

REQUEST FOR TENDER

COOLOOLA COAST SCADA UPGRADE

RFT No. 2015-2016 T018

Note:

Only populate the spreadsheet and schedules. Do not populate any part of this document

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PART 1A - INFORMATION NOTICE FOR TENDERERS

This information notice to Tenderers gives a brief background to the contracting processes and objectives of this invitation. This notice is only a guide and does not form part of any contract or agreement between Gympie Regional Council ("Council") and any person, firm or corporation which responds to Council's Request for Tender.

Council may cancel or discontinue the Request for Tender process at any time, whether before, on or after the Closing Time. Council is not bound to accept any tender and may request changes to a tender. In addition Council may accept a tender in part or in full and may accept more than one tender.

1 Brief Description of Works

This gives a brief background to the Tendering processes and objectives of this Request for Tender. As such, it is only a guide and is not to form part of any contract or agreement between the Gympie Regional Council ("**Council**") or any person, firm or corporation.

Council is seeking offers to ensure Council can make an informed decision on whether to enter in to a contract for the supply and installation of upgraded SCADA services to Water Supply and Waste Water infrastructure in the Cooloola Coast area.

The COOLOOLA COAST SCADA UPGRADE project is to implement a robust and reliable SCADA system for the Gympie Regional Council (the Council) to monitor and operate the water and sewerage assets in the Cooloola Coast Region (Tin Can Bay, Cooloola Cove, and Rainbow Beach).

The SCADA Upgrade Project will include the upgrade of telemetry assets at the Water Treatment Plants, Water Distribution Sites (reservoirs, water towers, and pump stations), Wastewater Treatment Plants, and Wastewater Pump Stations.

It is a requirement that all works are to be completed and invoiced by 20 June 2016.

2 Structure of this Request for Tender (RFT)

Part 1b: Conditions of Tendering

The Tender Response Forms specify the information Tenderers are required to provide with their Tenders in order for Council to assess and evaluate the Tender. Tenderers are advised and must note the criticality of completing the Tender Response Forms in full.

Should a Tenderer fail to address the criteria within the Tender response forms in full it may render their Tender non-conforming and may result in their Tender being ineligible for further consideration and rejected at the sole and absolute discretion of Council.

The Conditions of Tendering contain the instructions, conditions and guidelines to be followed in submitting Tenders.

Part 2: Tender Response Forms

Part 3: AS2124 - Conditions of Contract

This part contains the execution page to AS2124 terms and conditions of the contract for the works to be performed by the successful Tenderer and associated documents.

Part 4: Annexures to AS2124 – Conditions of Contract

This part contains the Annexures to AS2124 for the works to be performed by the successful Tenderer.

Part 5: Special Conditions of Contract

This part contains the Special terms and conditions specific to the contract for the works to be performed by the successful Tenderer.

Part 6: Technical Specifications

The Technical Specifications set out the Council's requirements for the supply and installation of goods and services.

Part 7: Drawings

Contains locality plans, particular works drawings and standard drawings to be used to perform the work.

3 Commercial Approach

Each Tender will initially be evaluated to determine whether the Tender complies with the procedural requirements of the Conditions of Tender. Each Tenderer should note that Council has the discretion to reject a Tender that does not comply with the requirements of the Conditions of Tender. If a Tender passes this initial evaluation, the Tender will be assessed according to the evaluation criteria and other conditions of the Conditions of Tender.

Tenderers must note that the Council intent is to Tender the contract to a contractor/s whose Tender/s are considered to be most advantageous and of best value for money to Council. Therefore, whilst cost is an important consideration, it is not the only part of the evaluation criteria.

4 Request for Information

If a Tenderer requires additional information, the information must be obtained through the QTender website On-Line Discussion in Section 3 Here is the Detail of the QTender document release area. A Tenderer must not direct a request for information to, or seek to discuss the Request for Tender process with, any councillor or officer of Council.

Council will not be bound by any advice or information furnished by a councillor or officer of Council with respect to the Request for Tender. Refer to the Conditions of Offer which details the process for obtaining information about the Request for Tender.

Under section 228(7) of the Local Government Regulation 2012, Council reserves the right to invite all Tenderer to change their Tender to take account of a change in the Request for Tender (including the Specification).

Each Tenderer must endeavour to ensure that if the Tenderer requests information or seeks to discuss the Request for Tender, the request is directed through the e-Tender website not later than 5 business days prior to the Closing Time.

Tenderers requiring clarification of any detail and/or information contained within this Request for Tender must only do so in writing in accordance with the conditions of Tender.

Important note:

- only **written** instructions, clarification, and or directions from Council via an addendum or via the Online Discussion process shall be considered as legally binding; and
- any and all oral instructions, clarification, and or directions from Council including but not limited to silence by Council is considered as **invalid** and **shall not** form part of any subsequent contract that may be entered into.

5 Information Supplied by the Council

The Council will, to the maximum extent possible, supply Tenderers with as much relevant information as possible in order to allow Tenderers to develop a response to this Request for Tender which meets the Council's requirements.

However, Tenderers must note the provisions of the Conditions of Tendering which state that Tenderers must make their own enquiries and inspections to satisfy themselves of the information required to submit their Tenders.

6 Clarification prior to the Closing Time

If a Tenderer requires additional information, the information must be obtained from the Contact Person identified in the Conditions of Tender. A Tenderer must not direct a request for information to, or seek to discuss the Request for Tender process with, any councillor or officer of Council, other than the Contact Person.

Council will not be bound by any advice or information furnished by a councillor or officer of Council with respect to the Request for Tender. Refer to Clause 4 of the Conditions of Tender which details the process for obtaining information about the Request for Tender.

Under section 229(7) of the *Local Government Regulation 2012*, Council reserves the right to invite all Tenderers to change their Tender to take account of a change in the Request for Tender (including the Specification).

Each Tenderer must endeavour to ensure that if the Tenderer requests information or seeks to discuss the Request for Tender with the Contact Person, (Procurement Section), via online discussion forum process in QTender <https://www.hpw.qld.gov.au/qtenders/home.do>. The request is to be directed to the Contact Person not later than 5 business days prior to the Closing Time.

7 Right to Information and Disclosure

The Right to Information Act 2009 provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including Council). Refer to the Conditions of Offer for further information about the obligations of Council under the Act.

8 Obligation of Disclosure

When assessing responses any information endorsed "commercial in confidence" will generally not be disclosed unless there is a lawful requirement to do so, including under the Right to Information Act 2009. However, Council is entitled to publish the worth of any contract including the Contract value and the successful tenderer. This includes any contract value over \$200,000.00 in accordance with clause 7. Where documents may be requested by a court as evidence or in accordance with clause 5, Council therefore cannot guarantee that information normally considered as confidential will not ultimately be released.

9 Statutory Obligation

Under section 237 of the Local Government Regulation 2012, Council must, as soon as practicable after entering a contract under chapter 6 of the Regulation worth \$200,000.00 or more:

- (a) publish relevant details of the contract on Council's website; and
- (b) display relevant details of the contract in a conspicuous place in Council's public office.

PART 1 B - CONDITIONS OF TENDERING

1 Definitions

In this Request for Tender, except where the context otherwise requires:

'Closing Time' means the date and time specified in the tender advertisement. Australian Eastern Standard Time applies.

'Confidential Information' means any technical, commercial or other information, trade secrets, ideas, concepts, know-how, data, drawings, specifications or designs of any kind either:

- (a) owned by the Principal and supplied or made available by the Principal to the Respondent; or
- (b) created by the Respondent, from the material supplied or made available to the Respondent by the Principal for the purposes of submitting the Respondent's Tender.

'Contact Person' means the person listed at Clause 2 of the General Conditions of Contract.

'Contract' has the meaning given in the General Conditions of Contract.

'Contract Price' has the meaning given in the General Conditions of Contract.

'Contractor' has the meaning given in the General Conditions of Contract

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

'GST' has the meaning given in the General Conditions of Contract.

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

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

'Tender' means a Tender Form duly completed by a Respondent, including any templates or attachments to be completed and included in the Tender, and lodged in response to this Request for Tender. For the purposes of this document "Tender" shall be assigned the same meaning.

'Tender Form' means the Tender Response Forms included in Part 1 of the Request for Tender.

'Principal' means Gympie Regional Council.

'Relevant Person' means the Respondent and each person engaged in the preparation of a Tender on behalf of the Respondent.

'Request for Tender' or **'RFT'** see Clause 0.

'Respondent' or **'Tenderer'** means any person lodging a Tender.

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

'Specification' means the Specification comprising Part 3 of the Request for Tender, including any amendment or addition to the Specification.

2 Structure of Request for Tender

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

- (a) Part 1B – Conditions of Tender; and
- (b) Part 2 – Response Forms; and
- (c) Part 3 – AS2124 Execution Page and Associated Forms; and
- (d) Part 4 – Annexures to AS2124-1992 – Conditions of Contract; and
- (e) Part 5 - Special Conditions of Contract ; and
- (f) Part 6 – Technical Specifications; and
- (g) Part 7 – Drawings and Appendices.

2.2 The following order of precedence shall apply where there is inconsistency between documents comprising this tender with (a) as highest priority:

- a) Conditions of Tendering;
- b) Any addendums;
- c) Specifications;
- d) Drawings;
- e) Special Conditions of Contract;
- f) General Conditions of Contract.

3 Obtaining Information

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

3.2 Any additional information required by a Respondent **Must** be obtained from the Contact Person using the online discussion forum at section 3 of this tender on the QTender site.

3.3 Respondents **Must** not direct requests for information to, or seek to discuss the Request for Tender process with, any Councillor or officer of the Principal other than the Contact Person via the online discussion forum in section 3 for this tender on the QTender site.

3.4 Failure to use the online discussion forum in section 3 on the QTender site to seek further information regarding this tender may disqualify a respondent from further consideration in the tender process.

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

3.6 If the Principal makes information available to a Respondent, the Principal reserves the right to distribute the information to each Respondent who has been provided with a copy of the Request for Tender.

- 3.7 If requested by the Principal after the Closing Time for Tenders, the Respondent must:
- a) provide further information relating to the Tender; and
 - b) give a presentation at a time and place nominated by the Principal:
 - (i) to demonstrate the Respondent's financial substance, technical capabilities and resources; and
 - (ii) to demonstrate its ability to comply with the terms and conditions of the Contract; and
 - (iii) in relation to anything else relative to the Tender; and
 - c) allow the Principal and its agents to inspect any facility or equipment the Respondent proposes to use in complying with the terms and conditions of the Contract; and
 - d) authorize the Principal and its agents (in writing, if required) to contact any referee nominated by the Respondent; and
 - e) authorize the Principal (in writing, if required) to obtain information about the Respondent, particularly information relevant to the Respondent's ability to discharge the responsibilities of the Contractor under the Contract, from any third party the Principal considers may be able to provide that information.

