



REQUEST FOR TENDER

Zone 3 Gravel Push for QRA 2023 Rehabilitation Works

Contract No.: ESC-Q-2023-005



This document forms part of the Far North Queensland
Regional Organisation of Councils standard procurement
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Part 1 – Preamble

Following the declaration of the “Northern and Central Queensland Monsoon and Flooding, 20 December 2022 - 30 April 2023” as an activated event under DRFA arrangements, Etheridge Shire Council commenced lodging submissions for the restoration of road assets.

The Etheridge Shire Council (ESC) is undertaking works to restore their road assets.

This 2023 Disaster Recovery Funding Arrangements (DRFA) project is across the entirety of the ESC region.

Etheridge Shire Council are seeking the services of an experienced contractor to win and haul gravel from Vanlee 7 pit to nominated sites within Etheridge Shire Council.

Winning the gravel from pit site and haulage will include the supply of all plant, labour and materials to enable gravel to be ripped, pushed and hauled and stockpiled at the nominated sites.

The gravel will be utilized for the Queensland Reconstruction Authority (QRA) road rehabilitation works program.

Generally, the winning contractor will work autonomously within ESC road network and shall use the nominated route provide by Council.

The contractor shall maintain the haul road on Vanlee and Talaroo roads by use of light formation grading and water dust suppression a regular basis.

Part 2 – Tender Information

Principal:	Etheridge Shire Council					
Project Name:	Zone 3 Gravel Push for QRA 2023 Rehabilitation Works					
Scope:	The Etheridge Shire Council (ESC) is undertaking works to restore their road assets as described in more detail in Part 5 – Scope					
Site:	Various locations across Etheridge Shire Council Region					
Proposed Timetable:	Action					Proposed date
	Tender Close					29 September 2023
	Tender Award					11 October 2023
	Works Commencement					23 October 2023
	Works Completed					29 March 2024
Tender briefing or site inspection:	Description	Time and Date	Place	Maximum attendees	Mandatory or optional	RSVP
Communication Method:	<input type="checkbox"/> On-line tender forum: <input checked="" type="checkbox"/> Email: bfulloon@shepherdservices.com.au					
Communication Closing Time:	7 calendar days prior to the Tender Closing Time as amended, if at all, pursuant to the Conditions of Tendering.					
Tender Closing Time:	29 September 2023 5pm <i>Note// The Tenderer must allow adequate time for the Tender (including all supporting documents) to upload to or be received in the Tender Box by the Tender Closing Time.</i>					
Evaluation Criteria:	Criteria					Weighting (%)
	Company Experience					20
	Supervision and Management Experience					20
	Program of works					10
	Local content					20
	Value for Money					30
Tender Box:	tender@etheridge.qld.gov.au					
Tender Format:	Tenders must consist of: <ul style="list-style-type: none"> • 1x complete Tender in a single PDF document; and • 1x set of the Response Schedules in the format provided by the Principal File names must include the contract number and a brief description of the document.					
Page Limit	No Limit					
Tender Validity Period:	90 calendar days from the Tender Closing Time					
Procurement Administrator:	Etheridge Shire Council					
Principal's Complaints Manager:	Name:	Brett Fulloon				
	Telephone:	0438 666144				
	Email:	bfulloon@shepherdservices.com.au				

Part 3 – Conditions of Tendering

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Part 3 – Conditions of Tendering

1. GENERAL

- 1.1 **(Procurement Administrator)** Any right or obligation of the Principal under or in relation to these Tender Documents may be exercised or carried out by the Procurement Administrator.
- 1.2 **(Conduct of the Procurement Process)** The Principal may conduct the Procurement Process in any manner which it sees fit, but will endeavour to do so in a manner which is consistent with this Request for Tender. The Principal may do anything which it considers to be prudent or necessary for the proper conduct of the Procurement Process, including:
- (a) **(alteration of request for Tender Documents)** amend, add to or delete any part of the Tender Documents including:
 - (i) the procedures and timeframes provided in the Request for Tender;
 - (ii) the Evaluation Criteria (including weightings);
 - (iii) the Scope of Work;
 - (iv) the Contract;
 - (b) **(suspension or termination)** suspend or terminate the Procurement Process;
 - (c) **(attendances)** request any one or more Tenderers to attend a Tender briefing, site inspection or other meeting or to make a presentation of their Tender in person at the Principal's office at no cost to the Principal;
 - (d) **(change or error in Tender Documents)** request any one or more Tenderers to change their Tender to take account of a change in the Tender Documents or any error in such documents;
 - (e) **(clarification or alteration)** request any one or more Tenderers to clarify or alter any aspect of the Tenderer's Tender;
 - (f) **(additional information)** request additional information from one or more Tenderers relating to a Tender, the Procurement Process, the Tenderer's compliance with the Conditions of Tendering or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the Tenderer's Tender);
 - (g) **(negotiation)** negotiate amendments to any aspect of a Tender with any one or more Tenderers and suspend or terminate such negotiations at any time;
- 1.3 **(Complaints in relation to the Procurement Process)** The Tenderer must make any complaint in relation to the Procurement Process or the Request for Tender immediately upon the cause of the complaint arising or upon the Tenderer becoming aware of the cause. The complaint must be made in writing to the Principal's Complaints Manager and must contain adequate detail to allow the Principal's Complaints Manager to properly investigate the complaint.
- 1.4 **(Conduct of Tenderers)** The Tenderer must not, and must ensure that its Personnel do not engage in any Improper Conduct. The Tenderer must immediately notify the Principal in the event that it becomes aware that it, or any of its Personnel have engaged in Improper Conduct.
- 1.5 **(No warranty)** The Principal gives no warranty and makes no representation that the Tender Documents or any other information provided to the Tenderer in connection with the Procurement Process is accurate, adequate or complete.

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- 1.6 **(No liability)** Neither the Principal nor its Personnel shall be liable upon any Claim for any Specified Loss in connection with the Procurement Process.

2. TENDER BRIEFINGS AND SITE INSPECTIONS

- 2.1 **(Attendance)** The Tenderer **must attend any tender briefing** or a site inspection identified in the Tender Information, unless the Tender Information provides that attendance is optional.
- 2.2 **(RSVP)** The Tenderer must confirm that it intends to attend the tender briefing or site inspection to the email address and by the time and date stated in the Tender Information and may only bring a maximum of the number of Personnel noted in the Tender Information.
- 2.3 **(Safety)** The Tenderer must inform itself of risks to health and safety arising from attendance at the tender briefing or site inspection and take all reasonable steps to ensure that such risks are eliminated or, if it is not possible to eliminate them, to minimise them so far as is practicable.

3. COMMUNICATIONS DURING PROCUREMENT PROCESS

- 3.1 **(Communication Method)** All communications by the Procurement Administrator to the Tenderer shall at first instance be made using the Communication Method. Except where expressly permitted by these Conditions of Tendering, all communications by the Tenderer to the Principal in connection with the Procurement Process shall at first instance be directed to the Procurement Administrator using the Communication Method. No other communication method may be utilised by the Tenderer unless expressly permitted by the Procurement Administrator or where technical difficulties prevent the Tenderer from utilising the Communication Method or the Procurement Administrator expressly agrees to an alternative method.
- 3.2 **(Tenderer's responsibility)** The Tenderer must ensure that it is capable of receiving and does receive all communications to the Tenderer in connection with the Procurement Process. Where the Communication Method is email, it is the Tenderer's responsibility to ensure that it notifies the Procurement Administrator of the correct email address for receiving communications. Where the Communication Method is through a website, the Tenderer must ensure that it is properly registered with and capable of receiving communications through the website.
- 3.3 **(Confidentiality of communications)** The Procurement Administrator may notify any or all Tenderers of a request for further information made by a Tenderer and the Procurement Administrator's response to it without identifying the submitting Tenderer or may keep a request for information confidential and respond only to the Tenderer if it considers that it is appropriate to do so.
- 3.4 **(No reliance)** The Tenderer must not rely upon any information (including information provided at a tender briefing or site inspection) unless it is confirmed by the Procurement Administrator through the Communication Method.
- 3.5 **(Communication Closing Time)** The Procurement Administrator will not respond to any request for information received after the Communication Closing Time.

4. THE TENDER

- 4.1 **(Acceptance of Contract and Scope)** Except to the extent that the Tenderer has detailed a proposed alternative, amendment, qualification or departure in a Tender, the Tenderer will be taken to have unconditionally accepted and agreed to:
- (a) be bound by the terms and conditions of the Contract; and

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- (b) carry out and complete the whole of the obligations described in or to be reasonably inferred from the Tender Documents.
- 4.2 **(Price)** The Price must be submitted exclusive of GST. Where there is any discrepancy between the amount stated in the Form of Tender as the Tenderer's Price and the sum total of the items in any Price Schedule then:
- (a) if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Tenderer's Price; or
 - (b) if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.
- 4.3 **(Tender Validity Period)** The Tenderer's Tender will remain valid and open for acceptance by the Principal until the end of the Tender Validity Period, unless the Principal consents to the Tenderer withdrawing its Tender. The Principal may request an extension of the Tender Validity Period at any time by giving written notice to the Tenderer. If the Tenderer does not agree to the requested extension then Principal may exclude the Tenderer's Tender from assessment or further assessment as the case may be.

5. TENDERER'S WARRANTIES AND REPRESENTATIONS

- 5.1 **(Warranties and Representations)** By lodging a Tender, the Tenderer warrants and represents that:
- (a) **(authority)** the Tender has been signed and lodged by a person with authority to do so on behalf of the Tenderer;
 - (b) **(basis of Tender)** the Tenderer:
 - (i) has received or obtained copies of all of the Tender Documents and all information or documents referred to in the Tender Documents;
 - (ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided or any representation made by or on behalf of the Principal in connection with the Procurement Process in preparing its Tender;
 - (iii) has undertaken its own enquiries and investigations to satisfy itself of:
 - A. the nature and extent of the Scope, its contractual obligations and all other risks, contingencies and other circumstances which could have an impact on its ability to carry out and complete the obligations it will have under the Contract if its tender is accepted for the Price; and
 - B. the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful tenderer is required to design works, any preliminary design included in the Scope) for the purposes stated in or to be reasonably inferred from the Scope;
 - (c) **(accuracy of Tender)** all information provided in or with the Tender is accurate;
 - (d) **(ability)** the Tenderer and its relevant Personnel:
 - (i) hold (and are compliant with all requirements of) all necessary competencies, licences (including if necessary, a licence under the *Queensland Building and Construction Commission Act 1991* (Qld)), accreditations, certifications,

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permits, clearances and other authorisations which will be required for the Tenderer to carry out its obligations under the Contract in the event that its Tender is accepted; and

- (ii) have and will maintain the necessary experience, expertise and skill to perform its obligations under the Contract in accordance with the requirements of the Contract in the event that its Tender is accepted;
 - (iii) have the resources necessary to comply with the timeframes for the performance of the Contract stated in the Tender Documents (as amended) if at all, pursuant to these Conditions of Tendering;
- (e) **(price)** the Price, and all rates, sums and prices included in the Tender allow for:
- (i) all of the risks, contingencies and other circumstances which could have an effect on the Tenderer's ability to carry out and complete the obligations it will have under the Contract if its Tender is accepted for the Price, except to the extent that the Contract expressly allows an adjustment;
 - (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the obligations it will have under the Contract if its Tender is accepted, whether or not those items are expressly mentioned in the Contract; and
 - (iii) unless the Contract expressly allows an adjustment, rise and fall in costs;
- (f) **(conduct of Tenderer)** neither the Tenderer nor any of its employees or agents has engaged in any Improper Conduct:
- (g) **(competitive neutrality)** if the Tenderer is required by law to comply with principles of competitive neutrality, the Tenderer has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Procurement Process and the acceptance by the Principal of the Tenderer's Tender will not breach those principles;
- (h) **(notice)** the Tenderer has notified the Principal in its Tender of any:
- (i) ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from the Tender Documents;
 - (ii) any assumptions that it has made in determining its Price;
 - (iii) further information or investigations which it considers that it requires to enable it to give the warranties and make the representations in this clause 5;

and otherwise gives all warranties and makes all representations which the Contract requires to be given or made by the successful Tenderer. The Tenderer acknowledges that the Principal will rely on these warranties and representations in entering into a contract with the successful Tenderer.

6. LODGEMENT AND OPENING OF TENDERS

6.1 **(Method of lodgement)** A Tender must be lodged:

- (a) if the Tender Box is a website, by uploading it to the Tender Box;

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- (b) if the Tender Box is an email address, by sending it as an attachment to an email to the Tender Box;
- (c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Procurement Administrator may, on request by a Tenderer, allow the Tender to be lodged by an alternative method.

6.2 **(Time of Lodgement)** A document forming part of a Tender shall be deemed to have been lodged:

- (a) where the Tender Box is a website, at the time that the document is successfully uploaded to the Tender Box, as indicated on the electronic receipt issued to the Tenderer;
- (b) where the Tender Box is an email address, at the time that an email attaching the document is successfully delivered to the Tender Box, as indicated on the email system on which the Tender Box is hosted;
- (c) where the Tender Box is a physical address, at the time that the document is physically received at the Tender Box; or
- (d) where the Tender is lodged by an alternative method allowed by the Procurement Administrator, when it is received by the Procurement Administrator by that method.

6.3 **(Tender opening)** Tenders will not be opened publicly and the Tenderer will not be permitted to attend the opening of Tenders.

7. ASSESSMENT OF TENDER

7.1 **(Evaluation Criteria)** In determining which Tender is most advantageous to the Principal, each Tender evaluated in accordance with these Conditions of Tendering will be assessed, but not necessarily exclusively, against the Evaluation Criteria.

