wet well and floor
2. Remove one pump and duckfoot
3. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
4. Install one pump, duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour time frame.
5. Supply material and labour to seal mounting bolts and haunch around new base plate.

6. Excavate around and remove exiting flowmeter manhole wall sections and cover. Bench in steps and allow time for GRC maintenance staff to disconnect electrical connections. Then unbolt and replace Council supplied flowmeter and allow GRC maintenance team to reconnect electrical connections within a 48-hour time frame. Site must have been backfilled and refurbished with rocks of the same size and colour.

7. Test and commission pump, 48hr proof of performance before moving to another project location.

8. The pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).

9. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.

Contractor requirements:

- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Vacuum truck and crane/crane truck
- Excavator and lifting equipment to remove manhole wall sections
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.

3.3 GWWTP SCUM PUMPS AND RISER PIPE REPLACEMENT

GRC Supplied Materials:

- SS guide rails, brackets, pumps, dux feet, pump chains, chain fittings
- 50x50x5 stainless square washers for duckfoot hold down bolts

GRC Activities:

- GRC to isolate and tag out pumps and valves and redirect flows
- GRC to disconnect and reconnect electrical cables to motors
- WWTP Operator to shut down Clarifiers to enable work

Contractor Scope:

1. Install Bungs in receiving manhole (Attached map 1)
2. Manage outflow of manhole and inflow to well – 1 x 10,000L Vac truck and another on stand-by should it be required
3. Empty well and vacuum clean wet well and floor
4. Remove one pump and duckfoot
5. Remove benching around existing duckfoot, to provide adequate clearance to install new duckfoot.
6. Fabricate and install new SS guide rail stand-off bracket for (top) guide rail bracket.
7. Install one pump and duckfoot, guide rails, 50mm SS riser (Mapress) pipe and fittings, flanges within a 12-hour period
8. Supply material and labour to seal mounting bolts and haunch around new duckfoot
9. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
10. Empty well and vacuum clean wet well and floor
11. Remove second pump and duckfoot
12. Remove benching around existing duckfoot, to provide adequate clearance to install new duckfoot.
13. Install second pump and duckfoot, guide rails riser pipe, flanges within a 12-hour period
14. Supply material and labour to seal mounting bolts and haunch around new duckfoot
15. Test and commission pump, 24hr proof of performance before moving to another project location.
16. Grout up existing wall penetrations to stop scum ingress into valve pit
17. Each pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).
18. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waster tracking certificates

Contractor requirements:

- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply Bungs and air compressor
- Vacuum truck and crane/crane truck
- Supply SS material to fabricate new guide rail stand-off bracket
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Supply 50mm Mapress riser pipe, fittings and flanges.
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.

3.4 SPS S02 RISER PIPE AND PUMP REPLACEMENT

GRC Supplied Materials:

- Ductile riser pipes, uni-flanges, SS guide rails, brackets, pumps, dux feet, pump chains, chain fittings, gaskets and SS bolt sets
- 50x50x5 stainless square washers for duckfoot hold down bolts
GRC Activities:

- GRC to isolate and tag out pumps and valves
- GRC to disconnect and reconnect electrical cables to motors
- Public notifications

Contractor Scope:

1. Install Bungs in receiving manholes (attached Map 2 & 2A)
2. Manage outflow of manhole and inflow to well – 2 x 10,000L Vac truck
3. Engage Traffic control to manage all traffic through Sandpiper Avenue pump station project area
4. Empty well and vacuum clean well floor
5. Remove one pump and duckfoot
6. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
7. Install base plate, pump, duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour period.
8. Supply material and labour to seal mounting bolts and haunch around new base plate
9. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
10. Remove second pump and duckfoot
11. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
12. Install second base plate, pump and duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour period.
13. Supply material and labour to seal mounting bolts and haunch around new base plate
14. Test and commission pump, 24hr proof of performance before moving to another project location.
15. Each pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).
16. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waster tracking certificates.
17. Reestablish site with turf, where damaged. Ensure roadway and guttering is clean from dirt or project rubbish/waste.