3.8 The Principal will only provide information to Respondents in electronic format.

4 Responsibilities of Respondent

- 4.1 Before submitting its Tender, each Respondent must:
- a) carefully read and consider the Request for Tender and any other information made available by the Principal with respect to the Request for Tender and the process of responding to the Request for Tender; and
 - b) read and consider all information relevant to the risks, contingencies and other circumstances relevant to the Request for Tender; and
 - c) inform itself of the nature of the obligations it must discharge under the Contract; and
 - d) inform itself of the labour, plant and equipment and other items necessary, suitable or desirable to enable the Respondent to discharge its obligations under the Contract; and
 - e) not rely upon information provided by or on behalf of the Principal; and
 - f) independently verify any information provided by or on behalf of the Principal, and satisfy itself through site inspections that the information is adequate and accurate; and
 - g) satisfy itself that the information in its Tender is accurate and complete; and
 - h) satisfy itself that its Tender complies in all respects with the requirements of the Request for Tender.
- 4.2 In evaluating Tenders and determining with whom it will enter the Contract, the Principal will rely upon Respondents having complied with the requirements of Clause 4.1.
- 4.3 Failure to comply with any requirement in Clause 4.1 will not relieve the relevant Respondent of responsibility to complete the Contract in accordance with its terms and in particular, the price or rate Tendered by the Respondent.
- 4.4 The Principal will not be responsible for the payment of any expenses or losses incurred by the Respondent in:
- a) attending any briefing or site; or
 - b) preparing and lodging its Tender; or
 - c) participating in any post Tender activities.

- 4.5 A Respondent's Tender will not be considered if the Respondent or anybody on its behalf offers or gives anything to:
- a) any Councillor of the Principal; or
 - b) any officer or agent of the Principal, or
 - c) as an inducement or reward that could influence the actions of the person in relation to the Tender.

5 Formal Requirements

- 5.1 The Tender must be submitted in the form of the Tender Form and uploaded electronically to the QTender site.
- 5.2 The Tender Form must be fully completed, and include all supporting documents and materials required by the Request for Tender.
- 5.3 Documents requiring a signature must be signed and scanned to PDF. Any brochure or pamphlet which forms part of the Tender must be scanned and attached as a separate file.
- 5.4 The Tender Form must contain the Respondent's:
- a) full name; and
 - b) Australian Business Number; and
 - c) address and facsimile number for the service of notices.
- 5.5 If the Respondent operates as a firm, the Tender Form must contain:
- a) the full names and addresses of each member of the firm; and
 - b) the business name under which the firm trades; and
 - c) the firm's address and facsimile number for the service of notices; and
 - d) the firm's Australian Business Number.
- 5.6 If the Respondent is a corporation, the Tender Form must contain details of the corporation's:
- a) name; and
 - b) business name (if applicable); and
 - c) Australian Business Number; and
 - d) registered office; and
 - e) address and facsimile number for the service of notices; and
 - f) the name, telephone number and address (if different from the address for service of notices) of a natural person who is authorised by the corporation to represent it in relation to the Respondent's Tender.
- 5.7 If the Respondent is a consortium or a joint venture, the Tender Form must contain details of:
- a) the name of each member; and
 - b) the structure of the consortium or joint venture, including the proposed managerial structure; and
 - c) the role to be played by each member in complying with the terms and conditions of the Contract; and

- d) in the case of a consortium, the member who is to be the principal contractor on behalf of the consortium.

5.8 The Tender Form must be duly executed in a manner that binds the Respondent.

5.9 The Contract Price in the Tender Form must be:

- a) in Australian dollars; and
- b) unless otherwise specified in the Tender, GST inclusive.

5.10 The Respondent must:

- a) number consecutively each page of its Tender; and
- b) include an index in the Tender.

5.11 The identity of the Respondent is fundamental to the Principal. For the purposes of a Tender, the Respondent is the person, persons, corporation or corporations:

- a) who is named as the Respondent in the Tender Form; and
- b) who has duly executed the Tender Form in a manner that binds the Respondent.

6 Conforming and Alternative Tenders

6.1 A Respondent may lodge an alternative Tender only if it has lodged a conforming Tender.

6.2 Each alternative Tender must be accompanied by a clear summary of all points of difference between the alternative Tender and the conforming Tender.

6.3 Each alternative Tender must be submitted on a separate Tender Form.

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

6.5 The Principal will not be obliged to consider any Tender that does not comply with the requirements of the Request for Tender.

7 Lodgement of Tenders

7.1 The Tenderer must lodge one scanned electronic copy (in a single file) of its Tender in Adobe PDF format via QTender.

7.2 Only Tenders uploaded directly to QTender via: <https://www.hpw.qld.gov.au/qtenders/home.do> will be accepted

7.3 Any Tender not in QTender before the Closing Time and Date may be rejected at Council's sole discretion.

7.4 For enquiries regarding QTender electronic tender process, contact:

- a) Telephone: QTenders System Support – (07) 3215 3699
- b) Email: BSU@hpw.qld.gov.au

7.5 Where a Respondent lodges an alternative Tender:

- a) the conforming and alternative Tenders must be submitted as a separate file; and
- b) the non-conforming Tender must be clearly marked, "ALTERNATIVE TENDER" (in addition to being clearly marked in accordance with Clause 7.1).

- 7.6 Tenders must be submitted to QTender by the Closing Time specified on the cover sheet.
- 7.7 The Principal may extend the Closing Time at its discretion.
- 7.8 A Tender will **NOT** be accepted if submitted:
 - a) in Hardcopy; or
 - b) by email (unless by prior arrangement with the Procurement Section of Council), or
 - c) by facsimile.
- 7.9 A Tender is irrevocable for 90 days after the Closing Time.
- 7.10 The period in Clause 7.9 may be extended by mutual agreement between the Respondent and the Principal.
- 7.11 A Respondent must not alter or add to the Tender Form unless required by the Request for Tender.
- 7.12 If a respondent is successful, a signed and completed hardcopy of the tender response shall be submitted to the Principle.

8 Opening of Tenders

- 8.1 Tenders will be opened after the Closing Time.
- 8.2 Tenders will NOT be opened publicly.

9 Evaluation of Process

- 9.1 The tender evaluation will be conducted with regard to the sound contracting principles defined in section 104(3) of the Local Government Act 2009, namely:
 - a) value for money; and
 - b) open and effective competition; and
 - c) the development of competitive local business and industry; and
 - d) environmental protection; and
 - e) ethical behaviour and fair dealing.
- 9.2 Each Tender will be evaluated using the information provided in the Tender Form.
- 9.3 If a Tender Form for a Tender is not fully completed or does not include all supporting documents and materials required by the Request for Tender or the Tender Form, the Tender may be rejected.
- 9.4 In evaluating Tenders, the Principal may:
 - a) conduct interviews with Respondent's staff and subcontractors; and
 - b) contact Respondents' referees; and
 - c) investigate a Respondent's structure and management, and that of any relevant subsidiary or related corporation; and
 - d) make its own assessment of the Respondent's ability to comply with the terms and conditions of the Contract at the Tendered price; and
 - e) verify that the Respondent holds all necessary permits, licences, approvals and certifications necessary to enable it lawfully to comply with the terms and conditions of the Contract; and
 - f) Respondents must give the members of the evaluation panel of the Principal any cooperation and assistance reasonably requested of them to facilitate consideration of their Tenders.

- 9.5 Qualitative criteria for the Request for Tender are specified in Item 7 of the Tender Form. The qualitative criteria are weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the Tender in accordance with the specifications. Each Respondent must address each of the qualitative criteria specified in Item 7 of the Tender Form. If a Respondent fails to address any of the qualitative criteria in Item 7 of the Tender Form, its Tender may be rejected.

10 Clarifications and Variations

- 10.1 The Principal will not respond to any requests for information made within one week of the closing time for tenders.
- 10.2 The Principal may issue to Respondents before the Closing Time:
- a) additional information; or
 - b) information clarifying or correcting information previously provided, or
 - c) to assist them in preparing their Tenders.
- 10.3 If the Principal issues information to Respondents under Clause 10.2, each Respondent must take the information into account in the preparation of its Tender.
- 10.4 After the Closing Time, the Principal may (without limiting its options):
- a) request clarification or further information from any Respondent; or
 - b) invite all Respondents to change their Tenders in response to an alteration to the Specification or any of the terms and conditions of the Contract; or
 - c) negotiate with one or more Respondents upon any aspects of their Tenders.

11 Commissions and Incentives

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

12 Confidentiality

- 12.1 The Respondent:
- a) acknowledges that the Confidential Information is sensitive and valuable, and will remain at all times the property of the Principal; and
 - b) must not use the Confidential Information for any purpose other than preparing its Tender; and
 - c) must not copy any material comprising or containing Confidential Information, other than where (and then only to the extent that) copying is necessary to enable it to prepare its Tender; and
 - d) must allow access to the Confidential Information by Relevant Persons only to the extent necessary to enable the Tender to be prepared; and
 - e) must obtain the Principal's written consent before disclosing Confidential Information to a person other than a Relevant Person.
- 12.2 The consent of the Principal to disclosure of the Confidential Information by the Respondent may be given or withheld on such terms and conditions as the Principal considers appropriate.

- 12.3 The Respondent's obligation under this Clause continues after closure of Tenders and award of the Contract.
- 12.4 The Principal reserves the right to retrieve from a Relevant Person any Confidential Information held by that person, subject to the Principal having given written notice to the Respondent in writing that the Relevant Person is to be denied access to the Confidential Information.
- 12.5 Failure or delay by the Principal in enforcing strict compliance with this Clause or pursuing a remedy under this Clause will not constitute a waiver or implied variation of the entitlement or remedy.
- 12.6 This Clause will not apply to an item of Confidential Information where the Respondent can establish that:
- a) the item has been transferred to the public domain through no fault of the Respondent; or
 - b) the item was already in the Respondent's possession when it was supplied or made available by the Principal, and not acquired directly or indirectly from the Principal; or
 - c) it has received from the Principal written notification that the Principal no longer requires the Respondent to keep the item confidential.

13 Acceptance of Tender

- 13.1 The Principal will not be bound to accept the lowest or any Tender.
- 13.2 The Principal may accept a Tender from a Respondent by giving written notice in the form of a Letter of Acceptance to the Respondent who submitted the Tender to the Principal.
- 13.3 The Contract will not come into existence until the Principal has given written notice in the form of a Letter of Acceptance to the Respondent.
- 13.4 When the Contract comes into existence the Respondent becomes the Contractor for the purposes of the General Conditions of Contract.
- 13.5 The Principal reserves the right to;
- a) accept a Tender in part or in whole, or
 - b) accept multiple Tenders.

14 Right to Information

- 14.1 The Tenderer acknowledges that:
- a) Gympie Regional Council collects personal information where it is directly related to a function or activity of Council and where the collection of such information may be reasonably considered as necessary for that purpose. It will only use personal information for that purpose, and will not disclose it, except as permitted under the Information Privacy Act 2009.
 - b) the Information Privacy Act and the Right to Information Act entitles members of the public to access documents held by Local Governments, including documents created by private entities; and
 - c) nevertheless, access to exempt matter may be denied.
- 14.2 The Tenderer must familiarise itself with the relevant provisions of the Act dealing with what material must be disclosed and what information is exempt matter and may be withheld from disclosure.