7.2 **(Considerations)** In assessing Tenders, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:

- (a) information contained in the Tender or any amendment to or clarification of a Tender
- (b) information provided at a meeting with or presentation by the Tenderer;
- (c) outcomes from discussions with Tenderer's referees (if any);
- (d) information obtained pursuant to clause 7.5;
- (e) the Tenderer's past performance under other contracts with the Principal or third parties; and
- (f) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate Tenders or any advisor to such persons.

7.3 **(Uncertainties)** The Principal may ignore any part of a Tender which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Tenderer and may assess the balance of the Tender.

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- 7.4 **(Right to exclude)** The Principal may, but shall not be obliged to, reject or exclude from assessment any Tender including:
- (a) a Non-conforming Tender, an Alternative Tender or a Late Tender;
 - (b) a Tender, in respect of which the Principal reasonably believes that:
 - (i) the Tenderer has failed to comply with these Conditions of Tendering or any request made by or on behalf of the Principal pursuant to them within the time required;
 - (ii) the Tenderer has breached a warranty given or representation made pursuant to these Conditions of Tendering or that a warranty, declaration or representation in the Tenderer's Tender is false or misleading in any material respect;
 - (iii) the Tenderer cannot reasonably comply with the obligations which it will have under the Contract (in the event that its Tender is successful) for the tendered Price;
 - (c) a Tender which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the Tender is satisfactory;
- 7.5 **(Other information or assistance)** The Principal may undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a Tender (including verifying any warranty, representation or declaration made or given in the Tender or pursuant to these Conditions of Tendering) or any other matter which it considers relevant to the conduct of the Procurement Process. The Tenderer must cooperate with such investigations and provide all information and assistance reasonably requested by or on behalf of the Principal in connection with the investigation.

8. ACCEPTANCE OF TENDERS

- 8.1 **(Ability to accept)** The Principal is not bound to accept the Tender with the lowest Price or the Tender with the highest score against the Evaluation Criteria, or any Tender. The Principal will, if it accepts a Tender, accept the Tender which it reasonably believes is the most advantageous to it having regard to the Sound Contracting Principles to the extent that they are applicable and relevant to the request for Procurement Process.
- 8.2 **(Local Preference)** The Principal may accept a Tender lodged by a Local Supplier in preference to comparable Tenders from Non-Local Suppliers even if the Tenders from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria, so long as the overall differences are not substantial, and so long as it is clear that the Local Supplier can meet the Principal's requirements at an acceptable standard which is generally comparable to that of the Non-Local Suppliers.
- 8.3 **(No contract until formal acceptance)** No binding contract for the provision of any work, services and/or goods by the Tenderer will exist between the parties unless and until the Principal expressly advises the Tenderer in writing that the Tenderer's Tender (as amended by any post-Tender negotiation, if any) is accepted.
- 8.4 **(Form of Contract)** If a Tender is accepted, the successful Tenderer will be required to enter into a contract in the form of the Contract, as amended by agreement between the parties.
- 8.5 **(Unsuccessful Tenderers)** Unsuccessful Tenderers will be notified after a Tender has been accepted. The Principal may, at its discretion, notify unsuccessful Tenderers of the name of, and Price submitted by, the successful Tenderer. The Principal may provide feedback to

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unsuccessful Tenderers if requested to do so, but such feedback may be general in nature and will be limited to the Tenderer's Tender only.

9. DOCUMENTS AND INFORMATION

- 9.1 **(Ownership)** The Tender Documents remain the property of the Principal. The Tender will become the property of the Principal upon lodgement.
- 9.2 **(Intellectual Property Rights)** Intellectual Property Rights in documents and information provided on behalf of a party in connection with the Procurement Process remain, as between the parties, with the party on whose behalf they were provided. The Principal and the Tenderer grant each other a perpetual, non-exclusive, royalty free licence to do the things contemplated by clause 9.6. The licence so granted by the Tenderer is irrevocable. The licence granted by the Principal may be revoked at any time on the giving of written notice.
- 9.3 The Tenderer warrants and represents that:
- (a) it owns or has a right to use the Intellectual Property Rights in its Tender for the purpose of lodging a Tender and undertaking the obligations which it will have under a contract with the Principal in the events that the Tenderer's Tender is accepted;
 - (b) it has the right and authority to grant the licence in this clause 9.2 and the Principal's exercise of the rights so granted will not infringe the Intellectual Property Rights of a third party.
- 9.4 **(Information Privacy Act)** If the Tenderer collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the Procurement Process, the Tenderer must comply with Parts 1 and 3 of Chapter 2 of that Act in as if the Tenderer was the Principal.
- 9.5 **(Confidentiality)** Except to the extent otherwise provided in these Conditions of Tendering, each party shall keep confidential the documents and information provided by the other party in connection with the Procurement Process which are of their nature confidential. The Tenderer must inform each of its Personnel and any other person to whom confidential information of the Principal is disclosed of the Tenderer's obligations under this clause 9.5. Subject clause 9.6(b), the Tenderer must return any copies of any documentation provided by or on behalf of the Principal to the Tenderer in connection with the Procurement Process when requested to do so by the Principal.
- 9.6 **(Use of documents and information)** Documents and information provided on behalf of a party to the other party in connection with the Procurement Process (including, if the Tenderer's Tender is accepted, information relating to the Tenderer's Price) may be used, copied, modified or disclosed as required by any law and otherwise:
- (a) by the Principal, as the Principal considers to be reasonably necessary to properly conduct the Procurement Process, to exercise the rights granted to it in these Conditions of Tendering and/or to properly carry out its functions as a local government authority;
 - (b) by the Tenderer, as is reasonably necessary to enable the Tenderer to:
 - (i) prepare the Tender;
 - (ii) obtain legal, accounting or other professional advice in connection with the Tender;
 - (iii) comply with the Tenderer's corporate governance requirements.

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If the Tenderer is required by law to disclose confidential information of the Principal, the Tenderer must notify the Principal of this prior to making such disclosure and must only disclose the minimum amount of information required to meet its obligation to disclose.

- 9.7 **(Media)** The Tenderer must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, in connection with the Procurement Process in any media without the prior approval of the Principal.

10. DEFINITIONS

10.1 **(Definitions)** In these Conditions of Tendering, unless the context otherwise requires:

- (a) **Alternative Tender** means a Tender which is otherwise a Conforming Tender but which in the opinion of the Principal, contains significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
- (b) **Business Day** means a day that is not a Saturday, Sunday or public holiday at the Site;
- (c) **Claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including at law (including a breach of an express or implied term of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the Procurement Process;
- (d) **Communication Closing Time** means the time identified as such in the Tender Information;
- (e) **Communication Method** means the communication method nominated in the Tender Information;
- (f) **Complaints Manager** means the person identified as such in the Tender Information;
- (g) **Conditions of Tendering** means the conditions of tendering contained in this Part 3 – Conditions of Tendering of the Request for Tender;
- (h) **Conforming Tender** means a Tender which, in the opinion of the Principal:
 - (i) is substantially in the form and contains substantially all of the information and documentation required by the Response Schedules;
 - (ii) is substantially in accordance with the Tender Format;
 - (iii) does not substantially exceed the Maximum Page Limit (if any); and
 - (iv) contains no significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
- (i) **Contract** means a contract which may be entered into between the Principal and a Tenderer pursuant to the Procurement Process, and which will be in the form contained in Part 4 – the Contract, as amended (if at all) by the express written agreement of the Principal;
- (j) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);
- (k) **Evaluation Criteria** means the evaluation criteria set out in the Tender Information;

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- (l) **Form of Tender** means the form of that name included in the Response Schedules;
- (m) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (n) **Improper Conduct** means:
 - (i) engaging in any activity or obtaining any interest which results in or is likely to result in any actual, potential or perceived conflict between the interests of the Tenderer and the Tenderer's obligations to the Principal in connection with the Procurement Process;
 - (ii) engaging in misleading or deceptive conduct in connection with the Procurement Process;
 - (iii) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the Procurement Process;
 - (iv) canvassing, attempting to improperly influence, offering any inducement to or accepting or inviting improper assistance from any Councillor or other Personnel (or former Personnel) of the Principal in connection with the Procurement Process;
 - (v) using any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Tenderer's Tender;
 - (vi) breaching any law in connection with the Procurement Process; or
 - (vii) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence;
- (o) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (p) **Late Tender** means any Tender that is not received in the Tender Box (or otherwise received by the Principal by an alternative method permitted under the Conditions of Tendering) by the Tender Closing Time;
- (q) **Local Supplier**:
 - (i) where the Principal's procurement policy provides a meaning of local supplier, has the meaning given in the Principal's procurement policy, a copy of which can be obtained from the Principal upon request; or
 - (ii) where the Principal does not have a procurement policy, or the procurement policy does not provide a meaning of local supplier, means a supplier that:
 - A. is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal as determined under the *Local Government Regulation 2012* (Qld); or
 - B. has its principal place of business within that local government area; or

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- C. otherwise has a place of business within that local government area that solely or primarily employs persons who are residents or ratepayers of that local government area.
- (r) **Maximum Page Limit** means the maximum number of pages which may be lodged as, with or in relation to the Tender (including, unless otherwise indicated all attachments, annexures, supplements, parts, schedules or appendices), as stated in the Tender Information;
- (s) **Non-Conforming Tender** means a Tender which is not a Conforming Tender or an Alternative Tender;
- (t) **Non-Local Supplier** means a supplier (including a Tenderer) that is not a Local Supplier;
- (u) **Personnel** includes the officers, employees, agents, representatives, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable;
- (v) **Preamble** means Part 1 – Preamble;
- (w) **Price** means the price shown in the Tender;
- (x) **Price Schedule** means a Response Schedule which provides a breakdown of the price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;
- (y) **Principal** means the party identified as such in the Tender Information;
- (z) **Procurement Administrator** means the person identified as such in the Tender Information;
- (aa) **Procurement Process** means the process by which the Principal intends to, or does, invite, assess and where applicable, accept or reject Tenders, an indicative outline of which is included in the proposed timetable in the Tender Information;
- (bb) **Response Schedules** means the schedules in Part 6 – Response Schedules which are to be lodged in accordance with the Tender Documents, including the Form of Tender;
- (cc) **Request for Tender** means this request for tender (including Parts 1 to 6) and all documents included in or incorporated by reference into it;
- (dd) **Scope** means Part 5 – Scope of the Tender Documents and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in a Tender Addendum;
- (ee) **Site** means the site or sites identified in the Tender Information;
- (ff) **Sound Contracting Principles** has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);
- (gg) **Specified Loss** means:
- (i) any loss or anticipated loss of profit, income, revenue, saving, production; business, contract or opportunity; increase in financing or operating costs;

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liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; any other financial or economic loss; and

- (ii) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;
- (hh) **Tender** means the tender lodged by a Tenderer in response to this Request for Tender and includes all documents and information lodged with or as part of the tender;
- (ii) **Tender Addendum** means any communication issued to Tenderers in accordance with these Conditions of Tendering which is identified as a Tender Addendum;
- (jj) **Tender Box** means the website, email address or physical location identified as the Tender Box in the Tender Information;
- (kk) **Tender Closing Time** means the closing time detailed in the Tender Information as varied (if at all) pursuant to these Conditions of Tendering;
- (ll) **Tender Documents** means:
 - (i) this Request for Tender; and
 - (ii) any Tender Addenda issued pursuant to these Conditions of Tendering,and includes all documents included in or incorporated by reference into these documents;
- (mm) **Tender Format** means the format described in the Tender Information;
- (nn) **Tender Information** means the information contained in Part 2 – Tender Information of this Request for Tender;
- (oo) **Tender Validity Period** means the period of time identified as such in the Tender Information as extended (if at all) pursuant to clause 4.3;
- (pp) **Tenderer** means:
 - (i) any person who lodges a Tender; and
 - (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Tender Documents during the Procurement Process, also includes such other persons;

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

11. GENERAL PROVISIONS

- 11.1 **(Interpretation of Tender Documents)** The Tender Documents must be read and construed together and are intended to be mutually explanatory.
- 11.2 **(Joint and several obligations)** An obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally.

Part 3 – Conditions of Tendering

- 11.3 **(Headings)** Clause headings are for reference purposes only and must not be used in interpretation.
- 11.4 **(No limitation)** The words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 11.5 **(Grammatical Forms)** Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning. Words importing the singular number include the plural number and words importing the plural number include the singular number.
- 11.6 **(Time)** References to time are to local time in Queensland. Where time is to be reckoned from a day or event, the day or the day of the event must be excluded. If any time period specified in the Tender Documents expires on a day which is not a Business Day, the period will expire at the end of the next Business Day.
- 11.7 **(Discretion)** Unless expressly provided otherwise:
- (a) any right of the Principal pursuant to these Conditions of Tendering may be exercised; and
 - (b) any consent of the Principal required under these Conditions of Tendering may be given, withheld or given subject to conditions,
- in the absolute discretion of the Principal without giving reasons and without reference to the Tenderer unless, and then only to the extent that the Conditions of Tendering provide otherwise.
- 11.8 **(Law)** A reference to 'law' includes:
- (a) legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of a local government authority, the State of Queensland, the Commonwealth or other Authority having jurisdiction and any related fees and charges; and
 - (b) certificates, licenses, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges,
- which are applicable to the Tender Documents, the Procurement Process or the Contract or which are otherwise in force at any place where an obligation under the Contract is to be carried out.
- 11.9 **(Governing Law)** The Request for Tender and Procurement Process are governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland. The Principal and the Tenderer submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.
- 11.10 **(Contra proferentem)** The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.
- 11.11 **(Rights Cumulative)** The rights and remedies of the Principal and the Tenderer provided in the Conditions of Tendering are cumulative on each other and on any rights or remedies conferred at law or in equity.
- 11.12 **(Severance)** If a provision of the Conditions of Tendering is void or unenforceable it must be severed and the provisions that are not void or unenforceable are unaffected by the severance.