Contractor requirements:

- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply Bungs and air compressor
- Vacuum trucks and crane/crane truck
- Traffic Control for Sandpiper Avenue
- Two 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.
- Application for works on Roads permit (GRC). The review time frame is 21 days.

3.5 GWWTP QAL PUMP STATION PUMP AND PIPE REPAIR

GRC Supplied Materials:
- Penstock valve
- 50x50x5 stainless square washers for duckfoot hold down bolts

GRC Activities:
- Liaise with QAL to notify of isolation and stopping of effluent supply while project is undertaken.
- GRC to isolate and tag out pumps and valves and redirect flows
- GRC to disconnect and reconnect electrical cables to motors

Contractor Scope:
1. Install two (inline) bungs in receiving pipeline from lagoon to the QAL pump station via a SCUBA diving crew.
2. Empty well and vacuum clean well wet and floor
3. Replace penstock valve and repair extension riser spindle
4. Remove pump, riser pipe and broken duckfoot
5. Install base plate, pump, duckfoot, guide rails, ductile pipe rise, uniflanges etc.
6. Supply material and labour to seal mounting bolts and haunch around new base plate
7. Test and commission pump, 24hr proof of performance before moving to another project location.
8. Pump installation and associated works shall be completed within a 48-hour time frame (6am to 6pm).
9. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.
10. 30 business days notification for isolations, confined space management plan review and risk workshop for this particular project.

Contractor requirements:
- Confined space management plan, equipment and setup
- Supply Bungs and air compressor
- Vacuum trucks and crane/crane truck
- 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 30 business days notification for isolations and confined space management plan review.
• 30 business day’s notice (minimum) for risk assessment workshop

3.6 SPS A38 PUMPS AND RISER PIPE REPLACEMENT

GRC Supplied Materials:
• Ductile riser pipes, uni-flanges, SS guide rails, brackets, pumps, dux feet, pump chains, chain fittings, gaskets and SS bolt sets
• 50x50x5 stainless square washers for duckfoot hold down bolts

GRC Activities:
• GRC to isolate and tag out pumps and valves
• GRC to disconnect and reconnect electrical cables to motors
• Public notifications

Contractor Scope:
1. Install Bungs in receiving manholes (Attached Map 3)
2. Manage outflow of manhole and inflow to well – 3 x 10,000L Vac truck
3. Engage Traffic control to manage all traffic through Alf O’Rourke pump station project area
4. Empty well and vacuum clean well floor
5. Remove one pump and duckfoot
6. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
7. Install base plate, pump, duckfoot, guide rails, ductile pipe rise, uni-flanges within a 12-hour period.
8. Supply material and labour to seal mounting bolts and haunch around new base plate
9. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
10. Remove second pump and duckfoot
11. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
12. Install second base plate, pump and duckfoot, guide rails, ductile pipe rise, uni-flanges within a 12-hour period.
13. Supply material and labour to seal mounting bolts and haunch around new base plate
14. Test and commission pump, 24hr proof of performance before moving to another project location.
15. Each pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).
16. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.
17. Reestablish site with turf, guttering or roadway where damaged. Ensure roadway and guttering is clean from dirt or project rubbish/waste.

Contractor requirements:
- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply Bung and air compressor
- Vacuum trucks and crane/crane truck
- Traffic Control for Alf O’Rourke Drive
- Two 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.
- Application for works on Roads permit (GRC). The review time frame is 21 days

3.7 CALLIOPE 01 SPS DUCKFOOT, PUMP AND RISER PIPE REPLACEMENT

GRC GRC Supplied Materials:
- Ductile riser pipes, uni-flanges, SS guide rails, brackets, pumps, dux feet, pump chains, chain fittings, gaskets and SS bolt sets
- 50x50x5 stainless square washers for duckfoot hold down bolts

GRC Activities:
- GRC to isolate and tag out pumps and valves
- GRC to disconnect and reconnect electrical cables to motors