- 14.3 The Principal accepts no responsibility for the accuracy or adequacy of any information it provides to Tenderers concerning the content or effect of the Act.
- 14.4 Where a Tender contains:
- a) material concerning the personal affairs of a person, living or dead; or
 - b) trade secrets; or
 - c) material (other than trade secrets) that is commercially valuable to the Tenderer; or
 - d) other material confidential to the Tenderer,
 - e) the Tenderer must identify that material in the Tender as confidential.
- 14.5 Material not clearly identified in the Tender as confidential may be disclosed, without reference to the Tenderer, to any person who applies for disclosure under the Act.
- 14.6 In any event, the Principal reserves the right to disclose, in response to an application under the Act, any material contained in or accompanying the Tender, including material identified in the Tender as confidential.
- 14.7 Ownership of Tenders
- 14.8 Each Tender Form (including all supporting documentation and materials submitted by a Respondent as part of, or in support of, its Tender) becomes the property of the Principal on submission and will not be returned to the Respondent.
- 14.9 However, the Respondent shall retain copyright and other intellectual property rights in respect of the Tender except to the extent specified in the Contract.
- 14.10 The Principal may reproduce the Tender for the purposes of evaluation.

15 Policies Particular to the Principal

- 15.1 Tenders will be evaluated by reference to criteria which are particular to the Principal as follows:
- a) Procurement Policy
 - b) occupational health and safety,
 - c) Quality Assurance, and
 - d) Risk Management Procedures.

16 In-house Tenders

- 16.1 Not applicable.

17 Collusive Tendering

- 17.1 The Principal reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Tenderers to the appropriate authority and to provide that authority with any relevant Tenderer information.
- 17.2 The Principal's obligation (if any) to keep Tenderer information confidential will not be breached if the information is disclosed by the Principal to the appropriate regulatory authority because of suspected collusive or anti-competitive Tendering behaviour.

18 Contact Officer

- 18.1 The contact person for this Request for Tender is via the Queensland Government QTender site Online Discussion process in section 3, Linked to this tender at:
<https://www.hpw.qld.gov.au/qtenders/home.do?>.

PART 2 - TENDER RESPONSE FORMS

1 Declaration by Tenderer

1.1 Tenderers **Must** provide a declaration in the following format:

Name of Tenderer (Company, Partnership, or Individual):

ABN/ACN of Tenderer:

Registered Address of Tenderer:

submits its Tender to provide the Services and Supplies solicited by this **RFT No.: 2015-2016-T018** at the prices Tendered. In preparing this Tender, the Tenderer acknowledges that it is aware of Part V of the *Trade Practices Act 1974* and that its Tender does not contain any false, misleading or deceptive misrepresentations, claims or statements.

By submitting its Tender, the Tenderer acknowledges and agrees:

- a) to Council's rights in the RFT;
- b) that Tenders are prepared in accordance with the RFT and are accurate, complete and not misleading;
- c) that Council can utilise all relevant information about the Tenderer's performance on Council procurement activities;
- d) that the Tenderer conducted itself in a manner that is at least consistent with Council's obligations to act in accordance with the applicable Council procurement framework, for example to ensure certainty of costs and value for money;
- e) that Council can rely on the Tender in accurately assessing compliance with the RFT, risks and risk management options and value for money in accordance with the RFT;
- f) that representations made in the Tender when incorporated in any resultant Contract, will be fully complied with by the Tenderer;
- g) that they have informed Council about Supplies that contain any form of asbestos;
- h) that the Tenderer has no judicial decisions against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid;
- i) that the Tenderer has fully complied with any judgment against it from any Court or Tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, occupational health and safety law or workers' compensation law;

Signature of Tenderer or person authorised to sign the Tender on behalf of the Tenderer:

Signature of Tenderers Authorised Representative

Date of signature:

Name of Tenderers Authorised Representative
(BLOCK LETTERS):

Position held:

Signature of witness:

Address of witness:

Name of witness (BLOCK LETTERS):

Date of witness signature:

2 Addendums

The Tenderer offers to supply the **Goods and Services** detailed in:

- (a) the Request for Tender and in particular the Specification; and
- (b) the addenda issued after the date of issue of the Request for Tender as listed below,

in accordance with the Contract and the representations of the Tenderer contained in this Tender Response and all attachments to this Tender Response.

ADDENDUM NO.	ADDENDUM DATE	SUBJECT OF ADDENDUM
.....
.....
.....

(Insert particulars of all addenda issued by Council)

This Tender Response (including the prices in the Price Schedule) is irrevocable for 90 days after the Closing Time unless extended by mutual agreement between the Tenderer and Council.

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

This Tender Response is dated the day of 20..

Sample Only

Only Populate the
Attached Schedules for
Parts 2 and 3

Name of Tenderer:

Signature: Date:

3 Tender Form

To: The Chief Executive Officer
Gympie Regional Council
242 Mary Street, PO Box 155
Gympie QLD 4570

Name of principal: Gympie Regional Council		Date of tender	
Name of project: COOLOOLA COAST SCADA UPGRADE			
Tender – Lump Sum I/We tender to perform the work for the above project as described in, and in accordance with, the tender documents referenced in the <i>Request for tender</i> and for the sum of..... \$..... including GST (sum in words and figures)			
I/We acknowledge the receipt of Notices to Tenderers numbered during the tender period.			
Tender – Conforming I/We guarantee that this Tender is a fully compliant Tender and is in accordance with, the tender documents referenced in the <i>Request for tender</i> and is for a lump sum. We understand that if this Tender is not fully compliant the Principal has the right for non-consideration of this Tender.			
Name of tenderer			
ABN/ACN		Telephone	Email
Tenderer's address or registered business office address			
Address for service of notices	Sample Only		
Tenderer's bank and branch address			
Execution if tenderer is an individual or unincorporated body			
Tenderer's signature		Witness' signature	
Execution if tenderer is a company			
The common seal of the tenderer was affixed in accordance with the Articles of Association			
Director's signature		Secretary's signature	
OR			
Authorised officer's signature		Witness' signature	

4 Probity & Conflict of Interest Declaration Form

Name of principal	Gympie Regional Council
Name of project	COOLOOLA COAST SCADA UPGRADE

Tenders shall declare that:

- The Tenderer has not entered into any contract, arrangement or understanding to pay any moneys to an association but if so, attach the details of the contract, arrangement or understanding
- The Tenderer has not entered directly or indirectly into any contract, arrangement or understanding with any other Tenderer, but if so, attach the details of that contract, arrangement or understanding.
- The Tenderer has not entered into any contract, arrangement or understanding with anyone else which shall or may have the effect of increasing the tender price of all Tenderers.
- The Tenderer does not have any knowledge of the tender price or cover price or a price which can be used as a cover price of any other Tenderer, but if so, attach the details of that knowledge.

Conflict of Interest

The Tenderer, at the time of submitting Tender, declares that there is no conflict of interest present.

The Tender shall update this disclosure, if any conflict, potential conflict or apparent conflict which may arise during the Tender period.

Should any conflict appear to compromise the Tenderer. The Tenderer understands that this conflict could mean removal from the Tender. Tenderers must declare any perceived or actual conflict of interest below.

Declaration of Conflicts of Interest:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Name of Tenderer:

Signature: Date:

5 Checklist

The following checklist has been provided to assist the Tenderer with completion and submission of its Tender. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist Council with its assessment. All attachments must be clearly marked with the relevant paragraph number (e.g. "5.1 – Organisational Profile"). The information provided must be current. Unless requested, please keep the amount of information to a minimum – at least one (1) paragraph per item.

All pages within Part 2 must be completed and returned to Council as they form part of the Tenderer's Tender Response.

5.1 Organisational Profile

Attach a copy of the Tenderer's organisation structure and provide a brief overview (no more than 1 paragraph) of background information on the Tenderer and label it "5.1 – Organisational Profile" .	"Organisational Profile"	Tick if attached <input type="checkbox"/>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------	----------------------------------------------

5.2 Referees and Work Examples

Attach details of the Tenderers' referees, and label it "5.2 – Referees" . The Tenderer should prove three current referees with a brief outline of the works undertaken for that referee.	"Referees"	Tick if attached <input type="checkbox"/>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------	----------------------------------------------

5.3 Agents

Is the Tenderer acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of the Tenderer's principal and label it "5.3 – Agents" .	"Agents"	Tick if attached <input type="checkbox"/>

5.4 Trusts

Is the Tenderer acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "5.4 – Trusts": (a) give the name of the trust and include a copy of the trust deed (and all related documents); and (b) provide the names and addresses of all beneficiaries of the trust.	"Trusts"	Tick if attached <input type="checkbox"/>

5.5 Subcontractors

Does the Tenderer intend to subcontract any of the obligations of the Contractor under the Contract?	Yes / No	
If Yes, please populate clause "7 – Subcontractors"	"Subcontractors"	Tick if attached <input type="checkbox"/>

5.6 Product Specification

Attach a copy of the Tenderer's product standard specification for any products that are proposed to be supplied and installed as part of this contract and label it "5.6 – Product Specification" :	"Product Specification"	Tick if attached <input type="checkbox"/>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------	----------------------------------------------

Name of Tenderer:

Signature: Date:

5.7 Conflict Of Interest

Has the Tenderer signed the Probity & Conflict of Interest Declaration Form at clause "5.1 – Probity & Conflict of Interest Declaration Form" ?	Yes / No	
If the Tenderer identifies any actual or potential conflict of interest, please and the way in which any conflict will be dealt with in a statement at clause "5.1 – Probity & Conflict of Interest Declaration Form" .	"Conflict of Interest"	Tick if attached <input type="checkbox"/>

5.8 Financial Position

Is the Tenderer presently able to pay all its debts in full as and when they fall due?	Yes / No
Is the Tenderer currently engaged in litigation as a result of which it may be liable for \$50,000.00 or more?	Yes / No
If the Tenderer is awarded the Contract, will it be able to fulfil the obligations of the Contractor under the Contract from its own resources or from resources readily available to it and remain able to pay all of its debts in full as and when they fall due?	Yes / No

5.9 Quality Assurance

The quality assurance for this Request for TENDERS is: ISO9001:2008. Does the Tenderer have any documented quality assurance or quality assurance systems? If Yes please supply a copy of a current ISO9001:2008 registration certificate, as an attachment labelled "5.9 – Quality Assurance"	Yes / No	
If the Tenderer proposes to subcontract, does its subcontractor have a quality management system or "third party" quality management system in place?	Yes / No	
Supply evidence of the Tenderer's quality assurance position and where relevant of its supplier's or subcontractor's position, in an attachment labelled "5.9 – Quality Assurance" .	"Quality Assurance"	Tick if attached <input type="checkbox"/>

5.10 Insurance Coverage

The insurance requirements for this Request for Tender are detailed below and will be stipulated in the Purchase Order. Tenderers are to supply evidence of their insurance coverage (copies of certificates of currency) for every type of insurance specified below in an attachment labelled "5.10 – Insurance Coverage" .	"Insurance Coverage"	Tick if attached <input type="checkbox"/>
Type	Value (\$)	
Workers Compensation	As required by Law	
Public Liability	As stated in Annexure A to the General Conditions of Contract AS2124-1992	
Product Liability	\$10,000,000	
Professional Indemnity	\$ 5,000,000	
Insurance of the Works	As stated in Annexure A to the General Conditions of Contract AS2124-1992	

Name of Tenderer:

Signature: Date:

5.11 Key Personnel

Has the Tenderer provided Key Personnel	Yes / No	
If yes, specify the names, qualifications and experience of the Key Personnel who are to perform the Services under the Contract in an attachment labelled "Key Personnel" .	"Key Personnel"	Tick if attached <input type="checkbox"/>

5.12 Goods and Services Tax

Is the Tenderer registered for GST or required to be registered for GST under the <i>A New Tax System (Goods and Services Tax) Act</i> ?	Yes / No
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5.13 Alternate or Non-Conforming Tenders