Part 3 – Conditions of Tendering

11.13 **(No waiver)** No waiver by the Principal of a provision of these Conditions of Tendering is binding unless made in writing.

11.14 **(Other references)** A reference to:

- (a) a person includes any other legal entity and a reference to a legal entity includes a person;
- (b) the Tenderer or the Principal includes their respective heirs, executors, successors and permitted assigns;
- (c) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile;
- (d) a monetary amount is a reference to an Australian currency amount; and
- (e) a measurement or quantity is a reference to an Australian legal unit of measurement as defined under the *National Measurement Act 1960* (Cth).

Part 4 - Contract

Zone 3 Gravel Push for QRA 2023 Rehabilitation Works

1. Win materials at Vanlee 07 pit site (refer appendix A maps) Estimated qty total 45,000m³.
2. The contractor to supply All labour, Plant, Consumables, fuels, oils, and GET.
3. Haulage of material to nominated sites and stockpile (refer appendix A maps)
4. Haulage on nominated route only, Valee/Talaroo road to Georgetown airstrip rd., airstrip rd. to airstrip back rd., airstrip back road to Forsyth Road, Forsyth rd. to Forsyth dump road (stockpile site A), and Cobbold Gorge /Robinhood road intersection (stockpile site B)
5. Stockpiling of site A shall commence first, and site B shall follow with notification from superintendent of other works beginning.
6. Haulage hours 6am to 6pm ONLY
7. It is the responsibility of the contractor to supply a fatigue management plan to the superintendent for review and acceptance.
8. Camp location is Vanlee road ch: 1.02 (Left side)
9. Camps supplied by Contractor to be fully self-contained and managed by contractor.
10. All sites to be left in tidy manner, rubbish to be managed by contractor and ALL disposal of materials in accordance with ESC guidelines.
11. Water supply for constructions/maintenance to be sourced by contractor.
12. Haul roads are the responsibility of the contractor to maintain the roads running surface while carting and NO carting of materials are to be carted during wet weather and roads damaged during wet is the responsibility of the contractor to repair / maintain and bring back to pre-execution or works condition.
13. water source from BIG REEF Dam for use on Georgetown to Forsyth Road and stockpile locations
14. Tender Schedule/BoQ Lump Sum
15. Gravel measured in m³ (2.2 t per m³ density)
16. Stockpile A quantity – 22,251 m³ (GPS coordinates -18.5841256, 143.5902649)
17. Stockpile B quantity – 22,350 m³ (GPS coordinates -18.643217, 143.563770)
18. Vanlee pit - a prestart meeting at site shall be held with the superintendent Representative -outline of site boundary shown, and management plan shall be completed prior ALL works commencing.
19. Rehabilitation, at supply of material completion the site is to be as per management plan.
20. Clearing and Vegetation Management-Control Measures

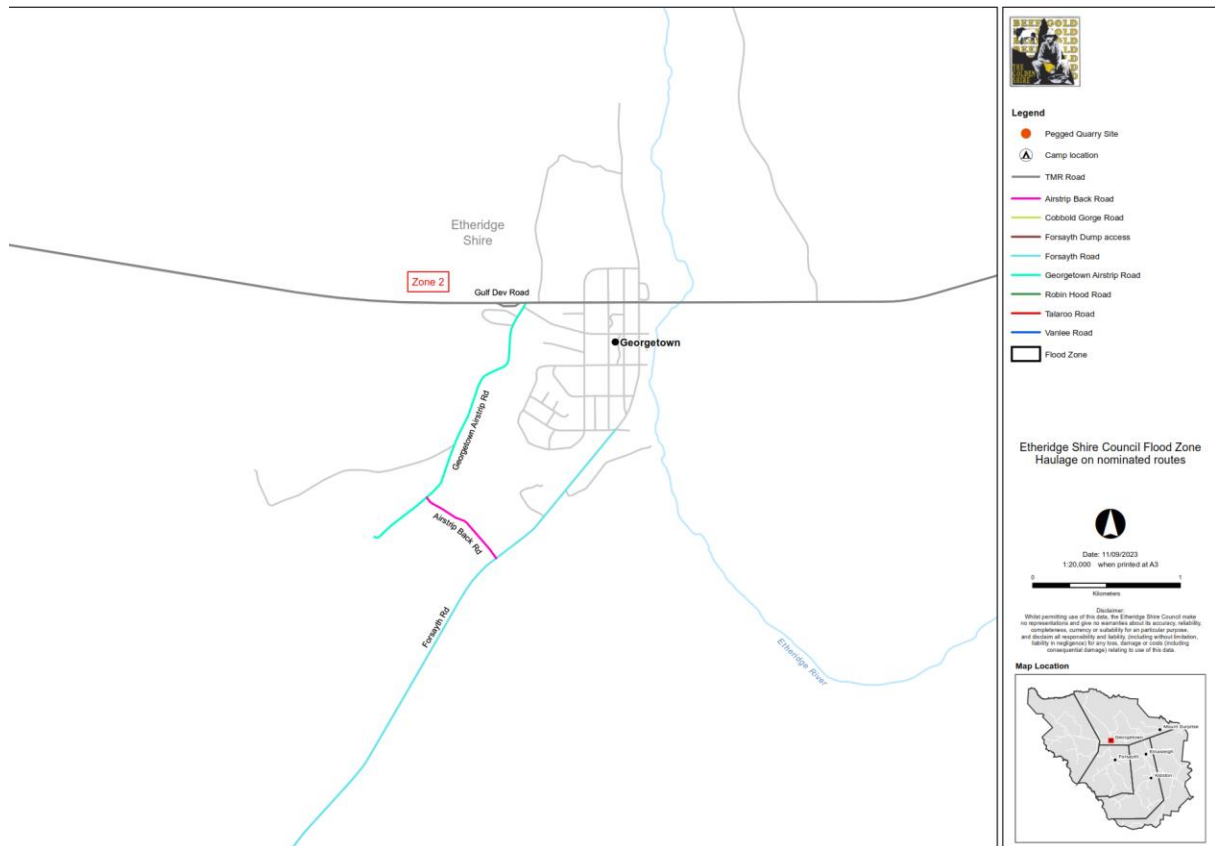
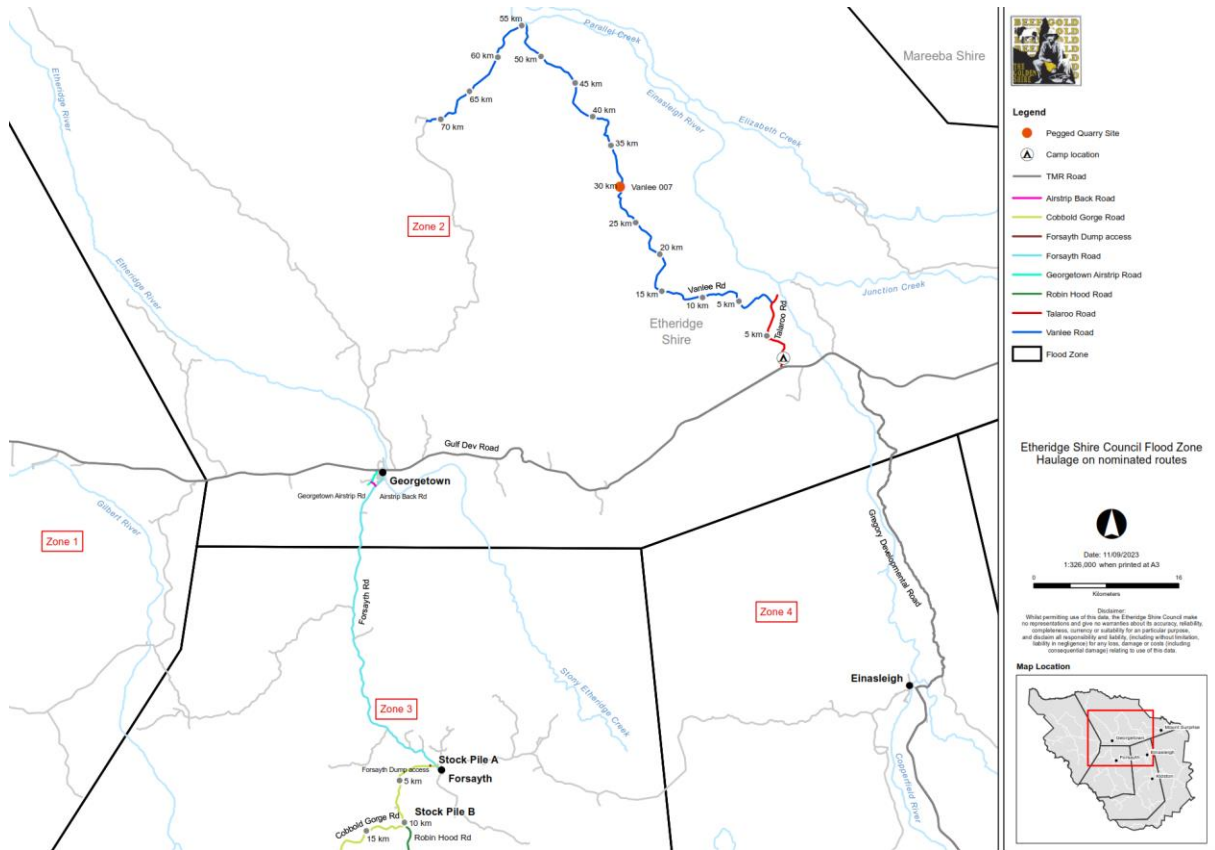
Part 5 – SCOPE

- a. Vegetation will only be cleared on a face in advance of the operations to allow for a stage of gravel extraction.
- b. The cleared vegetation will be stockpiled onto the existing exhausted extraction areas and left in-place. These sites have limited large trees and generally only light scrub is left in piles to decompose for future spreading over rehabilitated areas.
- c. Generally, there is limited topsoil on each of these sites but when encountered topsoil will be stockpiled onto the existing exhausted extraction areas and spread over disturbed areas prior to demobilisation of a site.
- d. Generally, there is no overburden encountered on each of these sites.
- e. Disturbance of the sites beyond boundaries is not permitted.
- f. Demobilisation of site shall not occur until inspection satisfactory to the Superintendent.

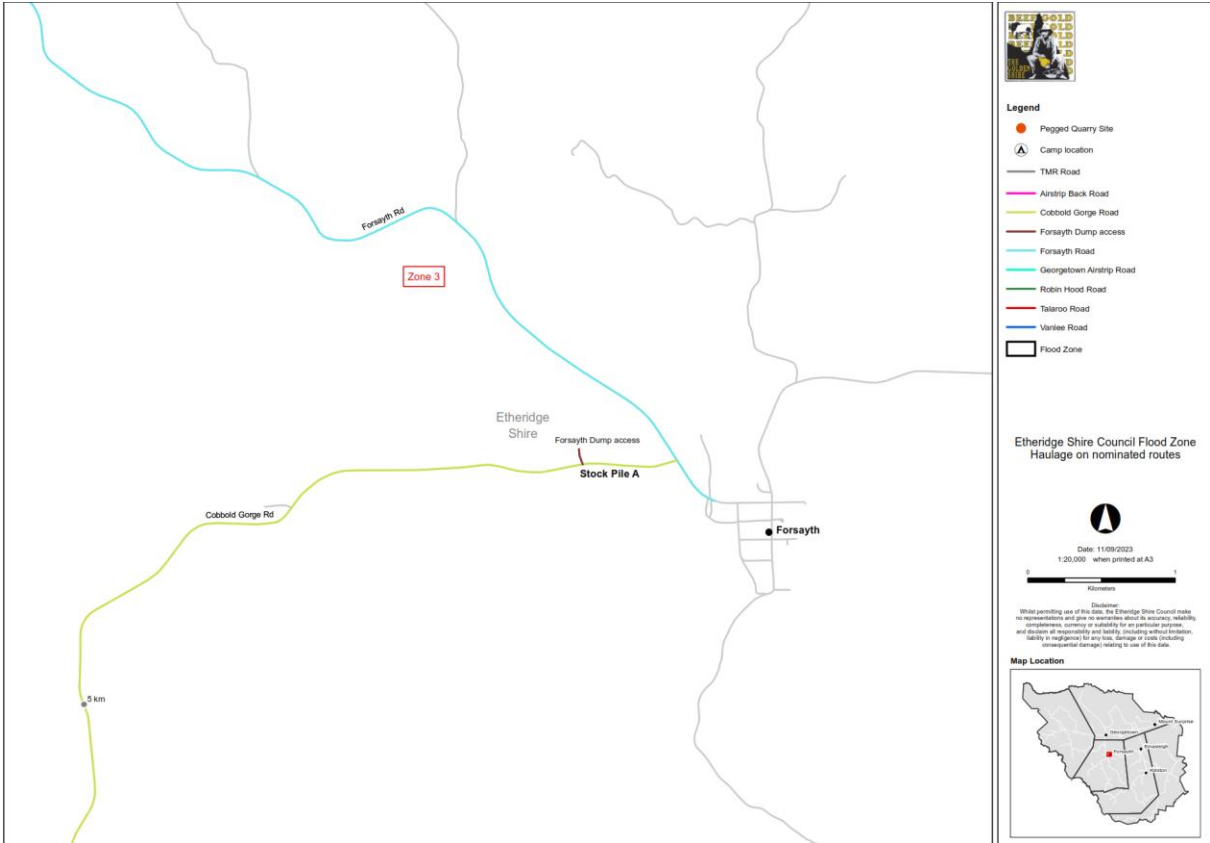
21. Material Stockpiling-


- a. Stockpile management shall be undertaken through limiting their height to a maximum of 3 m. Stockpile batters shall be a maximum of 3 in 1. Stockpiles shall be positioned to ensure safe operation of plant around the sites and sightlines shall always be maintained for a site's entry and exit point. Stockpiles will be regularly battered during placement and removal of material to mitigate risk of vertical or unstable faces on stockpiles.
- b. access and load out of stockpiles by others is to be unhindered and call signs must be in place for entry and egress of ALL sites.