Contractor Scope:
1. Install Bungs in receiving manholes (Attached Map 4 & 4A)
2. Manage outflow of manhole and inflow to well – 2 x 10,000L Vac truck
3. Engage Traffic control to manage all traffic through Dump Point station off Taragoola Road.
4. Empty well and vacuum clean well floor
5. Remove one pump and duckfoot
6. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D &CMDG-S-050E.
7. Install base plate, pump, duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour period.
8. Supply material and labour to seal mounting bolts and haunch around new base plate
9. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
10. Remove second pump and duckfoot
11. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.

12. Install second base plate, pump and duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour period.

13. Supply material and labour to seal mounting bolts and haunch around new base plate

14. Test and commission pump, 24hr proof of performance before moving to another project location.

15. Install puddle flanges on each associated pump’s pipework within the valve pit. Form up boxing and steel fixing cages around each puddle flange and dowel fixing cages into the valve pit wall with 32mpa concrete.

16. Each pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm). The puddle flange installation shall be outside of this timeframe. But shall be completed before leaving site and starting another project.

17. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.

18. Reestablish site with turf, where damaged. Ensure roadway and guttering is clean from dirt or project rubbish/waste.

Contractor requirements:
- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply Bungs and air compressor
- Supply two 100mm puddle flanges
- Vacuum trucks and crane/crane truck
- Traffic Control for Tarragoola Road
- Two 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.
- Application for works on Roads permit (GRC). The review time frame is 21 days.

3.8 SPS A07 PUMP AND RISER PIPE REPLACEMENT

GRC Supplied Materials:
- Ductile riser pipes, uni-flanges, SS guide rails, brackets, pumps, dux feet, pump chains, chain fittings, gaskets and SS bolt sets
- 50x50x5 stainless square washers for duckfoot hold down bolts

GRC Activities:
- GRC to isolate and tag out pumps and valves
- GRC to disconnect and reconnect electrical cables to motors
Public notifications

**Contractor Scope:**

1. Install Bungs in receiving manholes (attached Map XXX)
2. Manage outflow of manhole and inflow to well – 2 x 10,000L Vac truck
3. Manage all traffic through Yaralla Street pump station project area
4. Empty well and vacuum clean well floor
5. Remove one pump and duckfoot
6. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
7. Install base plate, pump, duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour period.
8. Supply material and labour to seal mounting bolts and haunch around new base plate
9. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
10. Remove second pump and duckfoot
11. Remove benching around existing duckfoot, to provide adequate clearance to install new SS hold down bolts & base plate in accordance with supplied CMDG drawings CMDG-S-050D & CMDG-S-050E.
12. Install second base plate, pump and duckfoot, guide rails, ductile pipe rise, uniflanges within a 12-hour period.
13. Supply material and labour to seal mounting bolts and haunch around new base plate
14. Test and commission pump, 24hr proof of performance before moving to another project location.
15. Each pump installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).
16. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.
17. Reestablish site with turf, where damaged. Ensure roadway and guttering is clean from dirt or project rubbish/waste.

**Contractor requirements:**

- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply Bungs and air compressor
- Vacuum trucks and crane/crane truck
- Two 25mm base plate (for duckfoot mounting) as per CMDG-S-050E
- Supply bolts, anchor bolts, chemset and fasteners (including washers)
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.
3.9 SPS TANNUM 04 RISER PIPE REPLACEMENT

GRC Supplied Materials:
- Ductile riser pipes, uni-flanges and 100mm ductile elbow

GRC Activities:
- GRC to isolate and tag out pumps and valves
- GRC to disconnect and reconnect electrical cables to motors
- Public notification