Has the Tenderer lodged a conforming Tender?	Yes / No	
If yes, and this Tender is an Alternate or non-conforming Tender, has the Tenderer prepared and lodged with this Tender, a clear summary of all points of difference between this Tender and the conforming Tender in an attachment labelled "5.13 – Non-Conforming Tender Summary" ?	Yes / No	
NOTE: A non-conforming tender is a tender that does not meet the conditions of tender, for example a late tender, not signed, supplier does not meet mandatory requirements or has appropriate licenses or has not properly advised of a conflict of interest (perceived or actual).	"Alternate or Non-Conforming Tender Summary"	Tick if attached <input type="checkbox"/>

5.14 Electronic Copy of Tender

The Tenderer Must provide an electronic copy uploaded via the QTender site

5.15 Safe Work Method Statement

If the Tenderer is awarded the Contract, will the Tenderer intend to use their own Safe Work Method Statement for each worksite they may be engaged at?	Yes / No	
If Yes - Tenderers must attach a copy of the Safe Work Method Statement they would be using if the Tenderer is successful in being awarded a contract and submit it marked "5.15- Safe Work Method Statement" .	"Safe Work Method Statement"	Tick if attached <input type="checkbox"/>
If the Tenderer is awarded the Contract, will the Tenderer agree with, sign up to and comply with Council's Safe Work Method Statement for each worksite they may be engaged at?	Yes / No	

Name of Tenderer:

Signature: Date:

6 Price Schedules

6.1 Price Schedule Summary (The spreadsheet must be Populated)

6.1.1 Subtotals (Do not print and populate)

Schedule 1 – SCADA Upgrade					
Item	Description (Do not print and populate)	Quantity	Unit	Rate	Amount
1	Preliminaries				
1.01	Preliminaries items including Establishment, Insurances, Project Schedule, Site Management Plan, Inspection and Testing Plans etc.	1	Item		
1.02	Site Investigation and Data Collection	1	Item		
1.03	Radio Path Survey plus Check Sheets	1	Item		
1.04	Design documentation and drawings, up to and including drawings "Issued for Construction".	1	Item		
1.05	Project Insurances to cover through the 52 weeks defects liability period and all works until it has been tested and taken into service and issued a certificate of practical completion.	1	Item		
SUBTOTAL (excluding GST)					\$0.00
GST					\$0.00
SUBTOTAL (including GST)					\$0.00

Name of Tenderer:

Signature: Date:

Schedule 2 – SCADA Upgrade					
Item	Description (Do not print and populate)	Quantity	Unit	Rate	Amount
2	Sewerage Pump Stations (SPS): Supply and install SCADA equipment and hardware, complete including assembly and FAT, Installation, SAT and Commissioning As-Constructed Documentation (ADAC Compliant), site establishment and demobilization.				
2.01	T1 SPS – Esplanade, Tin Can Bay	1	Item		\$0.00
2.02	T2 SPS – Emperor St, Tin Can Bay	1	Item		\$0.00
2.03	T3 SPS – Oyster Pde, Tin Can Bay	1	Item		\$0.00
2.04	T4 SPS – Esplanade, Tin Can Bay	1	Item		\$0.00
2.05	T5 SPS – Toolara Rd, Tin Can Bay	1	Item		\$0.00
2.06	T7 SPS – Dolphin Ave, Tin Can Bay	1	Item		\$0.00
2.07	T8 SPS – Salmon St, Tin Can Bay	1	Item		\$0.00
2.08	T9 SPS – Toolara Road, Tin Can Bay	1	Item		\$0.00
2.09	T10 SPS – Snapper Ck Rd, Tin Can	1	Item		\$0.00
2.10	T11 SPS – Dolphin Ave, Tin Can Bay	1	Item		\$0.00
2.11	T12 SPS – Tin Can Bay Rd, Tin Can	1	Item		\$0.00
2.12	C1 SPS – Doric Ave, Cooloolo Cove	1	Item		\$0.00
2.13	C2 SPS – Batavia, Cooloolo Cove	1	Item		\$0.00
2.14	C3 SPS – Queen Elizabeth Dr	1	Item		\$0.00
2.15	C4 SPS – Creekside Esp, Cooloolo	1	Item		\$0.00
2.16	R1 SPS – Clarkson Dr, Rainbow	1	Item		\$0.00
2.17	R2 SPS – Karoonda Dr, Rainbow Beach	1	Item		\$0.00
2.18	R3 SPS – Carlo Rd, Rainbow Beach	1	Item		\$0.00
2.19	R4 SPS – Rainbow Shores, Rainbow Beach	1	Item		\$0.00
2.20	R5 SPS – Rainbow Shores Dr, Rainbow Beach	1	Item		\$0.00
2.21	R6 SPS – Griffin Esp, Rainbow Beach	1	Item		\$0.00
SUBTOTAL (excluding GST)					\$0.00
GST					\$0.00
SUBTOTAL (including GST)					\$0.00

Schedule 3 – SCADA Upgrade					
Item	Description (Do not print and populate)	Quantity	Unit	Rate	Amount
3	Water Reticulation Systems: Supply and install SCADA equipment and hardware, complete including assembly and FAT, Installation, SAT and Commissioning As-Constructed Documentation (ADAC Compliant), site establishment and demobilization.				
3.01	Tin Can Bay High and Low Reservoirs – Dolphin Ave, Tin Can Bay	1	Item		\$0.00
3.02	Coolooloa Cove Water Treatment Plant, C/Cove Reservoir – Investigator Ave, Coolooloa Cove	1	Item		\$0.00
3.03	Rainbow Beach Water Treatment Plant, Clear Water Storage Pumps and Tank Level – Rainbow Beach Rd, Rainbow Beach	1	Item		\$0.00
3.04	Clear Water Storage Booster Pump Station – Rainbow Beach Rd, Rainbow Beach	1	Item		\$0.00
3.05	Bore TS#1 – Rainbow Beach Rd, Rainbow Beach	1	Item		\$0.00
3.06	Bore TS#2 – Rainbow Beach Rd, Rainbow Beach	1	Item		\$0.00
3.07	Bore TS#3 – Rainbow Beach Rd, Rainbow Beach	1	Item		\$0.00
SUBTOTAL (excluding GST)					\$0.00
GST					\$0.00
SUBTOTAL (including GST)					\$0.00

6.1.2 Total Value

Total of all Schedules – SCADA Upgrade					
Item	Description (Do not print and populate)	Quantity	Unit	Rate	Amount
TOTAL (excluding GST)					\$0.00
GST					\$0.00
TOTAL (including GST)					\$0.00

Name of Tenderer:

Signature: Date:

PRIVACY STATEMENT: Gympie Regional Council collects personal information where it is directly related to a function or activity of Council and where the collection of such information may be reasonably considered as necessary for that purpose. It will only use personal information for that purpose, and will not disclose it, except as permitted under the Information Privacy Act 2009.

The Tender must include a schedule of rates in the advert that the Council directs a variation to the work:

Schedule – Variation costs for:					
Item	Description (Do not print and populate)	Quantity	Unit	Rate	Amount
5					
5.01	Design, supply, installation and testing of: Analog Signal Surge Protection – approved protection device on a 4-20mA 2-wire 4-wire (If Ordered)	Rate Only	No.		n/a
5.02	Design, supply, installation and testing of: Digital Signal Surge Protection – an approved surge protection device on a 24VDC 2-wire digital signal to an instrument (If Ordered)	Rate Only	No.		n/a
5.03	Supply and install Antenna: Folded Dipole 316SS (400-520MHZ / SMD41-67) including RG- 213 antenna cable (If Ordered)	Rate Only	No.		n/a
	Supply and install Antenna: 6-Element Yagi 316SS (450-480MHZ / YBSS6-61) including RG- 213 antenna cable (If Ordered)	Rate Only	No.		n/a
5.05	Supply and install Antenna: 9-Element Yagi 316SS (450-480MHZ / YBSS9-61) including RG- 213 antenna cable (If Ordered)	Rate Only	No.		n/a

Schedule – Resource rates for additional work					
Item	Description (Do not print and populate)	Quantity	Hourly Rate (\$)	Day Rate (\$)	Amount
6					
6.01	Project Manger	Rate Only			n/a
6.02	Project Engineer	Rate Only			n/a
6.03	Electrician	Rate Only			n/a
6.04	Apprentice Electrician	Rate Only			n/a

Name of Tenderer:

Signature: Date:

7 Subcontractors

Name of principal	Gympie Regional Council
Name of project	COOLOOLA COAST SCADA UPGRADE
COMPONENT OF WORKS	SUB CONTRACTOR

Name of Tenderer:

Signature: Date:

PRIVACY STATEMENT: Gympie Regional Council collects personal information where it is directly related to a function or activity of Council and where the collection of such information may be reasonably considered as necessary for that purpose. It will only use personal information for that purpose, and will not disclose it, except as permitted under the Information Privacy Act 2009.

8 Selection Criteria

8.1 Mandatory Criteria

8.1.1 There are no mandatory criteria for this requirement

8.2 Qualitative Criteria

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

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

<p>A) Relevant Experience</p> <p>Describe the Tenderer's experience in completing /supplying similar Goods and Services. Tenderers must, as a minimum, address the following information in an attachment and label it "Relevant Experience":</p> <ol style="list-style-type: none"> (a) Provide details of similar work (b) Ability to manage the project and ensure a good outcome (c) Provide names and contact details of three (3) referees for recent projects (d) Quality, Safety and Environmental Management. 	<p>Weighting</p> <p>20%</p>	
	<p>"Relevant Experience"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>B) Key Personnel skills and experience</p> <p>Tenderers should provide as a minimum in an attachment labelled "Key Personnel" information of proposed personnel to be allocated to this project, including:</p> <ol style="list-style-type: none"> (a) Their role in the performance of the Contract (b) Short Curriculum Vitae relevant to the Works, with particular emphasis on experience in projects similar to the Works. (c) Subcontractors and their experience and business postcode. (d) Local Business Content 	<p>Weighting</p> <p>10%</p>	
	<p>"Key Personnel"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>

<p>C) Resources</p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it "Statement of Resources":</p> <ul style="list-style-type: none"> (a) Plant, equipment and materials required for the completion of the Works (b) Financial capacity to manage cash flow throughout the execution of the Works (c) Personnel required for the completion of the Works (d) Any contingency measures or back up of resources, including personnel (e) Other information 	<p>Weighting</p> <p>10%</p>	
	<p>"Statement of Resources"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>D) Statement of Demonstrated Understanding</p> <p>Tenderers must, as a minimum, address the following information in an attachment and label it "Statement of Demonstrated Understanding":</p> <ul style="list-style-type: none"> (a) Timeline for the changeover of a sewage pump station site (b) Timeline for the installation at a water site (c) Process for the delivery of the Works (Methodology Statement) (d) Demonstrated understanding of the scope of work (e) Other information 	<p>Weighting</p> <p>10%</p>	
	<p>"Statement of Demonstrated Understanding"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>E) WH&S and QA Management Systems</p> <p>Tenderers should provide as a minimum in an attachment labelled "WH&S and QA Management Systems" of proposed WH&S and QA Management Systems to be included as part of this contract as per Part 2 items 5.9 and 5.15.</p>	<p>Weighting</p> <p>5%</p>	
	<p>"WH&S and QA Management Systems"</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p>
<p>F) Tender Submitted for additional and variation Items</p> <p>Tenderers that submit a conforming tender for both portions of this contract will be awarded this 5% weighting.</p>	<p>Weighting</p> <p>5%</p>	

8.2.2 Price

Price is rated at **Weighting 40%** of the evaluation.