Part 7 – Appendix A



Part 7 – Appendix A







Legend

- Pegged Quarry Site
- A Camp location
- TMR Road
- Airstrip Back Road
- Cobbold Gorge Road
- Forsyth Dump access
- Forsyth Road
- Georgetown Airstrip Road
- Robin Hood Road
- Talaroo Road
- Vanlee Road
- Flood Zone

Etheridge Shire Council Flood Zone Haulage on nominated routes




Date: 11/09/2023
1:20,000 when printed at A3



Kilometers

Disclaimer: While permitting use of this data, the Etheridge Shire Council make no representation and give no warranty about its accuracy, reliability, completeness, currency or suitability for any particular purpose, and disclaim all responsibility and liability, including without limitation, liability in negligence for any loss, damage or costs (including consequential damage) resulting from use of this data.

Map Location





CONTRACT (CONSTRUCT ONLY: STANDARD RISK)

Zone 3 Gravel Push for QRA 2023 Rehabilitation Works

Contract No: ESC-Q-2023-005

FORMAL INSTRUMENT OF AGREEMENT

Parties

Etheridge Shire Council ABN 57 665 238 857 of St George Street, Etheridge in the State of Queensland

(*the Principal*)

..... in the State of Queensland

(*the Contractor*)

Recitals:

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

The Parties Agree:

1. THE CONTRACT

- 1.1 The *Contract* shall comprise the following documents:
 - (a) this *Formal Instrument of Agreement*;
 - (b) Annexure Part A to AS4000-1997 General Conditions of Contract;
 - (c) Annexure Part B to AS4000-1997 General Conditions of Contract;
 - (d) Annexure Part C – Approved Form of Unconditional Undertaking (which forms a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
 - (e) AS4000-1997 General Conditions of Contract (which form a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
 - (f) Annexure Part D – Drawings;
 - (g) Annexure Part E – Specification;
 - (h) Annexure Part F – Methodology;
 - (i) Annexure Part G – Price Schedule;
 - (j) Annexure Part H – Variation Rates;
 - (k) Annexure Part I – Contractor's Statutory Declaration; and
 - (l) Annexure Part J – local content hire WUC.

- 1.2 The *Contract* constitutes the entire, final and concluded agreement between the parties. It supersedes all prior representations, agreements, statements and understandings between the *Contractor* and the *Principal* (whether oral or in writing).
- 1.3 If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 of this *Formal Instrument of Agreement* then the ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document which places the highest or more onerous requirement on the *Contractor*. If that does not resolve the issue, then the documents will take precedence in the order set out in clause 1.1 of this *Formal Instrument of Agreement*, with the *Formal Instrument of Agreement* being the highest in the order.

2. CONSIDERATION

- 2.1 In consideration of:
- (a) the *Principal* agreeing to pay the *Contractor* in accordance with the provisions of the *Contract*, the *Contractor* will perform the *WUC* in accordance with the provisions of the *Contract* and will otherwise comply with its obligations under the *Contract* at its expense;
 - (b) the *Contractor* carrying out the *WUC* and complying with its obligations under the *Contract* at its expense, the *Principal* will pay the *Contractor* in accordance with the provisions of the *Contract* and will otherwise comply with its obligations under the *Contract*.

3. INTERPRETATION

- 3.1 Italicised terms used in this *Formal Instrument of Agreement* have the same meaning as defined in the documents listed in clauses 1.1(b) to 1.1(e) above.
- 3.2 The contra proferentem rule and other rules of construction will not apply to the *Contract* to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.
- 3.3 To the extent permitted by law, if either party consists of two or more persons the *Contract* binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally.
- 3.4 Each indemnity provided in the *Contract* is a continuing indemnity which survives the expiration or termination of the *Contract*. The *Principal* need not incur any expense or make any payment in order to rely on an indemnity.
- 3.5 The rights and remedies of a party to the *Contract* are in addition to the rights or remedies conferred on the party elsewhere in the *Contract*, at law or in equity.
- 3.6 If a provision of the *Contract* is void or unenforceable it must be severed from this *Contract* and the provisions that are not void or unenforceable are unaffected by the severance.
- 3.7 In the *Contract* the words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 3.8 The *Contract* may be executed in any number of counterparts and communication of the fact of execution to the other party may be made by sending evidence of execution by email to the other party.

4. STANDARDS AUSTRALIA COPYRIGHTED MATERIAL

- 4.1 This document contains Standards Australia Ltd copyrighted material which is reproduced by or distributed by Etheridge Shire Council (57 665 238 857) under licence by Standards Australia. The Standards Australia copyrighted material may have been modified by a licensed user and may not reflect AS 4000-1997. Standards Australia takes no responsibility for the content of this document. Should a user be interested in reproducing or distributing any content from AS 4000-1997, please contact Standards Australia via copyright@standards.org.au.
- 4.2 A copy of AS4000-1997 General Conditions of Contract and Annexures (as current at the *date of acceptance of tender*) forms part of this *Contract* notwithstanding that a copy is not physically included. A copy of the AS4000-1997 General Conditions of Contract can be obtained by contacting Standards Australia via copyright@standards.org.au.
- 4.3 In Annexure Part A, items or words which have been struck through are deleted from Annexure Part A and items or words which have been underlined have been added to Annexure Part A.

EXECUTED AS AN AGREEMENT

EXECUTION BY THE PRINCIPAL

SIGNED for and on behalf of Etheridge Shire Council in accordance with the Council's local laws and in the presence of:

.....)
Signature of witness) Ken Timms
.....)
Name of witness (block letters)) Chief Executive Officer
Date: / /)
Date: / /)

EXECUTION BY THE CONTRACTOR (WHERE CONTRACTOR IS A CORPORATION)

SIGNED for and on behalf of the *Contractor* in accordance with its Constitution and Section 127 of the *Corporations Act 2001* in the presence of:

.....)
Signature of witness) Director
.....)
Name of witness (block letters)) Director/Secretary
Date: / /)
Date: / /)

EXECUTION BY CONTRACTOR (WHERE CONTRACTOR IS NOT A CORPORATION)

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

.....)
Signature of witness) Signature
.....)
Name of witness (block letters)) Name of authorised representative
Date: / /)
Date: / /)

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

Item

1	<i>Principal</i> (clause 1)	Etheridge Shire Council ABN 57 665 238 857
2	<i>Principal's address</i>	PO Box 12, Georgetown, Queensland, 4871
3	<i>Contractor</i> (clause 1)	ACN ABN
4	<i>Contractor's address</i>	
5	<i>Superintendent</i> (clause 1)	Ken Timms ACN 57 665 238 857
	<i>Superintendent Representative</i>	Brett Fulloon
6	<i>Superintendent's address</i>	41 St George st Georgetown QLD 4871
7*	a) <i>Date for practical completion</i> (clause 1)	29 March 2024
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	
8	Governing law (page 5, clause 1(h))	Queensland If nothing stated, that of the jurisdiction where the <i>site</i> is located

Annexure Part A to AS4000 – 1997

9	<p>a) Currency (page 5, clause 1(g))</p> <p>b) Place for payments (page 5, clause 1(g))</p> <p>c) Not used</p>	<p>AUD</p> <p>If nothing stated, that of the jurisdiction where the <i>site</i> is located</p> <p>Payments will be made by electronic transfer into the bank account last notified in writing by the <i>Contractor</i> to the <i>Principal</i>.</p>
10	Not used	
10A	<p><u>Contract sum</u> (clause 1 and clause 2A)</p>	<p><u>The Contract is a:</u> <input type="checkbox"/> <u>schedule of rates contract</u> <input checked="" type="checkbox"/> <u>lump sum contract</u> <u>If nothing stated, the Contract is a lump sum contract.</u></p>
11	<p>Quantities in <i>schedule of rates</i>, limits of accuracy (subclause 2.5(b) 2A.4(b))</p>	<p>Upper Limit</p> <p>Lower Limit</p> <p>If nothing stated, upper limit is 120%, lower limit is 80%</p>
12	<p><i>Provisional sum</i>, percentage for profit and attendance (clause 3)</p>	<p>No profit and attendance is payable.</p>
13*	<p><i>Contractor's security</i></p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum percentage of <i>contract sum</i> (clause 5)</p> <p>c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)</p> <p>d) Time for provision (except for retention moneys) (clause 5)</p> <p>e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)</p> <p>f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)</p>	<p>Two (2) unconditional bank guarantees in equal amounts or Cash Retention.</p> <p>10%</p> <p>If nothing stated, 10% of the <i>contract sum</i></p> <p>10% until the limit in item 13 (b) reached.</p> <p>If nothing stated, 10% until the limit in <i>Item</i> 13(b)</p> <p>Within 10 <i>business days</i> after the <i>date of acceptance of tender</i></p> <p>If nothing stated, within 10 <i>business days</i> after <i>date of acceptance of tender</i></p> <p>Not applicable</p> <p>\$</p> <p>100% of amount held</p> <p>If nothing stated, 50% of amount held</p>

Annexure Part A to AS4000 – 1997

14*	<i>Principal's security</i>		
	a) Form (clause 5)	Not applicable	
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not applicable If nothing stated, nil	
	c) Time for provision (clause 5)	Not applicable If nothing stated, within 20 <i>business days</i> after the <i>date of acceptance of tender</i>	
	d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	Not applicable If nothing stated, 50% of amount held	
15	<i>Principal-supplied documents</i> (subclause 8.2)	Document Copy of Contract	No. of copies 2
		If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)	
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	If nothing stated, 10 <i>business days</i>	
17	Subcontract <i>work</i> requiring approval (subclause 9.2)	The whole or any part of <i>WUC</i> 10 days	
18	Novation (subclause 9.4)	Subcontractor	Particular part of <i>WUC</i>
		Not applicable	
		<i>Selected subcontractor</i>	Particular part of <i>WUC</i>
		Not applicable	

Annexure Part A to AS4000 – 1997

19 Legislative requirements

- a) Those excepted (subclause 11.1) None excepted
- b) Identified *WUC* (subclause 11.2(a)(ii))

19A Portable long service
(subclause 11A.1)

The:
 Principal
 Contractor
 is to make payments and give notices under the Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)
 If nothing selected the Contractor is to do so

19B Management Plans must address:
(clause 11E)

<u>Environmental Plans</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>WHS Health and Safety Plan</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Quality Assurance plan</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Stakeholder management plans</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Traffic management plans</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>Training Policy</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<u>Fatigue management system</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If not selected, the requirement does not apply

19C The Contractor's liability is limited to
(clauses 1 and 15A)

\$ 20,000,000
 If nothing stated, the Contractor's liability is not limited

19D The Principal's liability is limited to
(clauses 1 and 15A)

 If nothing stated, the Principal's liability is limited to the contract sum as adjusted pursuant to the Contract.

20 Insurance of *the Works*
(clause 16)

- a) Alternative applying Alternative 1
 If nothing stated, Alternative 1 applies
- If Alternative 1 applies
- b) Provision for demolition and removal of debris \$

OR
 10% of the contract sum

Annexure Part A to AS4000 – 1997

c)	Provision for consultants' fees	<p style="text-align: center;">\$</p> <p>OR</p> <p>10% of the <i>contract sum</i></p>						
d)	Value of materials or things to be supplied by the <i>Principal</i>	Nil						
e)	Additional amount or percentage	<p style="text-align: center;">\$</p> <p>OR</p> <p>10% of the total of paragraphs (a) to (d) in clause 16</p>						
21	Public liability insurance (clause 17)							
a)	Alternative applying	<p>Alternative 1</p> <p>If nothing stated, Alternative 1 applies</p>						
	If Alternative 1 applies							
b)	Amount per occurrence shall be not less than	<p>Twenty million dollars</p> <p>\$20,000,000</p> <p>If nothing stated, then not less than \$20,000,000</p>						
<u>21A</u>	<u>Key Personnel</u> (Clause 23A)	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Name</u></td> <td style="text-align: center;"><u>Role</u></td> <td style="text-align: center;"><u>Period</u></td> </tr> </table>	<u>Name</u>	<u>Role</u>	<u>Period</u>			
<u>Name</u>	<u>Role</u>	<u>Period</u>						
22	Time for giving possession (subclause 24.1)	<p>Within 15 <i>business days</i> after the <i>date of acceptance of tender</i></p> <p>If nothing stated, within 10 <i>working days</i> after the <i>date of acceptance of tender</i></p>						
<u>22A</u>	<u>Working days and working hours</u> (clause 31)	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"><u>Working days</u></td> <td style="vertical-align: top;"><u>Working hours</u></td> </tr> <tr> <td style="vertical-align: top;"><u>Monday to Sunday</u></td> <td style="vertical-align: top;"><u>6am to 6pm</u></td> </tr> <tr> <td style="vertical-align: top;"><u>Roster to be no more than 6-1, 6-1, 6-5</u></td> <td style="vertical-align: top;"><u>Application submitted to Superintendent for Approval pre commencement of works</u></td> </tr> </table> <p><u>but shall not include:</u></p> <p>a) <u>a public holiday, special holiday or bank holiday at the site;</u></p> <p>b) <u>22 December to 10 January in any year; or</u></p> <p>c) <u>any other day which the Contract elsewhere provides is a day on which work cannot be carried out</u></p>	<u>Working days</u>	<u>Working hours</u>	<u>Monday to Sunday</u>	<u>6am to 6pm</u>	<u>Roster to be no more than 6-1, 6-1, 6-5</u>	<u>Application submitted to Superintendent for Approval pre commencement of works</u>
<u>Working days</u>	<u>Working hours</u>							
<u>Monday to Sunday</u>	<u>6am to 6pm</u>							
<u>Roster to be no more than 6-1, 6-1, 6-5</u>	<u>Application submitted to Superintendent for Approval pre commencement of works</u>							

Annexure Part A to AS4000 – 1997

23	Qualifying causes of delay, causes of delay for which EOTs will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)		
24*	Liquidated damages, rate (subclause 34.7)	Not Applicable per day	
25*	Bonus for early <i>practical completion</i> (subclause 34.8)	Not applicable	
	a) Rate	per day	
	b) Limit	\$	
		OR	
		% of <i>contract sum</i>	
		If nothing stated, there is no waiver	
26*	Delay damages, costs, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9 34A)	No other <i>compensable causes</i>	
<u>26A</u>	<u>Delay costs, limit per <i>working day</i> (clause 34A)</u>	_____	<u>If nothing stated, \$500 per <i>working day</i></u>
27	<i>Defects liability period</i> (clause 35)	0 months If nothing stated, 12 months	
<u>27A</u>	<u><i>Variations, percentage for profit and overheads</i> (subclause 36.4)</u>	<u>Profit</u>	<u>5%</u> <u>If nothing stated 5%</u>
		<u>Overheads</u>	<u>5%</u> <u>If nothing stated 5%</u>
28	Progress Claims (subclause 37.1)		
	a) Times for progress claims	20 st day of each month in which <i>WUC</i> is carried out up to and including the month in which <i>practical completion</i> is reached, for work done to the 21 st day of the month	
		OR	
	b) Stages of <i>WUC</i> for progress claims		
29	Unfixed plant and materials for which payment claims may be made (subclause 37.3)	Nil	

Annexure Part A to AS4000 – 1997

30	Interest rate on overdue payments (subclause 37.5)	3 % per annum If nothing stated, 18% per annum
31	Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7)	If nothing stated, 25 <i>working days</i>
32	Not used	

*If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A.