Contractor Scope:
1. Install Bungs in receiving manholes (attached Map XXX)
2. Manage outflow of manhole and inflow to well – 3 x 10,000L Vac truck
3. Engage Traffic control to manage all traffic through Oaks Road pump station project area
4. Vacuum clean well floor
5. Install base ductile pipe rises, uniflanges and ductile elbow within a 12-hours window.
6. Test and commission pump, 24hr proof of performance per pump installation shall be required before second pump installation.
7. Install second ductile pipe rise, uniflanges and ductile elbow within a 12-hour window.
8. Supply material and labour to seal mounting bolts and haunch around new base plate
9. Test and commission pump, 24hr proof of performance before moving to another project location.
10. Each installation and associated works shall be completed within a 12-hour time frame (6am to 6pm).
11. Engage waste collector to remove all rubbish and environmental waste from site. Council must receive a copy of all waste tracking certificates.
12. Reestablish site with turf, where damaged. Ensure roadway and guttering is clean from dirt or project rubbish/waste.

Contractor requirements:
- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Confined space management plan, equipment and setup
- Supply Bungs and air compressor
- Vacuum trucks and crane/crane truck
- Traffic Control for Oaks Road
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.
- Application for works on Roads permit (GRC). The review time frame is 21 days
3.10 CALLIOPE WWTP INLET SCREW CONVEYOR SCREW REPLACEMENT

GRC Supplied Materials:
- Screw and liner and Operational manual for the Screw Conveyor

GRC Activities:
- GRC to isolate and tag out screw conveyor, bypass inlet flow and redirect flow, isolate inlet screen, reuse water supply and booster pump
- GRC to inspect screw convey housing upon contractor removal of components
- GRC to supply SS latches and hasps

Contractor Scope:
1. Remove service water pipe work, solenoid valves, covers and ancillary equipment
2. Remove gearbox, screw, wear plates and liner
3. Replace gearbox oil – as per manufacturers recommendations.
4. Install new liner and wear plates
5. Install new screw and reinstall gearbox on to the GRC screw
6. Inspect rotation of screw (by GRC)
7. Clean and inspect existing water services valves and spray jets
8. Refit ancillary equipment and modify existing covers securing arrangement to a latch system (opposed to nut & bolt arrangement)
9. Supply and install new solenoids and service water pipe work as per manufacturers recommendations
10. Conduct leak test on new pipe work and valves
11. GRC to remove isolations and bypass arrangement
12. Test and commission screw conveyor and sprays
13. Performance validation period of 5 days. The Contractor shall make provision for an on-call representative to resolve any issues arising during this period.

Contractor requirements:
- Risk assessment workshop - Including ITPs, SWMS, JSERA
- Crane/crane truck
- Supply solenoid as per components list within operations manual
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.

3.11 TANNUM BELT PRESS SKIRTING RUBBERS REPLACEMENT

GRC Supplied Materials:
- Skirting rubbers

GRC Activities:
- GRC to clean, isolate and tag out belt press
Contractor Scope:
1. Remove skirting rubbers
2. Clean skirting channels and mounting surfaces
3. Install new skirting rubbers
   (ensure skirting rubbers are not out of place, that will cause loss of containment, or excess wear of new rubbers).

Contractor requirements:
- Disposal of old skirting rubbers. Council must receive a copy of all waste tracking certificates
- Work Methodology, ITPs, SWMS, JSERA, Permits
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.

3.13 GWWTP Ditch inlet screw conveyor brush replacement

GRC Supplied Materials:
- New screw and fixings

GRC Activities:
- GRC to isolate and tag out screw conveyor, bypass inlet flow and redirect flow, isolate inlet screen,
- GRC to inspect screw convey housing upon contractor removal of components

Contractor Scope:
1. Clean down and disinfect screw conveyor prior to disassembly
2. Remove covers and disassemble screw conveyor
3. Remove screw conveyor
4. Install new brushes and brush keepers to screw unit
5. Install new screw component
6. Reassemble screw conveyor and install covers
7. Inspect screw for adequate clearances
8. Test and commission screw, 4 days proof of performance

Contractor requirements:
- Liaise with GRC project Superintendent for project scheduling
- 14 business days notification for isolations and confined space management plan review.