To ensure consistency in evaluation of Tenders it is essential that the correct format of Clause 6 Price Schedule is included in the Tender Response. All pricing in Clause 6 Price Schedule must include GST.

PRIVACY STATEMENT: Gympie Regional Council collects personal information where it is directly related to a function or activity of Council and where the collection of such information may be reasonably considered as necessary for that purpose. It will only use personal information for that purpose, and will not disclose it, except as permitted under the Information Privacy Act 2009.

9 Local Business Content

9.1 Labour and Materials Source

Nominate the percentage of labour and materials that will be sourced from the respective regions.

LABOUR AND MATERIALS SOURCE	%
1. Gympie Regional Council Area	5
2. Sunshine Coast or North and South Burnett or Fraser Coast Council Areas	1
3. Queensland Excluding 1 and 2	0
4. Other	-5
TOTAL	100%

Name of Tenderer:

Signature: Date:

Part 3 – AS2124 Execution Page and Associated Forms (for use with AS 2124 and AS 2987)

1 AS2124 – Conditions Of Contract

1.1 Form of Formal Instrument of Agreement

AN AGREEMENT made this day of, 20..... ..

BETWEEN GYMPIE REGIONAL COUNCIL whose office is situated at 242 MARY STREET, GYMPIE, 4570 in the State of QUEENSLAND (hereinafter called "the Principal") of the one part

AND. Contractor a company having its registered office at in the State of(hereinafter called "the Contractor") of the other part.

WHEREAS the Principal is desirous of having the works described in the Specification entitled "COOLOOLA COAST SCADA UPGRADE, RFT No.: 2015-2016-T018, completed by the Contractor which the Contractor has agreed to do.

NOW IT IS AGREED as follows:-

The Contractor shall perform and complete the said works in accordance with and upon and subject to this Agreement and to the Specifications, Drawings, Conditions and other documents listed in the schedule hereto (all of which together with this Agreement are hereinafter called "the Contract Documents") which shall be signed by the parties hereto for reference.

The Principal shall pay to the Contractor the sum of *(Amount in words and figures)*

(\$) or such other sum as may be payable under the provisions of the Contract Documents at the time and in the manner specified in the Contract Documents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written

SIGNED on behalf of GYMPIE REGIONAL COUNCIL)

By)

Its Director, Engineering Services)

he having the authority in that behalf)

in the presence of)

SIGNED on behalf of [TBC])

By)

Its)

he having the authority in that behalf)

in the presence of)

1.2 Schedule to the Formal Instrument of Agreement

for

Name of Contract: COOLOOLA COAST SCADA UPGRADE

Contract number: RFT No.: 2015-2016-T018

(List ALL of the Contract Documents from The Letter of Acceptance through post tender correspondence, the tender itself and the Tender documents, Conditions of Contract, Specs, & Drawings including Standard Drawings and their Mark/Date.)

DOCUMENT TITLE	MARK
Letter of Acceptance	TBA
Tender documents:	
Part 1b: Conditions of Tender	
Part 2: Tender Response Forms	
Contract Documents:	
Part 2: Tender Response Forms (Extracts – Price Schedule)	
Part 3: General Conditions of Contract Part	
Part 4: Annexures to AS2124 – Conditions of Contract	
Part 5: Special Conditions of Contract	
Part 6: Specifications	
Part 7: Drawings	

Name of Principal: Gympie Regional Council

Signature: Date:

Name of Tenderer:

Signature: Date:

Part 4 - Annexures to AS2124-1992 – Conditions of Contract

1 ANNEXURE A TO AS2124-1992 - GENERAL CONDITIONS OF CONTRACT

This Annexure shall be issued as part of the tender documents and is to be the Specification and shall be read as part of the Contract.

The law applicable is that of the State or Territory of : (Clause 1)	Queensland
Payments under the Contract shall be made at: (Clause 1)	Gympie
The Principal: (Clause 2)	Gympie Regional Council
The address of the Principal:	Gympie Regional Council 242 Mary Street Gympie Qld 4570
The Superintendent: (Clause 2)	Gympie Regional Council Nominee: General Manager – Water and Sewerage Branch
The address of the Superintendent	Gympie Regional Council 242 Mary Street Gympie Qld 4570
Limits of accuracy applying to quantities for which the Principal accepted rates: (Clause 3.2)	Plus or minus 20% (No limits of accuracy on Provisional items)
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	With tender
#Contractor shall provide security in the amount of: (Clause 5.2)	Nil
#Principal shall provide security in the amount of (Clause 5.2)	Nil
The percentage to which the entitlement to security and retention moneys is reduced: (Clauses 5.7)	N/A (no reduction)
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	N/A
The number of copies to be supplied by the Principal: (Clause 8.3)	Three (3)
Name of Tenderer: Signature: Date:	

The number of copies to be supplied by the Contractor: (Clause 8.4)	One (1) Unless specified otherwise	
The time within which the Superintendent must give a decision and return the Contractor's copies (Clause 8.4)	30 days	
Work which cannot be subcontracted without approval (Clause 9.2)	All of the works	
The percentage for profit and attendance: (Clause 11)	10%	
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1	
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18)	\$50,000.00	
The assessment for insurance purposes of consultants' fees: (Clause 18)	Nil	
The value of materials to be supplied by the Principal: (Clause 18)	Nil	
The additional amount or percentage: (Clause 18)	Nil	
Public Liability Insurance - the alternative applying: (Clause 19)	Contractor	
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000	
The time for giving possession of the site:(Clause 27.1)	2 weeks	
Working Days (Clause 32)	Monday to Friday	
Working Hours (Clause 32)	7.00am to 5.00pm	
#The time for Practical Completion: (Clause 35.2)	12 weeks from the date of acceptance of tender	
#Liquidated Damages per day: (Clause 35.6)	\$200.00	
#Limit of Liquidated Damages: (Clause 35.7)	20% of Contract Sum	
#Bonus per day for early Practical Completion: (Clause 35.8)	Nil	
#Limit of bonus: (Clause 35.8)	Nil	
	Event	Amount
#Compensation for Delay Costs: (Clause 36)	Nil	
#The Defects Liability Period: (Clause 37)	12 Months	
The charge for overheads, profit, etc for Day work: (Clause 41(f))	10%	
Name of Tenderer:		
Signature: Date:		

Times for payment claims: (Clause 42.1)	Last Friday of each month
Unfixed plant and materials for which payment claims may be made notwithstanding that they are not on the Site: (Clause 42.2)	Nil
Retention Moneys on: (Clause 42.3)	10% until 5% of original contract sum is held.
Unfixed Plant or Materials - the alternative applying: (Clause 42.4)	Alternative 3
The rate of interest on overdue payments: (Clause 42.9)	10% p.a.
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	4 weeks
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 1
The person to nominate an arbitrator: (Clause 47.3)	Chairman of the Institution of Engineers Australia, Qld Division
Location of arbitration: (Clause 47.3)	Brisbane

Name of Tenderer:

Signature: Date:

2 ANNEXURE B TO AS2124-1992 GENERAL CONDITIONS OF CONTRACT

2.1 The following clauses have been deleted from the General Conditions in AS2124 - 1992:

- (a) Clause 17.1 (iv)

2.2 The following clauses have been amended and differ from those corresponding clauses in AS2124 -1992:

- | | |
|----------------------------------------------------------|-------------|
| (a) Nature of Contract | |
| (b) Construction of Contract | Clause 1 |
| (c) Rise and Fall, Not Applicable | Clause 3.1 |
| (d) Adjustment for Actual Quantities - Schedule of Rates | Clause 3.3 |
| (e) Reduction of Security and Retention Monies | Clause 5.7 |
| (f) Contract Documents | Clause 8.1 |
| (g) Assignment and Subcontracting | Clause 9.2 |
| (h) Direct Payment of Nominated Subcontractor | Clause 10.5 |
| (i) Provisional Sums | Clause 11 |
| (j) Latent Conditions | Clause 12.1 |
| (k) Notification | Clause 12.2 |
| (l) Extension of Time and Costs | Clause 12.3 |
| (m) Protection of People and Property | Clause 15 |
| (n) Excepted Risks | Clause 16.3 |
| (o) Indemnity by Contractor | Clause 17.1 |
| (p) Indemnity by Principal | Clause 17.2 |
| (q) Superintendent | Clause 23 |
| (r) Site | Clause 27.6 |
| (s) Materials, Labour and Constructional Plant | Clause 29 |
| (t) Quality of Materials and Work | Clause 30.1 |
| (u) Materials and Work | Clause 30.6 |
| (v) Construction Program | Clause 33.2 |
| (w) Extension of Time for Practical Completion | Clause 35.5 |
| (x) Delay or Disruption Costs | Clause 36 |
| (y) Variations to the Work | Clause 40.2 |
| (z) Proposed Variations | Clause 40.5 |
| (aa) Valuation | Clause 40.5 |
| (bb) Day Work | Clause 41 |
| (cc) Certificates and Payment | Clause 42.1 |
| (dd) Final Payment Claims | Clause 42.7 |
| (ee) Default and Insolvency | Clause 44.2 |
| (ff) Time for Notification of Claims | Clause 46.1 |

2.3 The following clauses have been added to those of AS2124 - 1992:

(a)	Entering Private Property	Clause 27.6
(b)	Construction Plant owned by others	Clause 29
(c)	Materials, Labour and Constructional Plant	Clause 29
(d)	Default or Insolvency	Clause 44.2
(e)	Contractor's Facilities	Clause 49
(f)	Management Plans	Clause 50
(g)	Pre-start Conference	Clause 51
(h)	Workplace Health and Safety Act	Clause 52

2.4 Nature of Contract

The Contract is a part lump sum, part schedule of rates contract for the works described elsewhere in the tender documents. The Contract shall be of the nature defined in Annexure A to the General Conditions of Contract.

This contract shall be governed by the General Conditions of Contract AS2124 - 1992 including Annexures A and B as amended by the following:

2.5 Construction of Contract

Refer to Clause 1 of AS2124 - 1992. Clause 1 shall be **amended** by **adding** the following paragraph to the end of the Clause:

If it is shown that a particular provision of the contract is voidable, illegal, or unenforceable, or if the contract would be voidable, illegal, or unenforceable unless a particular provision was removed, then that provision shall be removed from the contract without affecting the validity, legality, and enforceability of the remainder of the contract which shall then be read and take effect as if that provision was not included.

2.6 Rise and Fall, Not Applicable

Refer to Clause 3.1 of AS2124 – 1992. Clause 3.1 shall be **amended** by **adding** the following paragraph to the end of the Clause:

The Contract shall not be subject to adjustments in price due to rise and fall of costs of labour, plant, materials or any other inputs.