Part A

Separable Portions

Annexure to AS4000-1997

- This section should be completed only if the *Contract* provides for *separable* portions.
- Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of *the Works* should also be a *separable portion*.

	<i>Separable portion</i> (clause 1)	No.
	Description of <i>separable portion</i> (clause 1)	
<i>Item</i>		
7	a) <i>Date for practical completion</i> (clause 1)	
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	Two (2) unconditional bank guarantees in equal amounts.
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	5% If nothing stated, 5% of the value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	Nil If nothing stated, 10% until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	Within 10 <i>business days</i> after the <i>date of acceptance of tender</i> If nothing stated, within 10 <i>business days</i> after <i>date of acceptance of tender</i>

Part B

Annexure to the
Australian Standard General Conditions of Contract
AS4000 – 1997

Deletions, amendments and additions

1. The following clauses have been deleted from the General Conditions of Contract

See below
 2. The following clauses have been amended and differ from the corresponding clauses in AS4000-1997

See below
 3. The following clauses have been added to those of AS4000-1997

See below
-

1 INTERPRETATION AND CONSTRUCTION OF CONTRACT

Delete the definition of '*bill of quantities*' and replace with:

'bill of quantities means a *price schedule*;

Insert a new definition of '*building contract*':

'building contract has the same meaning as given to that term in section 67AAA of the *Queensland Building and Construction Commission Act 1991 (Qld)*;

Insert a new definition of '*business day*':

'business day means:

- (a) when used in the definition of *response period*, has the same meaning as in the *security of payment legislation*;
- (b) otherwise, means a day that is not:
 - (i) a Saturday or Sunday; or
 - (ii) a public holiday, special holiday or bank holiday at the *site*.'

Insert a new definition of '*claim*':

'claim includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including pursuant to a provision of the *Contract* (including any claim for a *variation*, an *EOT* or other adjustment of the *contract sum*), at law (including a breach of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by

law, pursuant to any other principle of law, in connection with the *Contract, the Works or WUC;*

Insert a new definition of '*claimable amount*':

'claimable amount means:

- (a) the value of *work* carried out by the *Contractor* in the performance of the *Contract* which the *Contractor* is entitled to include in a progress claim; and
- (b) amounts otherwise due from the *Principal* to the *Contractor* pursuant to the *Contract*;

Insert a new definition of '*compensable direction*':

'compensable direction means a *direction* pursuant to subclause 8.1 that is necessitated solely because of an inconsistency, ambiguity, discrepancy or error which is in a document prepared by or on behalf of the *Principal* for the purpose of carrying out *WUC* and which could not have been identified by a competent contractor at the time of the *Contractor's* tender if that contractor had inspected:

- (a) all written information made available by the *Principal* to the *Contractor* for the purpose of tendering;
- (b) all information influencing the risk allocation in the *Contractor's* tender and reasonably obtainable by the making of reasonable enquiries; and
- (c) the *site* and its near surrounds;

Insert a new definition of '*conflict of interest*':

'conflict of interest means any actual, potential or perceived conflict between the interests of the *Contractor* and the *Contractor's* obligations under the *Contract*;

Delete the definition of '*contract sum*' and replace with:

'contract sum means

- (a) where *Item 10A* states that the *Contract* is a *lump sum contract*, the sum of the lump sums contained in the *price schedule*; or
- (b) where *Item 10A* states that the *Contract* is a *schedule of rates contract*:
 - (i) the sum of the products ascertained by multiplying the rates by the corresponding quantities in the *price schedule*; plus
 - (ii) any lump sums contained in the *price schedule*,

including *provisional sums* but excluding additions or deductions which may be required to be made under the *Contract*;

Insert a new definition of '*Councillor*':

'Councillor has the meaning given to that term in the *Local Government Act 2009* (Qld);'

Delete paragraph (a) of the definition of '*date of practical completion*' and replace with:

- '(a) the date stated in a *certificate of practical completion* as the date on which *practical completion* was reached (which may be a date earlier than the date on which the *certificate of practical completion* is issued); or

Insert a new definition of '*Formal Instrument of Agreement*':

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

Insert a new definition of '*improper conduct*':

'improper conduct' means:

- (a) engaging in misleading or deceptive conduct;
- (b) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct;
- (c) canvassing, attempting to improperly influence, offering any inducement to, or accepting or inviting improper assistance from, the *Principal's Councillors* or other *personnel* (or former *personnel*);
- (d) using any information improperly obtained, or obtained in breach of any obligation of confidentiality;
- (e) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
- (f) engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld);'

Insert a new definition of '*informal variation direction*':

'informal variation direction' means a *direction* by the *Superintendent* for a *variation* which is either:

- (a) not in writing; or
- (b) in writing but which does not expressly state that it is a *direction* for a *variation* pursuant to clause 36;'

Insert a new definition of '*liability limit*':

'liability limit' means the sum of:

- (a) the amount specified in *Item 19C* or *Item 19D* as the case may be; and
- (b) the amount of any excess payable under a policy of insurance referred to in subclause 15A.2(d);'

Insert a new definition of '*lump sum contract*':

'lump sum contract' means a contract to which subclause 2A.3 applies;'

Insert a new definition of '*payment period*':

'payment period means:

- (a) if the *Contract* is a *building contract*, 15 *business days*;
- (b) otherwise, 25 *business days*,

after the progress claim or *final payment claim* (as the case may be) is given to the *Principal*;

Insert a new definition of '*payment schedule*':

'payment schedule has the same meaning as in the *security of payment legislation*;

Insert a new definition of '*personal information*':

'personal information has the same meaning as given to that term in the *Information Privacy Act 2009 (Qld)*;

Insert a new definition of '*personnel*':

'personnel includes the officers, employees, agents, representatives, consultants and contractors (including, in respect of the *Contractor*, its subcontractors), of a party and any other person or entity for whom that party is vicariously liable and in respect of the *Principal* includes the *Councillors* of the *Principal* but does not include the *Contractor*;

Insert a new subparagraph at the end of the definition of '*practical completion*':

- (d) anything else which the *Contract* provides is to be done, provided or otherwise satisfied as a requirement of or prior to *practical completion* has been so done, provided or satisfied;

Delete the definition of '*prescribed notice*' and insert:

'prescribed notice means a written notice which contains:

- (a) details of the basis of the *claim*; and
- (b) a detailed itemised breakdown of the quantum of the *claim*, or, where the quantum cannot be itemised at the time that the *prescribed notice* is given because the costs are not yet known, an itemised breakdown of the estimated quantum of the *claim*;

Insert a new definition of '*price schedule*':

'price schedule means any schedule included in the *Contract* which provides a breakdown of the *contract sum* and which may include rates, lump sums, *provisional sums*, other sums, quantities and prices;

Insert a new definition of '*Principal's policies*':

'Principal's policies' means the *Principal's* plans, policies, procedures, codes, standards and guidelines to the extent that these are made available by the *Principal* (whether to the public at large or to the *Contractor*);'

Insert a new definition of '*procurement process*':

'procurement process' means the process pursuant to which the parties entered into the *Contract*, and includes the process (if any) through which the *Principal* invited, and the *Contractor* submitted an offer to carry out the *WUC*;

Insert a new definition of '*provisional work*':

'provisional work' means:

- (a) any *work* or item to which a *provisional sum* relates; and
- (b) any other *work* or item which is identified in the *Contract* as 'provisional', 'if ordered', 'as directed' 'optional' or similar or which the *Contract* otherwise provides is not to be carried out or supplied by the *Contractor* unless the *Contractor* is given a *direction* to do so;'

Delete the definition of '*qualifying cause of delay*' and insert:

'qualifying cause of delay' means:

- (a) any of the following, which are beyond the control of the *Contractor* occurring on or before the *date for practical completion*:
 - (i) industrial action not exclusively directed at the *Contractor*;
 - (ii) inclement weather and the effects at the *site* of inclement weather;
- (b) any of the following which are beyond the control of the *Contractor* whether occurring before, on or after the *date for practical completion*:
 - (i) any act, default or omission of the *Superintendent*, the *Principal* or the *Principal's* consultants, agents or other contractors (not being employed by the *Contractor*);
 - (ii) *variations* (other than a *variation* for the convenience of the *Contractor*);
 - (iii) *latent conditions*;
 - (iv) a change in a *legislative requirement* which comes into effect after the 10th *business day* before the closing of tenders and which could not have been reasonably anticipated by a competent contractor;
 - (v) delays by municipal, public, or statutory authorities (including the *Principal* in its capacity as a local government authority);
 - (vi) claims referred to in subclause 15.1(e);
 - (vii) any breach of the *Contract* by the *Principal*,

but does not include any cause of delay identified in *Item 23*;

Insert a new definition of '*required deductions*':

'required deductions means:

- (a) amounts paid previously under the *Contract*;
- (b) retention moneys to be deducted pursuant to *Item 13*;
- (c) other amounts due from the *Contractor* to the *Principal* in connection with the *Contract*;
- (d) amounts due from the *Contractor* to the *Principal* otherwise than in connection with the *Contract*;
- (e) to the extent that such *work* has not yet been carried out by the *Contractor* and the cost of such *work* has not yet been incurred by the *Principal*, the estimated cost to the *Principal* of having any *work* of removal, demolition, reconstruction, replacement, correction or rectification the subject of a *direction* pursuant to subclause 29.3 or clause 35 carried out by a third party;
- (f) amounts in respect of *work* which is required by the *Contract* to be tested and for which any of the following conditions have not been met:
 - (i) all required *tests* have been completed;
 - (ii) the results of the *tests* do not reveal a failure of the *Contractor* to comply with the *Contract*; and
 - (iii) the *Contractor* has made good *WUC* and provided the results of the *tests* to the *Superintendent* and to the *Principal* in accordance with subclause 30.6;
- (g) amounts which the *Principal* bona fide claims are or will become due from the *Contractor* to the *Principal* in connection with the *Contract* (and where such an amount cannot be ascertained by the *Principal* at the time at which the amount is to be certified, the *Principal's* bona fide estimate of such an amount).'

Insert a new definition of '*response period*':

'response period for a progress claim or *final payment claim* (as the case may be) means 15 *business days* after the claim is given to the *Principal*;

Delete the definition of '*schedule of rates*' and insert:

'schedule of rates means a *price schedule*;

Insert a new definition of '*schedule of rates contract*':

'schedule of rates contract means a contract to which subclause 2A.4 applies;

Delete paragraphs c) and d) of the definition of '*security*';

Insert a new definition of '*security of payment legislation*':

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

Insert a new definition of '*specified loss*':

'specified loss' means:

- (a) any loss, or loss of anticipated, profit, income, revenue, saving, production; business, good will, contract or opportunity (including access to markets); increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; damage to credit rating; any other financial or economic loss; and
- (b) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;'

Insert a new definition of '*third party requirements*':

'third party requirements' means such of the following (as amended or replaced from time to time) as *Item 19B* states apply to this *Contract*.

- (a) Code for the Tendering and Performance of Building Work 2016 issued pursuant to the *Building and Construction Industry (Improving Productivity) Act 2016* (**Building Code 2016**);
- (b) Queensland Government's Code of Practice for the Building and Construction Industry (**Queensland Code**);
- (c) Australian Government Building and Construction Industry Work Health and Safety Accreditation Scheme (the Scheme), established by the *Building and Construction Industry (Improving Productivity) Act 2016* (**WHS Accreditation Scheme**);
- (d) Queensland Government Indigenous Procurement Policy (**Queensland IPP**);
- (e) Federal Government Indigenous Procurement Policy (**Federal IPP**);
- (f) Queensland Government Building and Construction Industry Training Policy (**Training Policy**);
- (g) the requirements of any State, Federal or other body providing funding for *WUC*, as notified or otherwise made available to the *Contractor* from time to time by or on behalf of the *Principal*, whether or not specifically mentioned in the *Contract* (**Funding Requirements**); and
- (h) any other plans, policies, procedures, codes, standards and guidelines (other than the *Principal's policies*) which are identified in the *Contract* or which are otherwise applicable to *WUC*.'