4.0 DELIVERABLES
The deliverables will be provided as a minimum:
- All work methodologies,
Safe Work Method Statements (SWMS),
Inspection Test Plans (ITPs) and,
Test and Commissioning Records
Vendor Data and Sketches

5.0 REFERENCE DOCUMENTATION

The following information has been made available for reference purposes:

- CMDG-S-Full Set of standard drawing
- Sketch of Duckfoot Mounting Plate Arrangement
- Scum Pump Station Plan
- Gladstone WWTP Map 1
- Sewer Catchment SPS GL S02 Map 2
- Sewer Catchment SPS GL S02 Map 2A
- Sewer Catchment SPS GL A38 Map 3
- Sewer Catchment SPS Cal 01 Map 4
- Sewer Catchment SPS Cal 01 Map 4A
- Boyne Island WWTP RAS Well
- Calliope – Screw Press
- Calliope 1 Pump Station
- Gladstone WWTP inlet screw brush conveyor
- QAL Pump Station
- QAL Pump Station Drawings
- Tannum Sands WWTP Belt Press Conveyor
- Tannum Sands WWTP Belt Press Conveyor Drawings
APPENDIX ONE

STANDARD INSTRUMENT OF AGREEMENT

1. Nature of Agreement

This is a binding contractual agreement between the Parties (Agreement)

2. Parties to Agreement

The Parties to the Agreement are the Principal and the Contractor (Parties) as follows:

Gladstone Regional Council [ABN 27 330 979 106] (Principal);

And

[ABN ] (Contractor)

3. Extent of Agreement

The Contractor agrees to faithfully execute the whole of the works as set out in the Contractual Document Parts for:

Contract Description: ____________________________  Contract No.: 30-19

in accordance with: a) the tender dated: dd mm yyyy (Tender); and

b) the Letter of acceptance dated: dd mm yyyy; and

c) the Contractual Document Parts.

3. Reliance on Information Provided Additional to Agreement

Principal does not guarantee that any information provided to assist the Contractor in the preparation of the Tender in additional to the Contract Document Parts is accurate or complete and the Contractor accepts that they must make their own assessment as to the accuracy or completeness of any such additional information where provided.

4. Date of Effect of Agreement

This Agreement takes effect from the date of signature of this Agreement by both Parties or, in the event the Parties sign on different dates, on the latest date that one of the Parties signs this Agreement.
5. Contractual Document Parts

The Contractual Document Parts consist of the documents set out below:

Section 1
Section 2 - 4
Notice to Tenderers  issued with tender

6. Execution

Principal
SIGNED, SEALED, and DELIVERED on behalf of the GLADSTONE REGIONAL COUNCIL - ABN 27 330 979 106
• pursuant to Local Government Act 2009 section 236;
• by a Council delegate, who certifies he/she is the proper officer to sign;
• in the presence of a witness:

..............................................      ..............................................
  Delegate Signature       }            Witness Signature
                        }      ..............................................
                        } ..............................................

..............................................      ..............................................
  Full Name of Delegate [Print]       }            Full Name of Witness [Print]
                        }      ..............................................
                        } ..............................................

………………………………………....  …………………………………
Delegate Signature      }            Witness Signature
………………………………………....  …………………………………
Full Name of Delegate [Print]      }            Full Name of Witness [Print]
………………………………………....  …………………………………
Date signed and witnessed

Company - (Contractor) - Option A - two directors OR one director and the secretary
SIGNED, SEALED, and DELIVERED on behalf of:

ACN: ..... ; the Contractor,
• under Corporations Act sections 127(1) and 127(3);
• by a director and a second director/the secretary, who certifies they are the proper officers to sign on behalf of the company:

..............................................      ..............................................
  Director Signature       }            Director/Secretary Signature
                        }      ..............................................
                        } ..............................................

..............................................      ..............................................
  Full Name [Print]       }            Full Name [Print]
                        }      ..............................................
                        } ..............................................

………………………………………....  …………………………………
Date signed and witnessed