2.7 Adjustment for Actual Quantities – Schedule of Rates

Refer to Clause 3.3 of AS2124-1992. Clause 3.3 shall be **amended** by **deleting** the last paragraph and **replacing** it with the following:

If a Schedule of Rates omits an item which is shown on the drawings or described in the specification, or which should reasonably have been anticipated by an experienced and competent contractor at the time of tender to be necessary for the satisfactory completion and performance of the works, the Contractor shall, in the tender, insert such omitted item in the Schedule with a price or rate for such item. Should the Contractor fail to do so, the cost of the item will be deemed to be included within other items in the Schedule

2.8 Reduction of Security and Retention Monies

Refer to Clause 5.7 of AS2124-1992. Clause 5.7 shall be **amended** by **deleting** the words "Upon issue of the Certificate of Practical Completion," at the start of the first paragraph and **replacing** them with the following:

After the issue of the Certificate of Practical Completion and after the Contractor has submitted to the Superintendent **all** documentation required under the Contract to be submitted (such as test results, as constructed drawings, manuals, certificates, and the like), and signed off on any as-constructed drawings prepared by the Superintendent,

2.9 Contract Documents

Refer to Clause 8.1 AS2124-1992. Clause 8.1 shall be deleted and replaced by the following:

In all circumstances, the following order of priority of interpretation shall apply to the documents which constitute the Contract between the Principal and the Contractor:

- (a) Covering letters including any letter accompanying the Tender Form, the Letter of Acceptance and any Notice to Tenderers;
- (b) Contract Drawings;
- (c) The Specification;
- (d) Standard Specifications;
- (e) The Special Conditions of Contract
- (f) General Conditions of Contract AS 2124 – 1992 as amended by the contract; and
- (g) The Conditions of Tendering

The Contractor shall, without adjustment to the Contract sum, supply and execute minor items not expressly mentioned in the Contract but necessary for the satisfactory completion and performance of the work under the Contract.

Any information shown on the drawings and not specified or vice versa shall be considered as being included and the whole of the work shall be executed to the true intent of the drawings and specification. Before commencing construction, the Contractor shall verify all dimensions against those shown on all the drawings and details. All discrepancies shall be referred to the Superintendent immediately.

2.10 Assignment and Subcontracting

Refer to Clause 9.2 of AS2124 - 1992. Clause 9.2 shall be **amended** by **deleting** the fourth paragraph and **replacing** it with the following.

Within 14 days after a request by the Contractor for approval, the Superintendent shall advise the Contractor of approval or rejection.

Refer to Clause 9.2 of AS2124-1992. Clause 9.2 shall be **amended** by **adding** the following paragraph **after** the last paragraph.

All subcontracts shall provide payment terms of no more than 28 days from date of invoice.

2.11 Direct Payment of Nominated Subcontractor

Refer to Clause 10.5 of AS2124 - 1992. Clause 10.5 is **amended** by **adding** the following paragraph at the end of paragraph (b):

In the event of a dispute between the Nominated Subcontractor and the Contractor regarding the amount of a payment to the Nominated Subcontractor, the parties shall attend a site meeting. The amount of the payment shall be determined by the Superintendent at that meeting. If either party fails to attend the meeting, the Superintendent will determine the matter in their absence.

2.12 Provisional Sums

Refer to Clause 11 of AS2124-1992. The entire Clause 11 is **amended** and **adding** by the following clause:

The Schedule of Rates may also include Provisional items or quantities. These items or quantities will be labelled as "Provisional" or "Provisional – if ordered" in the Schedule of Rates and will only be supplied or constructed if directed by the Superintendent. The extent or quantity of the work will be as directed by the Superintendent. The unit rate tendered for Provisional items will be deemed to include all costs, including profit and overheads. Limits of Accuracy do not apply to quantities included in the Schedule of Rates for Provisional items.

2.13 Latent Conditions

Refer to Clause 12.1 of AS2124-1992. Clause 12.1(a) shall be **amended** by **replacing** the first part of sub-paragraph (a) with:

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

2.14 Notification

Refer to Clause 12.2 of AS2124-1992. Clause 12.2(a) shall be **deleted** and **replaced** with Clause 12.2(a).

(a) The latent condition encountered and in what respect it differs materially and substantially;

2.15 Extension of Time and Costs

Clause 12.3 of AS2124-1992. Clause 12.3 shall be **amended** by **deleting** the last two lines of the Clause and **replacing** with:

which an experienced and competent Contractor could not reasonably have anticipated at the time of tendering, a valuation shall be made under Clause 40.5.

2.16 Clause 15 Protection of People and Property

Refer to Clause 15 of AS2124-1992. Clause 15 shall be **amended** by **adding** the following paragraphs to the end of the Clause:

Notwithstanding that the present and/or proposed positions of public utilities, fittings, pipes, poles, manholes, etc. may be indicated in the Drawings, no responsibility will be accepted by the Principal, or the Superintendent for the accuracy of the representation or the omission thereof.

The Contractor shall obtain its own information with regard to all underground works and shall advise and shall give not less than three (3) working days' notice to the relevant authority of its intention to make excavations adjacent to, under or over the said works.

Where proposed new pipe work will cross existing underground services, the Contractor shall uncover and locate accurately such service before commencing any excavation associated with the relevant section of new work. Should possible conflicts of levels appear, the Contractor shall notify the Superintendent as soon as possible, so that any amendments to design levels, if necessary, may be made without delay.

Real property survey marks removed or damaged by the Contractor shall be reinstated as directed by the Superintendent. All charges and/or fees payable for such works shall be borne by the Contractor.

2.17 **Care of the Work and Reinstatement of Damage**

Refer to Clause 16.3 of AS2124-1992. Clause 16.3 (e) shall be **amended** by **deleting** the closing bracket after the word "Contractor" on the second line.

2.18 **Indemnity by Contractor**

Refer to Clause 17.1(iv) of AS2124-1992. Clause 17.1 shall be amended by deleting the whole of sub-paragraph (iv). Existing paragraph (v) to be re-numbered (iv).

2.19 **Indemnity by Principal**

Refer to Clause 17.2 of AS2124-1992. Clause 17.2 shall be deleted and replaced by Clause 17.2.

The Principal shall indemnify the Contractor in respect of claims referred to in Clause 17.1 (iv).

2.20 **Superintendent**

Refer to Clause 23 of AS2124-1992. Clause 23 shall be **amended** by **adding** the following paragraph to the end of the Clause:

Neither the Superintendent nor any of his staff shall be in any way personally liable for any acts, obligations or omissions under the contract of the parties to the contract or their sub-contractors or agents.

2.21 **Site**

Refer to Clause 27 of AS2124 - 1992. Clause 27 shall be **amended** by **adding** the following Clause 27.6.

27.6 Entering Private Property

Access to the site of the works shall be had by public roads, easements, tracks and/or by such lands as the Superintendent may deem necessary.

For the purpose of construction of the works as specified herein the Contractor shall have temporary possession of the site of the works but it shall not obstruct nor interfere with any other property or public road unless authorised in writing.

Any other land required by the Contractor for the temporary depositing of materials, or for any other purpose, shall be procured by the Contractor at its own expense after obtaining any necessary statutory approvals.

Before entering on private lands the Contractor shall first obtain the authority of the owner in writing to enter, and the Contractor shall be responsible for all damage to grass, cultivation, fences, buildings, or stock, by fire, falling timber, and/or other causes arising from its operations.

Before final payment is made, the Contractor must produce to the Superintendent a written certificate from the land owner or occupier of the property entered upon stating that all claims for damage have been paid, and that the property is left in a safe condition.

2.22 **Materials, Labour and Constructional Plant**

Refer to Clause 29 of AS2124 - 1992. Clause 29 shall be **amended** by **adding** the following Clauses 29.2(a) and 29.4 to the Clause.

29.2(a) Construction Plant owned by Others

The Contractor shall, upon request by the Superintendent, notify the Superintendent in writing of the name and address of the owner of any construction plant used on the work under the contract at the site and held by the Contractor under an agreement with the owner. The Principal may, in order to avoid seizure by the owner of such construction plant, pay to the owner the amount of any overdue instalment or other sums payable under the agreement. In the event of his doing so he may recover the amount as a debt due from the Contractor.

29.4 Warranties

The Contractor shall ensure that all warranty entitlement arising from the works include the Principal and the Contractor as the named beneficiaries. Such warranties shall be in a form approved by the Superintendent and shall be submitted to the Superintendent as a condition precedent to the submission of a request for a Certificate of Practical Completion.

2.23 **Quality of Materials and Work**

Refer Clause 30.1 of AS2124 - 1992. Clause 30.1 shall be **amended** by **adding** the following clause to the end of Clause 30.1.

The Contractor shall take full responsibility for the quality of materials and workmanship employed in and on the site and shall continually monitor and supervise the works and all associated activities to ensure that they comply with the contract requirements. The Contractor shall provide certification to the Principal, in a form satisfactory to the Superintendent, that the works have been constructed in accordance with the contract in all material respects as a condition precedent to the submission of a request for a Certificate of Practical Completion.

2.24 **Materials and Work**

Refer to Clause 30.6 of AS2124-1992. Clause 30.6 shall be **amended** by **adding** the following clause to the end of Clause 30.6.

The Contractor shall not be entitled to rely upon any inspections or tests carried out by either the Principal or the Superintendent.

2.25 **Construction Program**

Refer to Clause 33.2 of AS2124-1992. Clause 33.2 shall be **amended** by **deleting** the 3rd and 4th paragraphs ("The Contractor may voluntarily and in the form directed by the Superintendent" and **inserting** three new paragraphs as follows:

Within seven days of the Date of Acceptance of Tender, the Contractor shall prepare and submit a complete programme of construction for the orderly performance of the work.

The construction program shall note the critical path for the project and shall be amended and updated on a minimum monthly basis for the duration of the project, or more frequently if directed by the Superintendent. The Contractor shall ensure that all possible actions are taken to minimise the impact of any delay on the contract duration.

In assessing extension of time claims under the Contract, the Superintendent, shall assess the impact on the Contract completion date of the claimed event with due regard to the critical path.

2.26 Extension of Time for Practical Completion

Refer to Clause 35.5 of AS2124 - 1992. Clause 35.5 shall be amended by changing the 3rd paragraph to the following:

If the Contractor is or will be delayed in reaching Practical Completion by a cause described in the next paragraph and within 14 days after the delay occurs the Contractor gives the Superintendent a written claim for an extension of time for Practical Completion setting out the facts on which the claim is based, the Contractor shall be entitled to an extension of time for Practical Completion.

Refer to Clause 35.5 of AS2124 - 1992. Clause 35.5 shall be **amended** after the third last paragraph by **inserting** a further paragraph:

The Contractor shall not be entitled to any payment arising from the gaining of an extension of time over and above any payment to which he is entitled under the contract for the event that has caused such extension of time.

Refer Clause 35.5 of AS2124 - 1992. Clause 35.5 shall be **amended** by **adding** the following words after "for any reason".

and there shall be no payment to the Contractor resulting from the granting of such extension of time.

Refer to Clause 35.5 of AS2124 - 1992. Clause 35.5(a) shall be **amended** by **adding** the following words after "inclement weather":

conditions which differ from the conditions stated in the contract or in the absence of such statement which differ materially and substantially from those conditions which should reasonably have been anticipated by an experienced and competent Contractor.

2.27 Delay or Disruption Costs

Refer to Clause 36 of AS2124 - 1992. The whole clause is deleted and replaced with the following:

36 Delay or Disruption Costs

Where the Contractor has been granted an extension of time for delay under clause 35.5, no payment shall be made for extra costs incurred by the Contractor by reason of the delay.

Nothing in Clause 36 shall limit the Principal's liability for damages for breach of contract.