Insert a new definition of '*variation rates*':

'variation rates' means the rates included in Annexure Part H;'

Insert a new definition of '*wilful misconduct*':

'wilful misconduct' means an intentional act or omission by or on behalf of a party committed with reckless disregard for its foreseeable and harmful consequences in circumstances where that party knows or ought to know that those consequences would likely result from the act or omission but which is not due to an honest mistake oversight, error of judgement, accident or negligence;'

Insert a new definition of '*working day*':

'working day' means a day identified as such in in *Item 22A*;

2 NATURE OF CONTRACT

Delete clause 2.

2A PERFORMANCE AND PAYMENT

Insert a new clause 2A as follows:

'2A PERFORMANCE AND PAYMENT

2A.1 **(General)** The *Contractor* shall carry out and complete *WUC* in accordance with the *Contract* and *directions* authorised by the *Contract*. Notwithstanding anything else in this clause, where the *price schedule* or the *Contract* elsewhere contains provisions for determining the *Contractor's* entitlement to payment for an item then the *Contractor's* entitlement to payment for that item shall be determined in accordance with such provisions.

2A.2 **(Price schedule)** Quantities in a *price schedule* are estimated quantities only. The *Superintendent* is not required to give a *direction* by reason of the actual quantity of an item required to perform the *Contract* being greater or less than the quantity shown in a *price schedule*.

The *Principal* gives no warranty and makes no representation as to the completeness, accuracy or adequacy of a *price schedule*. If a *price schedule* omits an item which should have been included, the item shall be deemed to have been allowed for in other items.

2A.3 **(Lump sum contract)** This subclause 2A.3 only applies where *Item 10A* states that the *Contract* is a *lump sum contract*.

The *Principal* shall pay the *Contractor* the sum of the lump sums stated in the *price schedule*, adjusted by any additions or deductions made pursuant to the *Contract*. Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in the *price schedule* the *Contractor* shall carry out that greater or lesser quantity as if it were originally stated in the *Contract* and there shall be no adjustment to the *contract sum*.

The *price schedule* may be used by the *Superintendent* as a guide in the assessment of progress claims, *variations* and other adjustments to the *contract sum* permitted by the *Contract*, but for no other purpose.'

2A.4 **(Schedule of rates contract)** This subclause 2A.4 only applies where *Item 10A* states that the *Contract* is a *schedule of rates contract*.

The *Principal* shall pay the *Contractor* the sum of the products ascertained by multiplying the measured quantity of each section or item of *work*

actually carried out under the *Contract* by the rate provided in the *price schedule* for the section or item adjusted by any additions or deductions made pursuant to the *Contract*. Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in a *price schedule* and:

- (a) the *price schedule* contains a lump sum for the item, the difference shall be a deemed *variation*;
- (b) the *price schedule* contains a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *price schedule* are stated in *Item 11*, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*.'

2A.5 **(Rise and fall)** The *contract sum* is not subject to adjustment for variations in the cost of labour and materials unless, and then only to the extent that, the *Contract* expressly elsewhere provides that such an adjustment is to be made and states the formula by which that adjustment is to be calculated.

2A.6 **(Inclusions)** Except to the extent that the *Contract* expressly allows an adjustment, the *Contractor* warrants and represents that the *contract sum*, and all rates, sums and prices included in the *contract sum* allow for:

- (a) all of the risks, contingencies and other circumstances which could have an effect on the *Contractor's* ability to carry out and complete *the Works* for the *contract sum*, except to the extent that the *Contract* expressly allows an adjustment;
- (b) the provision of all materials, plant, labour and other services necessary for the proper completion of *the Works*, whether or not those items are expressly mentioned in the *Contract*; and
- (c) compliance with all of the *Contractor's* obligations under the *Contract*, including compliance with *directions* of the *Superintendent*.'

2B CONDUCT OF CONTRACTOR AND PERSONNEL

Insert a new clause 2B as follows:

'2B CONDUCT OF CONTRACTOR AND PERSONNEL

2B.1 **(General)** The *Contractor* must and must ensure that its *personnel* at all times whilst engaged in *WUC* act professionally and treat all of the *Principal's personnel*, other contractors and the general public respectfully and appropriately and comply with all of the *Principal's policies*.

2B.2 **(Conflict of interest)** The *Contractor* warrants and represents that as at the *date of acceptance of tender* the *Contractor* is not aware of any *conflict of interest*. The *Contractor* must not, and must ensure that its *personnel* do not, engage in any activity or obtain any interest which is likely to result in a *conflict of interest* during the *Contract* and must immediately notify the *Principal* in the event that a *conflict of interest* that has not previously been disclosed arises or is likely to arise.

- 2B.3 **(Improper Conduct)** The *Contractor* warrants and represents that neither the *Contractor* nor any of its *personnel* engaged in any *improper conduct* in connection with the *procurement process*. The *Contractor* must not, and must ensure that its *personnel* do not engage in any *improper conduct* in connection with the *Contract*.

3 PROVISIONAL SUMS

Insert the following at the end of clause 3:

'The *Superintendent* shall not be obliged to give a *direction* that any *provisional work*, or any particular part or quantity of *provisional work*, be carried out or supplied by the *Contractor*. The *Principal* may carry out or supply the whole or any particular part or quantity of *provisional work* itself or engage a third party to do so on its behalf. The *Contractor* shall not be entitled to any monetary compensation (whether for costs incurred, lost profit, lost overheads or otherwise) in connection with any *provisional work* (or any particular part or quantity of *provisional work*) which it is not directed to carry out or supply. Unless the *Contract* elsewhere provides how particular *provisional work* is to be valued, it shall be valued in accordance with this clause 3 as if it were identified as a *provisional sum*.'

5 SECURITY

Insert the following at the end of subclause 5.1:

'Where, due to adjustments made pursuant to the *Contract*, the *contract sum* is increased by more than 10%, the *Superintendent* may direct the *Contractor* to provide additional *security*. Unless the parties agree otherwise, the additional *security* shall be:

- (a) in the form stated in *Item 13*;
- (b) in an amount no more than is necessary to ensure that the total *security* held by the *Principal* is equivalent to the percentage stated in *Item 13(b)* of the *contract sum* as adjusted at the time of the *direction*; and
- (c) provided within 10 *business days* of the *Superintendent's direction*.

Delete the existing text of subclause 5.3 and replace with:

'The *Contractor* may at any time request the *Principal's* consent to substitute retention moneys or cash *security* with another form of *security*. The *Principal* may, at its absolute discretion give or withhold consent or give consent subject to such conditions as the *Principal* sees fit. To the extent that another form of *security* is provided, the *Principal* shall not deduct, and shall promptly release and return, retention moneys and cash *security*.'

7 SERVICE OF NOTICES

Insert an additional subclause 7(b)(iv) (together with any consequential amendments) at the end of subclause 7(b) as follows:

- (iv) the time at which an email comprising or attaching the notice or other document becomes capable of being retrieved and read by the addressee at the addressee's email address.

Notwithstanding anything else in this clause 7, where the *Contract* elsewhere prescribes the manner in which a particular notice is to be given, then such a notice shall only be deemed to have been given and received if given in the prescribed manner.'

8 CONTRACT DOCUMENTS

Delete the last paragraph of subclause 8.1 and replace with:

'The *Principal* shall not be liable upon any *claim* for compliance with a *direction*, under this subclause 8.1 unless the *direction* is a *compensable direction* and either:

- (a) the *direction* expressly states that it is a *compensable direction* pursuant to this subclause 8.1; or
- (b) the *Contractor* gives the *Superintendent* a written notice which identifies the *direction* and states that the *Contractor* considers that the *direction* is a *compensable direction* within 5 *business days* after the *direction* is given to the *Contractor*.

The *Contractor* must promptly give the *Superintendent* such additional information as the *Superintendent* reasonably requires in relation to a notice given under paragraph (b).

Subject to the *Contractor's* compliance with this clause and clause 41, if compliance with a *compensable direction* causes the *Contractor* to incur more cost than otherwise would have been incurred had the *direction* not been given, the difference shall be assessed by the *Superintendent* and added to the *contract sum*.

If compliance with any *direction* under this subclause 8.1 (including a *compensable direction*) causes the *Contractor* to incur less cost than otherwise would have been incurred had the *Contractor* not been given the *direction*, then the difference shall be assessed by the *Superintendent* and deducted from the *contract sum*.'

Insert the following at the end of subclause 8.6:

'The *Principal* may organise official media releases for publication in relation to the *Works*. The *Contractor* shall provide any assistance that may be reasonably requested by the *Principal* to facilitate the production of any such media releases.'

9 ASSIGNMENT AND SUBCONTRACTING

Insert the following at the end of subclause 9.2:

'For the purposes of this subclause 9.2, the subcontractors which the *Contractor* nominated in its tender (as amended by post-tender negotiation) are approved by the *Superintendent*. In considering whether to approve a request by the *Contractor* to use other subcontractors, the *Superintendent* may, in addition to any other matter which the *Superintendent* is entitled to consider, also take into account whether the proposed subcontractor is:

- (a) a local supplier (as defined in the *Principal's* procurement policy as published at the *date of acceptance of tender*); or
- (b) at least 50% owned by Aboriginal or Torres Strait Islander persons,

and if not, whether such a supplier is available to undertake the *work* which is proposed to be subcontracted.'

11A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

Insert new clause 11A as follows:

'11A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

- 11A.1 (**Portable Long Service Leave**) The party identified in *Item 19A* shall pay any levy payable and give any relevant notices pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld) in relation to *WUC*.
- 11A.2 (**Information Privacy**) The *Contractor* must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under the *Contract* as if the *Contractor* was the *Principal*. *Personal information* collected by the *Principal* in connection with the *Contract* is collected for the purposes of enabling the *Principal* to properly discharge its functions as a local government authority in connection with the *Contract* and may be accessible by and disclosed to *personnel* engaged to assist the *Principal* in doing so. *Personal information* will otherwise be dealt in accordance with the *Principal's* privacy policy. The *Principal* is authorised to collect *personal information* in accordance with the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) and related legislation.
- 11A.3 (**Goods and Services Tax**) If GST, as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), is imposed on any supply made pursuant to this *Contract*, the amount payable for the supply is to be increased by the amount of that GST. The party seeking payment must provide a tax invoice in the form required by the Act. If the payment is a progress payment to be made by the *Principal* to the *Contractor*, then the tax invoice shall be in the amount of the *Superintendent's progress certificate* issued pursuant to subclause 37.2.
- 11A.4 (**Local Government**) Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as a local government authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other *legislative requirement*.
- 11A.5 (**Compliance**) The *Contractor* must, and must ensure that to the extent relevant to them its *personnel*, in carrying out the *Contractor's* obligations under the *Contract*:
- (a) hold, maintain and are compliant with all requirements of, all necessary competencies, licences, accreditations, certifications, permits, clearances and other authorisations which are required:
 - (i) under contract;
 - (ii) pursuant to a *legislative requirement, third party requirement* or the *Principal's policies*; or
 - (iii) otherwise at law,
- for the *Contractor* to carry out its obligations under the *Contract*,

- (b) act consistently with, and do all things reasonably necessary to enable the *Principal* to comply with, applicable *legislative requirements*, the *third party requirements* and the *Principal's policies*;
- (c) not do, or permit to be done, anything which would cause the *Principal* to be in breach of any *legislative requirements*, the *third party requirements* or the *Principal's policies*;
- (d) notify the *Principal* immediately if it becomes aware of any breach of this subclause 11A.5; and
- (e) when directed to do so by the *Superintendent*, provide the *Superintendent* with such information and documentation evidence as the *Superintendent* reasonably requests to satisfy the *Superintendent* that the *Contractor* has complied with this subclause 11A.5.

11A.6 (**Indemnity**) The *Contractor* shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:

- (a) the *Contractor's* failure to comply with this clause 11A or to satisfy a *legislative requirement* as required by subclause 11.1;
- (b) any breach by the *Contractor* of its obligations under any *legislative requirement*; and/or
- (c) any enforcement of obligations imposed on the *Contractor* under any *legislative requirement*,

but the indemnity will be reduced to the extent that the act or omission of the *Principal* caused or contributed to the *claim* or loss.

11A.7 (**Interpretation**) In the event of any inconsistency, ambiguity, discrepancy or conflict in or between any obligation of the *Contractor* under subclauses 11A.1 to 11A.5, the *Contractor* must promptly notify the *Superintendent* who shall direct the *Contractor* as to the interpretation to be followed. In the absence of such a *direction*, the *Contractor* shall adopt the interpretation which places the higher or more onerous obligation on the *Contractor*.

15A LIABILITY

Insert a new clause 15A as follows:

'15A LIABILITY

15A.1 (**Limit and exclusion of liability**) Subject to subclause 15A.2, to the extent permitted by law:

- (a) the total aggregate liability of each party to the other in connection with the *Contract* (including in respect of any *claims*) shall not exceed the *liability limit*; and

- (b) neither party shall be liable to the other upon any *claim* for any *specified loss* unless and then only to the extent that the *Contract* expressly provides for that liability.

15A.2 (**Application of clauses**) Subclause 15A.1 does not apply to:

- (a) liability of the *Principal* to pay the *contract sum* as adjusted pursuant to the *Contract*;
- (b) liability of either party in connection with personal injury or death or damage to property;
- (c) liability of either party arising under an indemnity given under the *Contract* or as a result of an infringement of confidentiality or *intellectual property rights*, a deliberate breach or abandonment of the *Contract*, *wilful misconduct* or fraud or other criminal conduct;
- (d) liability of either party to the extent that the party is entitled to be indemnified under a policy of insurance required to be effected under the *Contract* or would have been so entitled if this clause 15A did not form part of the *Contract*, the party had effected and maintained the insurance policy in accordance with the *Contract*, complied with its obligations under the *Contract* and the policy, lodged and diligently pursued a claim under the policy and the insurer had remained solvent; or
- (e) liability of the *Contractor* to the extent that the *Contractor* is entitled to recover that liability from any other third party (including any subcontractor, consultant or supplier of the *Contractor*) or would have been entitled to recover that liability but for any act or omission of the *Contractor*,

and amounts referred to in paragraphs (a), (b), (c), (d) and (e) shall not be included in calculating whether the *liability limit* of a party has been reached.'

16 INSURANCE OF THE WORKS

Delete 'The insurance cover shall be for an amount not less than the aggregate of the:' and insert:

'The insurance cover shall be for an amount per occurrence of not less than the aggregate of the:'

In the second last paragraph of Alternative 1, delete 'be in the joint names of the parties' and insert 'be in the name of the *Contractor* and shall note the *Principal* as an interested party'.

17 PUBLIC LIABILITY INSURANCE

In Alternative 1, delete the existing text of subclause 17(a) and replace with:

- (a) be in the name of the *Contractor* with the *Principal* noted as an interested party;

20 SUPERINTENDENT

At the end of clause 20 insert:

'The *Contractor* acknowledges and accepts that the *Superintendent* and individuals appointed as *Superintendent's Representatives* under clause 21 may be employees of the *Principal* or may have a general commercial relationship with the *Principal* beyond the performance of the appointed roles under this *Contract*.'

23A KEY PERSONNEL

Insert a new clause 23A as follows:

'23A KEY PERSONNEL

Unless the *Superintendent* approves a change in key personnel in writing, the *Contractor* must provide the key personnel (if any) identified in *Item 21A* to perform the roles during the period or periods stated in *Item 21A* or where no period is stated, until the end of the last *defects liability period*.

24 SITE

Delete the first sentence of subclause 24.1 and insert:

'The *Principal* shall give the *Contractor* possession of sufficient of the *site* for commencement of *WUC* on *site* on the later of:

- (a) the expiry of the time in *Item 22*; and
- (b) 10 *business days* after the *Contractor* has:
 - (i) complied with subclause 19.1; and
 - (ii) given the *Superintendent* all other information and documentation and done all other things which the *Contract* elsewhere requires to be given or done before possession of the *site* is given.

Possession of the *site* may be non-exclusive.'

25 LATENT CONDITIONS

Delete '28 days' from subclause 25.3 and insert '5 *business days*'.

29 QUALITY

Delete the existing text of subclause 29.4 and insert:

'Instead of a *direction* pursuant to subclause 29.3 or clause 35, the *Superintendent* may direct the *Contractor* that the *Principal* elects to accept the subject *work*. Where the *Contract* elsewhere provides for an applicable reduced level of service for the subject *work*, then the *contract sum* shall be adjusted in accordance with such provisions. Otherwise, there shall be a deemed *variation*.'

31 WORKING HOURS

Delete the first sentence of clause 31 and replace with:

'The working hours and *workings days* for *work* on the *site* are stated in *Item 22A*.'

34 TIME AND PROGRESS

Delete '28 days' from paragraph (b) of subclause 34.3 and replace with '10 *business days*'.

Delete the first paragraph of subclause 34.4 and replace with:

'To the extent that delays caused by *qualifying causes of delay* overlap with delays caused by other causes of delay, the *Contractor* shall not be entitled to an *EOT*.'

Insert the following at the end of subclause 34.4:

'To avoid doubt, all *EOTs* shall be claimed and granted in *working days*.'

Delete the existing text of subclause 34.5 and replace with:

'Within 20 *business days* after receiving the *Contractor's* claim for an *EOT*, the *Superintendent* shall give to the *Contractor* and the *Principal* a written *direction* evidencing the *EOT* so assessed.

Notwithstanding that the *Contractor* is not entitled to or has not claimed an *EOT*, the *Superintendent* may at any time and from time to time before issuing the *final certificate*, in its absolute discretion and without any obligation to do so for the benefit of the *Contractor*, direct an *EOT*. The *Contractor* shall not be entitled to any monetary compensation (whether under clause 34A or otherwise) in connection with an *EOT* granted by the *Superintendent* pursuant to this paragraph.

Neither:

- (a) a delay caused by a *compensable cause*; nor
- (b) a failure by the *Superintendent* to grant a reasonable *EOT* or to do so within the time required under subclause 34.5,

will set the *date for practical completion* at large or render subclause 34.7 unenforceable and the legal principle known as the 'prevention principle' shall not apply to such a delay or failure. Nothing in subclause 34.5 shall affect the *Contractor's* right to damages for a breach of contract.'

Delete subclause 34.9.

34A DELAY COSTS

Insert a new clause 34A as follows:

'34A DELAY COSTS

For every *working day* the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay costs pursuant to subclause 41.1, the *Superintendent* shall, under subclause 41.3, certify as due and payable to the *Contractor*, such extra costs as are reasonably and necessarily incurred by the *Contractor* by reason of the delay up to a maximum per *working day* of the amount stated in *Item 26A*.

Nothing in this clause 34A shall oblige the *Principal* to pay extra costs for delay –

- (a) which has already been included in the value of a *variation* or any other payment under the *Contract*;
- (b) caused by inclement weather or its effects, even if that inclement weather or those effects would not have delayed the *Contractor* but for an earlier delay caused by a *compensable cause*;
- (c) to the extent that the *Contractor* has failed to take all reasonable steps to mitigate the delay or the extra costs incurred.'

36 VARIATIONS

At the end of subclause 36.1, insert:

'The *Principal* may itself perform or engage others to perform any *work* which is omitted pursuant to this subclause 36.1 without payment of monetary compensation to the *Contractor* for doing so. No *variation* shall invalidate or amount to a repudiation of the *Contract*.'

Delete the last sentence of subclause 36.2.

Delete the existing text of subclause 36.4 and replace with.

'The *Superintendent* shall, as soon as possible, price each *variation* using the following order of precedence:

- (a) prior agreement;
- (b) rates or prices in a *price schedule* to the extent that it is reasonable to use them;
- (c) *variation rates* (or where no applicable *variation rates* are included in the *Contract*, other applicable rates or prices in the *Contract*);
- (d) reasonable rates or prices, which shall include the percentage stated in *Item 27A* for profit, and if the *Superintendent* considers it reasonable to do so, the percentage stated in *Item 27A* for overheads,

and any deductions shall include the full value of the deducted *work* (including profit and overheads) unless the *Superintendent* considers it reasonable to exclude an amount for overheads, in which case the amount so excluded shall not exceed the percentage stated in *Item 27A* for overheads.

That price shall be added to or deducted from the *contract sum*, as the case may be.

For clarity, percentages for profit and overheads shall be calculated independently of each other, not cumulatively.

Notwithstanding anything else in this subclause 36.4 or elsewhere in the *Contract*, the *Principal* shall not be liable upon any *claim* in connection with an *informal variation direction* unless the *Contractor* gives the *Superintendent* a written notice which:

- (a) identifies the *informal variation direction*; and
- (b) states that the *Contractor* considers the *informal variation direction* is a *direction* for a *variation*,

within 5 *business days* after the *informal variation direction* is first given to the *Contractor*.'

37 PAYMENT

Delete the second paragraph of subclause 37.1, and insert:

'With each progress claim, the *Contractor* must submit the statutory declaration included in Annexure Part I, and any other documentation which the *Contract* elsewhere requires to be submitted with a progress claim.'

Delete the existing text of subclause 37.2 and insert:

'The balance remaining after all *required deductions* are deducted from the *claimable amount* shall be due from the *Principal* to the *Contractor*, or the *Contractor* to the *Principal*, as the case may be. The *Superintendent* shall, before the end of the *response period*, issue to the *Principal* and to the *Contractor* a *progress certificate* evidencing the *Superintendent's* opinion of that balance and, if that balance is different to the amount claimed by the *Contractor*, the reason for that difference.

If the *Contractor* does not make a progress claim in accordance with *Item 28*, the *Superintendent* may nevertheless issue the *progress certificate*.

Unless the *Principal* itself issues a *payment schedule* which complies with the requirements of the *security of payment legislation* within the timeframes permitted under that legislation, the *Superintendent's progress certificate* or *final certificate* (as the case may be) shall be deemed to be the *Principal's payment schedule*, and to the extent that it is necessary for the *Principal* to do so, the *Principal* authorises the *Superintendent* to receive progress claims and issue *payment schedules* on its behalf.

Subject to the following paragraph, if the *progress certificate* shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the *progress certificate* before the end of the *payment period*. If the *progress certificate* shows that an amount is due to the *Principal*, the *Contractor* shall pay the *Principal* the amount of the *progress certificate* within 15 *business days* after receiving the *progress certificate*.

If the *Superintendent* fails to include a *required deduction* in a *progress certificate*, then the *Principal* may nevertheless deduct that *required deduction* from the amount shown in the certificate and pay the balance (if any) to the *Contractor*.

Neither a *progress certificate* nor a payment of monies shall be evidence that the subject *WUC* has been carried out satisfactorily. Payment other than *final payment* shall be on account only.'

In the second paragraph of subclause 37.4, delete 'Within 42 days after the expiry of the last defects liability period' and insert 'Before the end of the *response period*'.

Delete the third paragraph of subclause 37.4 and replace with:

'If the *final certificate* shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the *final certificate* before the end of the *payment period*. Otherwise, the *Contractor* shall pay the *Principal* the amount of the *final certificate* within 15 *business days* after receiving the *final certificate*.'

39 DEFAULT OR INSOLVENCY

Delete the existing text of paragraph (e) of subclause 39.2 and insert:

- '(e) in respect of subclauses 37.1 and 38.1, failing to provide a statutory declaration or documentary evidence or providing a statutory declaration or documentary evidence which is false, misleading or deceptive in any material respect; and
- (f) failing to comply with an obligation under, warranty given or representation made in clause 2B;'

39A TERMINATION FOR CONVENIENCE

Insert a new clause 39A as follows:

39A TERMINATION FOR CONVENIENCE

39A.1 (**Right to terminate**) The *Principal* may at any time, and for any reason, in its absolute discretion, terminate this *Contract* by giving written notice to the *Contractor*.

39A.2 (**Obligations and rights after termination**) If the *Principal* exercises its right under this clause 39A, then:

- (a) the *Contractor* must comply with all reasonable *directions* of the *Principal* in connection with the termination;
- (b) the *Principal* may complete the uncompleted part of *WUC* itself or have it completed by others; and
- (c) the *Principal* may, without payment of compensation to the *Contractor*, take possession of and use any documents (including design documents) and any goods which have become the property of the *Principal* and the *Principal* shall have a right of access to any premises at which those things are held in order to recover possession of those things.

39A.3 (**Payment on Termination**) The *Superintendent* shall issue a certificate evidencing, and the *Principal* shall, subject to the *Contract*, pay the *Contractor*:

- (a) the same payments that would have been payable if the *Contract* was frustrated under clause 40 with references to 'frustrated' and 'frustration' in clause 40 being read as references to 'terminated' and 'termination' respectively; plus
- (b) an additional amount equal to 5% of the balance of the *contract sum* remaining after deducting all amounts paid or payable to the *Contractor* pursuant to the *Contract* (including under subclause 39A.3(a)),

except that the total amount payable to the *Contractor* under the *Contract* shall not exceed the amount which would have been payable had the *Contract* not been terminated and the *Contractor* completed *WUC* in accordance with the *Contract*. The *Principal* shall not be liable upon any other *claim* in connection with the termination.'

39B PRINCIPAL'S RIGHTS ON FAILURE OF CONTRACTOR TO CARRY OUT AN OBLIGATION

Insert new clause 39B as follows:

'39B PRINCIPAL'S RIGHTS ON FAILURE OF CONTRACTOR TO CARRY OUT AN OBLIGATION

Without limiting the *Principal's* other rights, where the *Contractor* fails to carry out any obligation under the *Contract* (including the obligation to comply with a *direction* of the *Superintendent*) the *Principal* may, after giving five *business days* notice (unless urgent action is required, in which case the *Principal* need not give notice) to the *Contractor*, carry out that obligation itself or have it carried out by others. If the *Principal* incurs more cost in carrying out the obligation itself, or having it carried out by others than it would have incurred if the *Contractor* had carried out the obligation then those additional costs shall be a debt due and payable by the *Contractor* to the *Principal* and shall be certified as such by the *Superintendent*. The *Principal* shall be entitled to have access to the *site* and any other place where an obligation under the *Contract* is to be carried out in order to exercise the rights provided by this clause 39B.'

41 NOTIFICATION OF CLAIMS

Delete the first paragraph of subclause 41.1 and replace with:

'References in clause 41 to a 'claim' are to be taken as references to a '*claim*' whether or not the term is italicised.'

In subclause 41.2, delete 'a party' and replace with 'the *Principal*' and delete 'the other party' and replace with 'the *Contractor*'.

Insert the following at the end of subclause 41.2:

'Notwithstanding any other provision of the *Contract*, the *Principal* shall not be liable upon any *claim* by the *Contractor*.

- (a) which is required to be communicated in accordance with another provision of the *Contract* unless the *claim* has been communicated strictly in accordance with that provision;
- (b) to which subclause 41.1 applies unless the *Contractor* has given the *Principal* a *prescribed notice* within 45 *business days* after first becoming aware of the circumstances giving rise to the *claim*.'

Insert the following at the end of subclause 41.3:

'For clarity, within 49 days of receipt of a *prescribed notice*, the party receiving a *prescribed notice* may give the *Superintendent* and the other party submissions in respect of the *claim* and the *Superintendent* shall be entitled to consider those submissions in assessing the *claim*.'

42 DISPUTE RESOLUTION

In subclause 42.2:

Delete 'or to agree on methods of doing so' from the first paragraph.

Delete 'or methods' from the first paragraph.

Delete 'arbitration' from the second paragraph and insert:

'mediation which shall be conducted in accordance with the mediation rules published by the Resolution Institute current as at the *date of acceptance of tender*'.