2.28 Variations

Refer to Clause 40.2 of AS2124 - 1992. Clause 40.2 shall be **amended** by **deleting** the last paragraph of the clause.

2.29 Proposed Variations

Refer to Clause 40.5 of AS2124 -- 1992. Clause 40.5 shall be **amended** by **deleting** paragraph (f) without renumbering subsequent paragraphs.

2.30 Valuation

Refer to Clause 40.5 of AS2124-1992. Clause 40.5 shall be **amended** by **deleting** paragraph (g) and **adding** a new paragraph (g) as follows:

- (g) In valuing the Contractor's profit and attendance for purposes under this clause, the percentages listed in the Schedule of Margins for increases or decreases as appropriate shall be used.

2.31 Day Work

Refer to Clause 41 of AS2124-1992. Clause 41 shall be **amended** by **deleting** the first line of the second paragraph and **replacing** it with the following:

In determining the value of Day Work where the contract does not include rate(s) for day work, regard shall be had to:

Amend the last paragraph to read as follows:

Except where noted otherwise in the Contract the amounts payable for day work shall not be subject to adjustment for rise and fall in costs notwithstanding that the Contract may provide for adjustment for rise and fall in costs.

2.32 Certificates and Payment

Refer to Clause 42.1 of AS2124 - 1992. Clause 42.1 shall be **amended** by **deleting** the last sentence of the second paragraph and **inserting** the following sentence in its stead:

The Superintendent shall allow in any Payment Certificate issued pursuant to this Clause 42.1 or any Final Certificate issued pursuant to Clause 42.8 or a certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts in the opinion of the Superintendent otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in conjunction with the Contract including but not limited to any amount due or to be credited under any provision of the Contract.

The Superintendent may reduce the value of claims for work where test results, certificates, warranties, records or the like confirming the acceptability of the work have not been presented prior to the claim.

2.33 Final Payment Claims

Refer to Clause 42.7 of AS2124 - 1992. Clause 42.7 shall be **amended** by **deleting** "within 28 days" and **inserting** "within 14 days".

2.34 Default and Insolvency

Refer to Clause 44.2 of AS2124 - 1992. Clause 44.2 shall be **amended** by **adding** the following paragraph (h):

- (h) Paying or allowing to or on behalf of a trade or industry association or another tenderer any money in breach of the collusive arrangement clauses in the Tender Conditions.

2.35 Time for Notification of Claims

Refer to Clause 46.1 of AS2124 - 1992. Clause 46.1 shall be **amended** by **deleting** the second paragraph and **substituting** in its stead the following paragraph:

The Principal shall not be liable upon any other claim by the Contractor for any extra cost or expense in respect of or arising out of any direction or approval by the Superintendent unless within 42 days after the direction or approval is given to the Contractor, the Contractor has given to the Superintendent the prescribed notice.

2.36 Facilities to be Provided by the Contractor

Add new Clause 49 as follows:

49 CONTRACTOR'S FACILITIES

The Contractor shall arrange for the provision of all facilities such as water supply, electric power and telephone which it may require or which may be necessary.

The Contractor shall make its own provisions for storage of tools, equipment and materials, as it will be entirely responsible for replacing any losses due to theft or other causes.

The Contractor shall also provide appropriate toilet facilities as required for its staff on the site/s and all such facilities provided by the Contractor shall be available for the use of the Superintendent. Such facilities shall be of an approved type and shall be used in such a way that good sanitation is preserved.

The Contractor shall make its own arrangements for the supply of water for construction purposes. No water shall be drawn from existing hydrants or standpipes without written approval of the Local Authority.

Recompense for all costs incurred by the Contractor in complying with the requirements of this clause shall be deemed to be included in the Contract price.

2.37 Management Plans

Add new Clause 50 as follows:

50 MANAGEMENT PLANS

Within 14 days of the acceptance of tender, the Contractor shall submit an Environmental Management Plan. The plan shall consider and propose control measures for all aspects of the construction and commissioning which may generate environmental impact.

Within 14 days of the acceptance of tender, the Contractor shall submit a Traffic Management Plan. The plan shall consider and propose control of traffic for all aspects of the construction and commissioning.

Within 14 days of the acceptance of tender, the Contractor shall submit a Project Quality Plan. The plan shall be specific to the requirements of this contract and comply with the requirements of AS/NZS ISO 9002. Quality Records shall be submitted in the timeframes nominated by the Superintendent.

Within 14 days of the acceptance of tender, the Contractor shall submit a Safety Management Plan. The plan shall consider and propose safety control measures for all aspects of the construction and commissioning.

2.38 **Pre-start Conference**

Add new Clause 51 as follows:

51 PRE-START CONFERENCE AND SITE MEETINGS

Prior to commencement of works, the Contractor shall attend a pre-start conference at the Superintendent's office or on site to discuss the program of works and any other matters pertaining to the administration of the Contract.

At the prestart conference, the Contractor shall present a construction program highlighting the order in which the various tasks will be undertaken and the time duration.

Throughout the duration of the Contract, the Contractor shall arrange site meetings (at monthly intervals or as directed by the Superintendent) with the Superintendent and, unless otherwise directed by the Superintendent, keep minutes of such meetings and have two copies thereof forwarded to the Superintendent within three working days after each meeting.

2.39 **Workplace Health and Safety Act**

Add new Clause 52 as follows:

52 WORKPLACE HEALTH AND SAFETY ACT

All laws and regulations dealing with the safety of workmen, in particular, the Workplace Health and Safety Act, shall be rigorously obeyed. For the purposes of the application of the Workplace Health and Safety Act to the works, the "Principal Contractor" shall mean the Contractor for this Contract.

The Contractor shall clearly define the boundaries of the designated works area and erect the required warning signage at points of access thereto. The final location of such fencing shall be confirmed on site with the Superintendent.

The Contractor shall maintain on site adequate first aid equipment in good order.

The Contractor shall arrange any necessary transport for on-site personnel requiring medical attention. This provision shall apply to its own employees, the Principal's employees, sub-contractors' employees, and any other persons carrying out work associated with the Contract.

The Contractor shall, prior to the commencement of work on site, appoint a Health and Safety Officer, in accordance with Division 3 (Clauses 93 – 94) of Part 8 of the Workplace Health and Safety Act 1995. The Superintendent shall be advised of the name of such appointment and shall be kept advised of any changes to the appointment.

Should an on-site work situation occur or an on-site work procedure be adopted, either of which in the judgement of the Superintendent constitutes an unsafe situation, the Contractor shall, upon being advised of it by the Superintendent, take immediate steps to rectify the situation.

Part 5 - Special Conditions of Contract

1 Lump Sum Contract

This Contract is a LUMP SUM CONTACT defined by the General Conditions of Contract. The Contract sum shall be full compensation for services for the complete design, supply, install and testing of all works under this Contract, including any items of work not specifically mentioned but necessary to complete the works of the Contract in accordance with the intention of the Drawings and Specifications.

While due care has been exercised in preparing the Price Schedule, progressive and final payments at the rates tendered shall be made on the basis of Work completed and accepted by the Principal.

Provisional Sums and Provisional Quantities (whether so described or described as Prime Cost Sums, Prime Cost Items or otherwise, including Contingency Sums) set out in the Schedule of Prices shall be included in the Contract. The Lump Sum payable under the Contract shall be adjusted in accordance with Clause 11 of the General Conditions of Contract.

The Schedule of Prices shall not be subject to rise and fall.

2 Severability of Provisions

If it is shown that a particular provision of the Contract is void, voidable or illegal, or of the Contract would be void, voidable or illegal or unenforceable unless a particular provision was removed, then that provision shall be removed from the Contract without affecting the validity, legality and enforceability of the remainder of the Contract which shall then be read and take effect as if that provision was not included.

This clause does not apply if and to the extent that its operation would have the effect of materially changing the commercial substance or effect of the contract.

3 Possession of Site

The possession of site shall be given to the contractor in sections in accordance with the progression of works. As the works shall be carried out on existing operational sewerage and potable water infrastructure, the Contractor will only be given possession of the site corresponding to the section of works scheduled. Progressive possession sections shall be determined by the Contractor and submitted to the Superintendent for approval prior to commencement of construction.

4 Superintendent's Representative

The Council will engage a third party Subject Matter Expert (SME) in SCADA systems to act as a Superintendent's Representative. The Superintendent's Representative will be appointed after the award of the Contract.

5 Workplace Health and Safety

5.1.1 Responsibilities

The Contractor shall comply with and ensure that its employees, subcontractors and their employees comply with all provisions of the Workplace Health and Safety Act (the "Act").

The Contractor shall be the Principal Contractor and shall assume all responsibilities of the Principal Contractor as defined by the Act in respect of the Site:

- (a) from the date of the Contractor assuming Possession of Site;

(b) until the earliest of:

- (i) Practical Completion, unless otherwise specified under the Contract;
- (ii) termination of the Contract; or
- (iii) notice from the Superintendent revoking appointment.

The Contractor shall:

- (a) make notification of "building and construction work" and pay all fees and levies (including GST);
- (b) pay all penalties, costs and other monetary sums;
- (c) indemnify the Principal and agree to keep the Principal always indemnified against all costs, expenses, fines, losses, or damages, which the Principal may become liable to suffer or incur in respect of or arising directly or indirectly out of the failure by the Contractor to comply with its obligations pursuant to this clause, or required of it under the current Workplace Health and Safety Act and current Building and Construction Industry (Portable Long Service Leave) Act; and
- (d) Effect all insurances relating to workplace health and safety as required under Clause 20 of the General Conditions of Contract.

Evidence of notification, fee and levy payment and insurance coverage shall be forwarded to the Superintendent prior to commencement of works. The insurance Schedule, receipt for payment and full policy document shall be provided to the Principal, who shall be noted as an interested party in the Schedule. A clear statement of policy exclusions shall be noted on the insurance Schedule. Delays in issuing possession of site to the Contractor which has been caused by the provision of inadequate insurance shall be the responsibility of the Contractor

5.1.2 Workplace Health and Safety Plan

The Contractor shall:

- (a) prepare a "workplace health and safety plan (Plan) as required by the Workplace Health and Safety Act and defined under the accompanying regulations; and
- (b) submit the Plan to the Superintendent:
 - (i) within 10 working days of commencement of contract; and
 - (ii) Prior to taking Possession of Site.

The Superintendent may at any time request amendment of the Plan. The Contractor shall forthwith amend the Plan in accordance with the Superintendent's request or provide written justification as to why the Plan should not be amended.

5.1.3 Non Compliance

If during the performance of the Works the Superintendent informs the Contractor that work methodologies do not comply with WH&S Legislation, relevant policies, or are in any way unsafe and the Contractor does not rectify procedures, the Superintendent may:

- (a) Suspend work in accordance with General Conditions of Contract AS 2124 Clause 34.1 and/or
- (b) Request the Principal to notify the Division of Workplace Health and Safety of safety concerns.

Any costs involved in delays, remediation and or procedural changes shall be at the Contractor's expense.

6 Environmental Protection Act

6.1.1 Compliance

The Contractor shall comply with the *Environmental Protection Act 1994* and the *Environmental Protection Regulation 1998*. Compliance includes, but is not limited to:

- (a) Seeking, holding and maintaining all environmental licences necessary to complete the works;
- (b) Applying for and implement Environmental Authorities (EAs) for all Environmentally Relevant Activities (ERAs); and
- (c) adhering to the following requirements of the Principal's Environmental Management Plan and any Statutory Regulations of Local, State and Federal Governments which apply to these requirements

6.1.2 Preservation and Rehabilitation of the Environment

The Contractor shall take all measures to preserve and protect the natural environment while carrying out the Works. The Contractor shall not indiscriminately clear land, fell trees or interfere with natural waterways. The Contractor shall rehabilitate any area not included directly in the Works but have been disturbed, cleared or affected by the performance of the works.

6.1.3 Flora and Fauna

The Contractor shall ensure that all trees and other plants which do not need to be removed, destroyed or damaged, or which are specified to be retained, or which are beyond the limits allowed to the Contractor, be protected from damage. The Contractor shall take responsible measures to prevent all persons associated with the Works from disturbing, capturing or destroying native animals and birds or illegally taking fish, flora or fauna from areas of or adjacent to the Works.

The Contractor shall comply with Local Authority procedures when any clearing is necessary. This shall include the evaluation of trees as potentially housing wildlife in their limbs, nests and hollows and the involvement of wildlife spotters or carers in the inspection of trees prior to the felling on the day of felling and on the felling of trees to retrieve, treat and relocate any affected fauna. The Contractor shall arrange the installation of replacement nesting boxes for displaced hollow dwelling fauna if so directed by the Superintendent as a variation to the tendered price. Local Wildlife Cares Hotline is 5483 7777.

6.1.4 Stream and Marine Pollution and Soil Conservation

The Contractor shall ensure all works in Riverine and Tidal Areas are carried out in accordance with statutory requirements.

The Contractor shall take all proper precautions and measures to limit and control the erosion of soil from any lands used or occupied for the purpose of carrying out the works. Soil loss from cleared, excavated and filled surfaces shall be controlled by the Contractor in accordance with the Specification and/or Drawings or as directed by the Superintendent.

The Contractor shall take all precautions to prevent or minimise the discharge of water containing pollutants and silt. The Contractor shall construct, maintain and operate suitable settling ponds, silt fences or other effective means that may be necessary to prevent such discharge. These measures shall be in accordance with the Institute of Engineers, Australia Qld Division's "Soil Erosion and Sediment Control: Engineering Guidelines for Queensland Construction Sites."

6.1.5 Air Pollution

The Contractor shall take all proper precautions to prevent or minimise emission of any objectionable matter into the atmosphere and then prevent and minimise any resultant nuisance that may occur. The Contractor shall obtain the approval of the Superintendent and any Statutory or Local Authorities prior to burning off any material.

6.1.6 Noise and Vibration

The Contractor shall take all necessary steps to minimise vibration, shock and noise arising from the construction activities in respect of the Works. The Contractor shall carry out any blasting works in accordance with the Specification and the **Australian Standards AS2187.0-1998; AS2187.1-1998/Amdt1-2000; and AS2187.2-1993.**

6.1.7 Waste Disposal

The Contractor shall comply with any Statutory Regulations of any Local, State and Federal Governments relating to the disposal of any solid, liquid or gaseous contaminants generated during or arising out of execution of the Works.

6.1.8 Contaminated Land and Material

Should the specification advise of a contaminated site, the Contractor shall comply with the requirements of the specification and the **Contaminated Land Act 1991**. The cost of doing so shall be considered to be included in the tendered price.

Should the Contractor discover or become aware of contaminated soil or material on site, the Contractor shall promptly advise the Superintendent and together with the Principal work out in accordance with the requirements of the **Contaminated Land Act 1991** how this material shall be treated. The Principal shall pay the Contractor the reasonable cost of this treatment as a variation to the Contract.

In any event the Contractor shall indemnify the Principal in respect of any claims which may arise or be brought by any person in relation to the removal or disposal of contaminated soil or material.

Unless approved in writing by the Superintendent, the Contractor shall not bring onto site soil or material which is contaminated or which originates from a Site or land which appears on the list "Environmental Schedule of Activities and Prescribed Purposes" or on the Queensland Contaminated Land Register. No asbestos products or asbestos based materials shall be used on site.

6.1.9 Environmental Management Plan

The Contractor shall prepare and submit to the Superintendent within 14 days of the Letter of Acceptance or Purchase Order, an Environmental Management Plan (EMP) to cover all Site construction works.

The EMP shall be the Contractor's plan of management to ensure all works undertaken by the Contractor (including all Subcontractors) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards, State Government Legislation, Commonwealth Legislation and Local Government Regulations.

The EMP shall:

- (a) Be a practical and achievable plan;
- (b) Detail each environmental issue and impact which shall be addressed;

- (c) Include all control measures which the contractor shall undertake and any issues which the contractor shall address during the construction process (including any required pre or post construction activity);
- (d) Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and a reporting process;
- (e) Provide a trigger for undertaking an action and, where possible, timing of each action;
- (f) Detail procedures for the monitoring of the EMP by the Contractor;
- (g) Detail a system for registration and action of environmental complaints; and
- (h) Comply with all the relevant legislation:

Should the Contractor wish to commence any construction operation prior to completion of the final EMP, sections of the EMP relevant to that construction operation may be submitted at least 14 days prior to the planned commencement of that construction operation.

A hold point shall occur and no Site construction works shall proceed until the complete EMP or a section of the EMP relevant to a particular construction operation has been submitted and approval to proceed has been received from the Superintendent.

The Contractor shall be solely responsible for the full and complete implementation of the EMP. The Contractor shall pay all penalties, costs and expenses which may be incurred in respect of offences committed or alleged to be committed under the provision of the Environmental Protection Legislation.

The current relevant Australian Standards and other documents shall be taken into account in the preparation of the EMP, including but not limited to the following:

- (a) Environmental Protection Act 1994;
- (b) Environmental Protection Regulation 1998;
- (c) Environmental Protection (Interim Waste) Regulation 1996;
- (d) Environmental Protection (Water) Policy 1997;
- (e) Environmental Protection (Noise) Policy 1997;
- (f) Environmental Protection (Air) Policy 1997;
- (g) Integrated Planning Act 1997;
- (h) State Development and Public Works Organisation Act 1971;
- (i) Environmental Codes of Practice approved under the Environmental Protection Regulation 1998;
- (j) Fisheries Act 1994;
- (k) Nature Conservation Act 1992;
- (l) Plant Protection Act 1989;
- (m) Water Resources Act 1989;
- (n) Workplace Health and Safety Act 1995;

- (o) Queensland Heritage Act 1992;
- (p) Heritage Buildings Protection Act 1990;
- (q) Commonwealth Environment Protection (Impact of Proposal) Act 1975;
- (r) IEAust Engineering Guidelines for Queensland Construction Sites: Soil Erosion and Sediment Control 1996;
- (s) AS 2436: Guide to Noise Control on Construction, Maintenance and Demolition Sites; and
- (t) Environmental Protection Agency Guidelines including, but not limited to:
 - (i) Guideline for Preparing Environmental Management Programs;
 - (ii) Contaminated Lands: Draft Guide for the Assessment and Management of Contaminated Land in Queensland; and
 - (iii) Industry Specific Guidelines.

6.1.10 Environmental Management Plan Inclusions

The EMP shall comply fully with guidelines produced by the Environmental Protection Agency and shall include at least the following issues:

- (a) Hours of work;
- (b) Construction noise;
- (c) Dust;
- (d) Access;
- (e) Storage of fuel and other hazardous goods;
- (f) Fuelling and maintenance of vehicles and equipment;
- (g) Disposal of waste (fuel, oil, chemicals, points and sewage);
- (h) Surface water runoff;
- (i) Sedimentation and erosion control;
- (j) Contaminated water;
- (k) Flora and fauna;
- (l) Baseline assessment of, and prevention of land contamination;
- (m) Cultural heritage;
- (n) Waste Management; and
- (o) Handling and Reporting Environmental Incidents.

7 Aboriginal Cultural Heritage

The Principal and Contractor both have responsibilities under the “**Aboriginal Cultural Heritage**

Act 2003” to take all reasonable and practicable measures to ensure the activity of the Works does not harm any Aboriginal cultural heritage. In this regard **Part 3** of the Act applies.

Should the Contractor become aware of any Aboriginal cultural heritage that shall be or has been affected by the Works, he must report this immediately to the Superintendent. Any subsequent delays shall be treated as due to latent conditions and approved associated costs as variations to the Contract Sum.

8 Workings

8.1.1 Work Program

The requirements of this clause do not limit the Contractor’s obligations under the **General Conditions of Contract – AS 2124-1992** or as specified elsewhere in the Contract.

Within 2 weeks of the Date of Acceptance of Tender, the Contractor shall submit a Works Program to the Superintendent. The Program shall identify the planned sequence of activities during all phases of the Contract in sufficient details to enable monitoring of progress.

The following details shall be included:

- a) Start and finish dates for each activity.
- b) Relationships between activities inclusive of critical paths and all restraints identified.
- c) Times within which information shall be provided by others to the Contractor or work shall be undertaken by others such as not to delay the Contractor proceeding with its works under the Contract.
- d) Public holidays, rostered days off and the like.

8.1.2 Program Update

A revised program may be requested if the Superintendent considers the current program cannot be adhered to. Within 1 week of such a request, the Contractor shall submit an updated program showing the planned activity up to the anticipated Practical Completion date.

8.1.3 Work Hours

Principal preferred working hours on site are between the hours of 7.00am and 5.00pm. Preferred working days are Monday to Friday excluding public holidays. Work hours and days outside these times shall be negotiated and shall not be varied without the approval of the Superintendent. Any variation to hours of working which is approved shall be subject to any apart from unsubstantiated complaints from property owners or residents which may cause the Principal to withdraw the outside of specified working times and revert to the hours stated in the contract. Approval must be sought from the property owners or residents in the first instance. The request to vary hours of operation is required in writing and a written approval to vary hours from the Principal is required prior to work being carried out under the contract. Noise shall be avoided outside of hours as this would be the main cause of the need to suspend out of hours working on the project.

9 Miscellaneous Requirements

9.1.1 Building and Construction Industry (PSSLL) Act

The Contractor shall pay the Portable Long Service Leave Levy pertaining to the works under this Contract on behalf of the Principal. Before commencing work under the Contract, the Contractor must produce to the Superintendent the document evidencing payment of the levy as referred to in the above point.

Full compensation for all costs incurred in complying with **The Building and Construction Industry Act** shall be included in the scheduled rates.

9.1.2 Goods and Services Tax

The Contract Sum shall include GST. All claims made pursuant to the Contract shall clearly identify the total amount of the claim and the amount of GST included in the total.

Upon receipt of the relevant payment certificate, the Contractor shall issue a Tax Invoice directly to the principal corresponding to the amount certified in the payment certificate.

9.1.3 Royalties and Custom Duty

The Contractor shall as part of the Contract sum:

- a) pay any royalties due or outstanding in respect of material supplied by any authority, company, corporation or other entity from whom the Contractor obtains materials for use in the Works;
- b) make any application to any appropriate authority, agent or entity for permission to obtain such materials;
- c) be responsible for lodging any claim for exemption from payment by the Contractor of any royalty with any appropriate authority, body, or entity; And pay all customs and other duties payable in respect of goods, materials, equipment and labour used in respect of the Works.

Part 6 – Technical Specifications

Technical Specifications are attached as separate documents to this document.

Part 7 - Drawings

Drawings are attached as separate documents to this document.