Delete the existing text of subclause 42.3 and insert 'Not used'.

In subclause 42.4 delete 'herein' and insert 'in subclauses 42.1 and 42.2'

Insert a new subclause 42.5 as follows:

'42.5 Disputing a direction of the Superintendent

Notwithstanding anything else in this clause or elsewhere in the *Contract*, unless a notice of *dispute* disputing a *direction* of the *Superintendent* is given in accordance with subclause 42.1 within *25 business days* after the *direction* is given:

- (a) the *Contractor* will be deemed to have irrevocably accepted the *direction* and shall be barred from disputing the *direction* under this *Contract* or otherwise; and
- (b) the *Principal* shall not be liable upon any *claim* that is inconsistent with the *direction*.'

Annexure Part D – Drawings/Maps

Annexure Part D – Drawings/Maps

[DELETE THIS PAGE AND INSERT DRAWINGS IN EXECUTION COPY OF CONTRACT]

Annexure Part E – Specification

Annexure Part E – Specification

[DELETE THIS PAGE AND INSERT SPECIFICATION IN EXECUTION COPY OF CONTRACT]

Annexure Part F – Methodology

Annexure Part F – Methodology

[DELETE THIS PAGE AND INSERT SPECIFICATION IN EXECUTION COPY OF CONTRACT]



Annexure Part G – Price Schedule

Annexure Part G – Price Schedule

[DELETE THIS PAGE AND INSERT PRICE SCHEDULE IN EXECUTION COPY OF CONTRACT]

Annexure Part H – Variation Rates

Annexure Part I – Contractor's Statutory Declaration

Oaths Act 1867
STATUTORY DECLARATION

QUEENSLAND
TO WIT

I, _____ of _____ in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between Etheridge Shire Council and _____ (**Contractor**), for the _____ (**Contract**):

1. I hold the position of _____. Having made all reasonable inquiries, I am in a position to know the facts contained herein and am duly authorised by the Contractor to make this declaration on its behalf.
2. All subcontractors, suppliers, and consultants ('subcontractors') of the Contractor have been paid all that:
 - (a) _____ is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract; and
 - (b) _____ the subcontractors have claimed is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract,

except as disclosed in paragraph 3.

3. The Contractor has not paid the following amounts which are due and payable to subcontractors or which subcontractors claim are due and payable to them:

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

4. All the Contractor's employees who at any time have been engaged on work under the Contract by the Contractor have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted (including, without limitation building industry superannuation and long service leave levies), except as disclosed in paragraph 5.

5. The Contractor has not paid the following amounts which are due and payable to workers:

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

6. All subcontracts and employee agreements are in accordance with applicable law and any specific requirements in the Contract.
7. The Contractor is not aware of any current or potential legal action against it which it has not previously disclosed to the Principal.
8. The Contractor remains able to pay its debts as and when they become due and payable. None of the events described in subclause 39.11(a), (b), (c) or (d) of the AS4000-1997 General Conditions of Contract (or any analogous event) has occurred in relation to the Contractor since the date on which the Contractor submitted its tender for the Contract to the Principal.
9. No non-conforming building products (as that term is defined in the *Queensland Building and Construction Commission Act 1991* (Qld) or building products the subject of a warning statement issued by the Minister have been incorporated into the works.

10. All insurances which are required to be effected and maintained under the Contract remain in place.

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

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

 Solicitor Justice of the Peace
 Commissioner for declarations

Signature of Deponent

Annexure Part J – Other Documents

Annexure Part J – Other Documents

[DELETE THIS PAGE AND INSERT OTHER DOCUMENTS IN EXECUTION COPY OF CONTRACT]



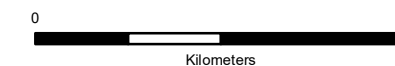
Legend

- Pegged Quarry Site
- ▲ Camp location
- TMR Road
- Airstrip Back Road
- Cobbold Gorge Road
- Forsayth Dump access
- Forsayth Road
- Georgetown Airstrip Road
- Robin Hood Road
- Talaroo Road
- Vanlee Road
- Flood Zone

Etheridge Shire Council Flood Zone Haulage on nominated routes

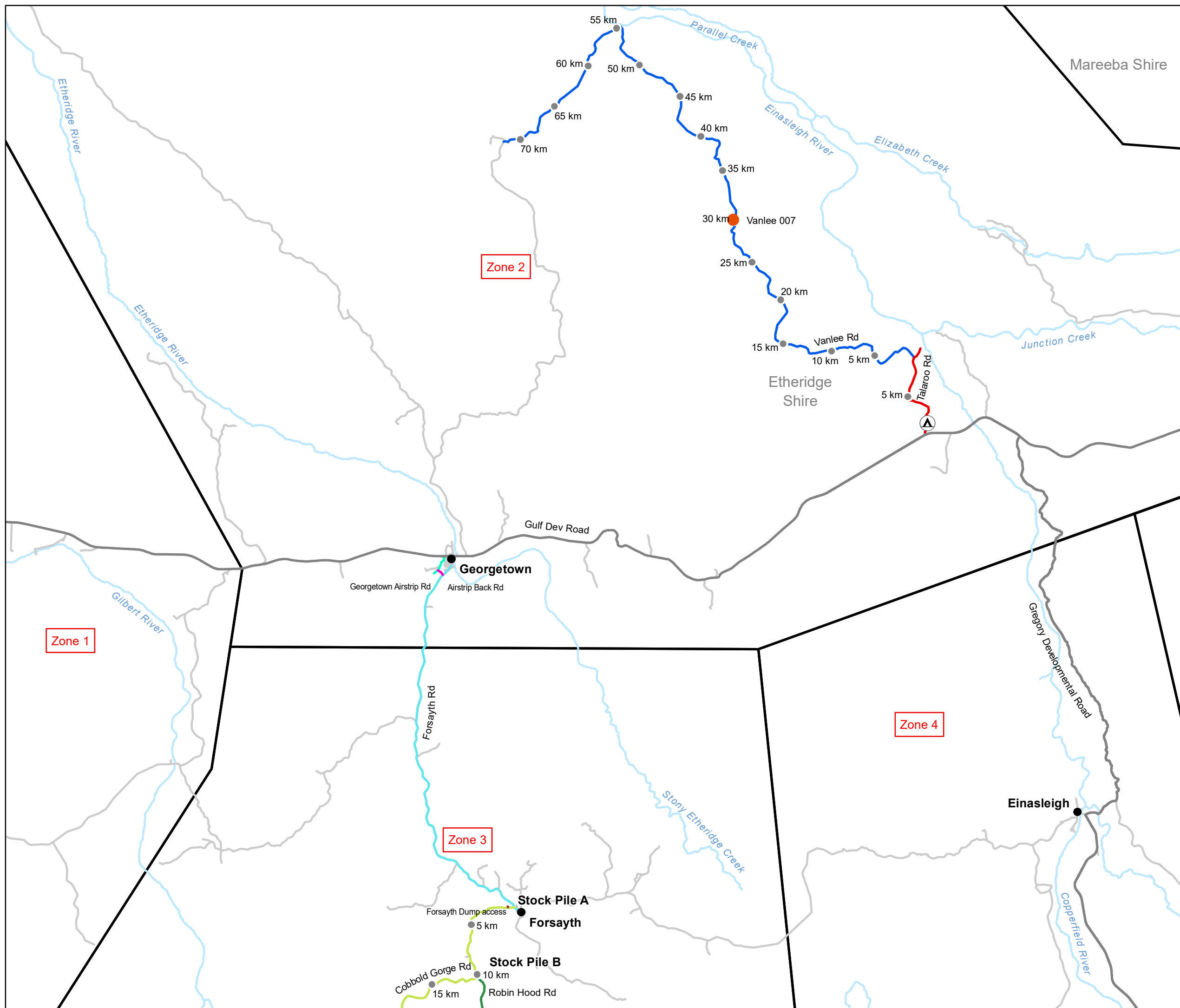
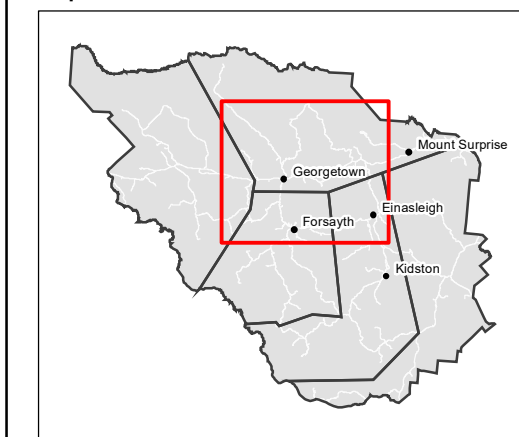


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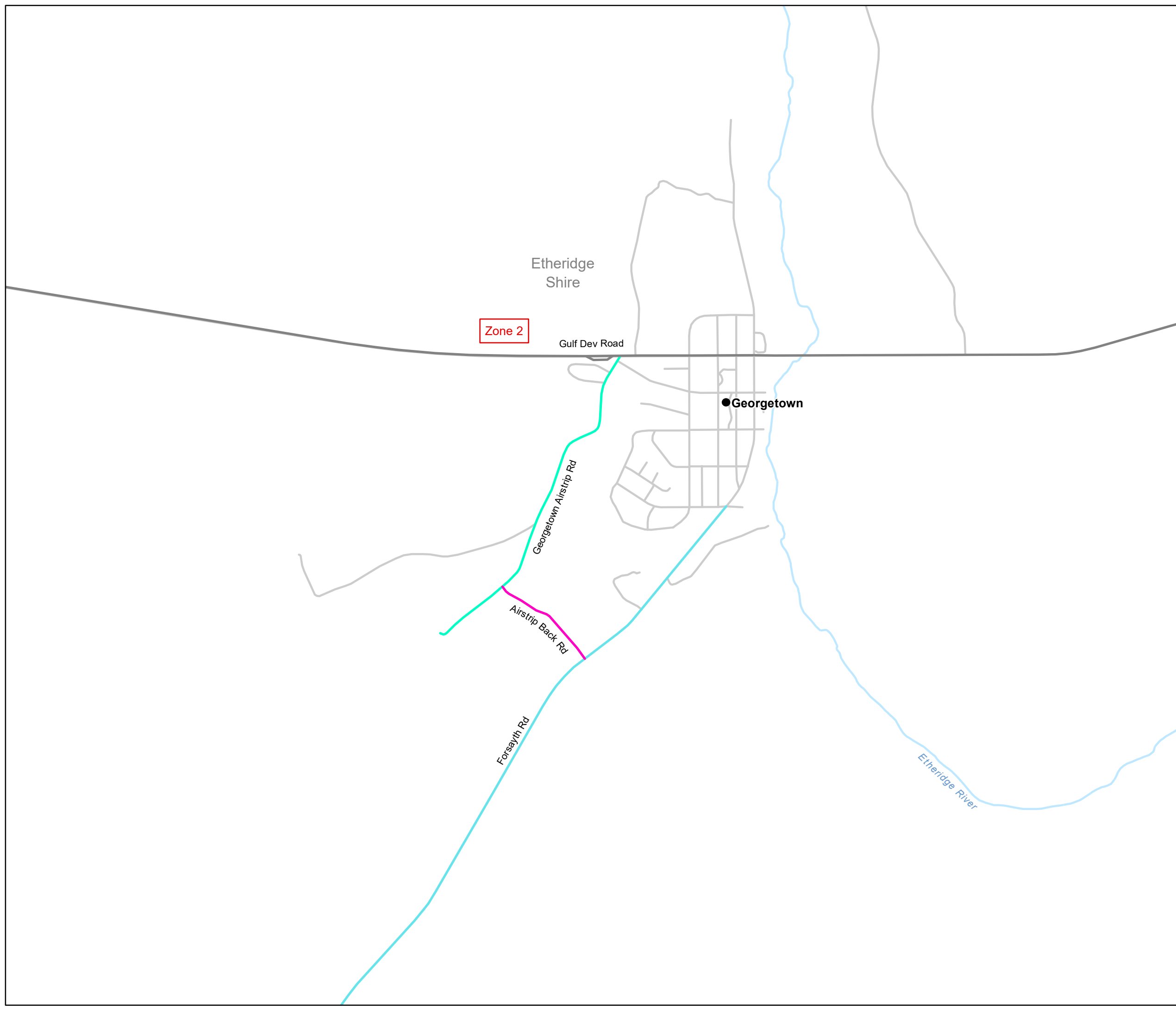
Map Location





Legend

-  Pegged Quarry Site
-  Camp location
-  TMR Road
-  Airstrip Back Road
-  Cobbold Gorge Road
-  Forsayth Dump access
-  Forsayth Road
-  Georgetown Airstrip Road
-  Robin Hood Road
-  Talaroo Road
-  Vanlee Road
-  Flood Zone



Etheridge Shire Council Flood Zone Haulage on nominated routes

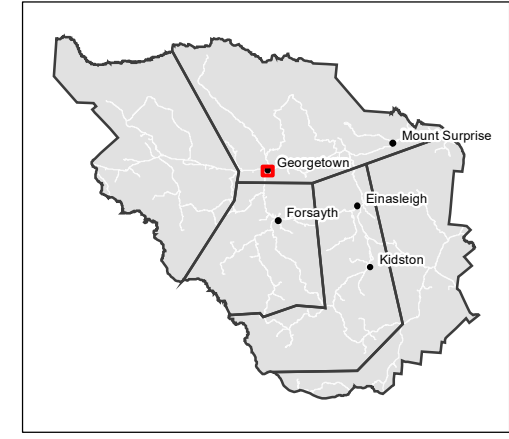


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Map Location





Legend

-  Pegged Quarry Site
-  Camp location
-  TMR Road
-  Airstrip Back Road
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-  Forsayth Dump access
-  Forsayth Road
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-  Flood Zone

Etheridge Shire Council Flood Zone Haulage on nominated routes

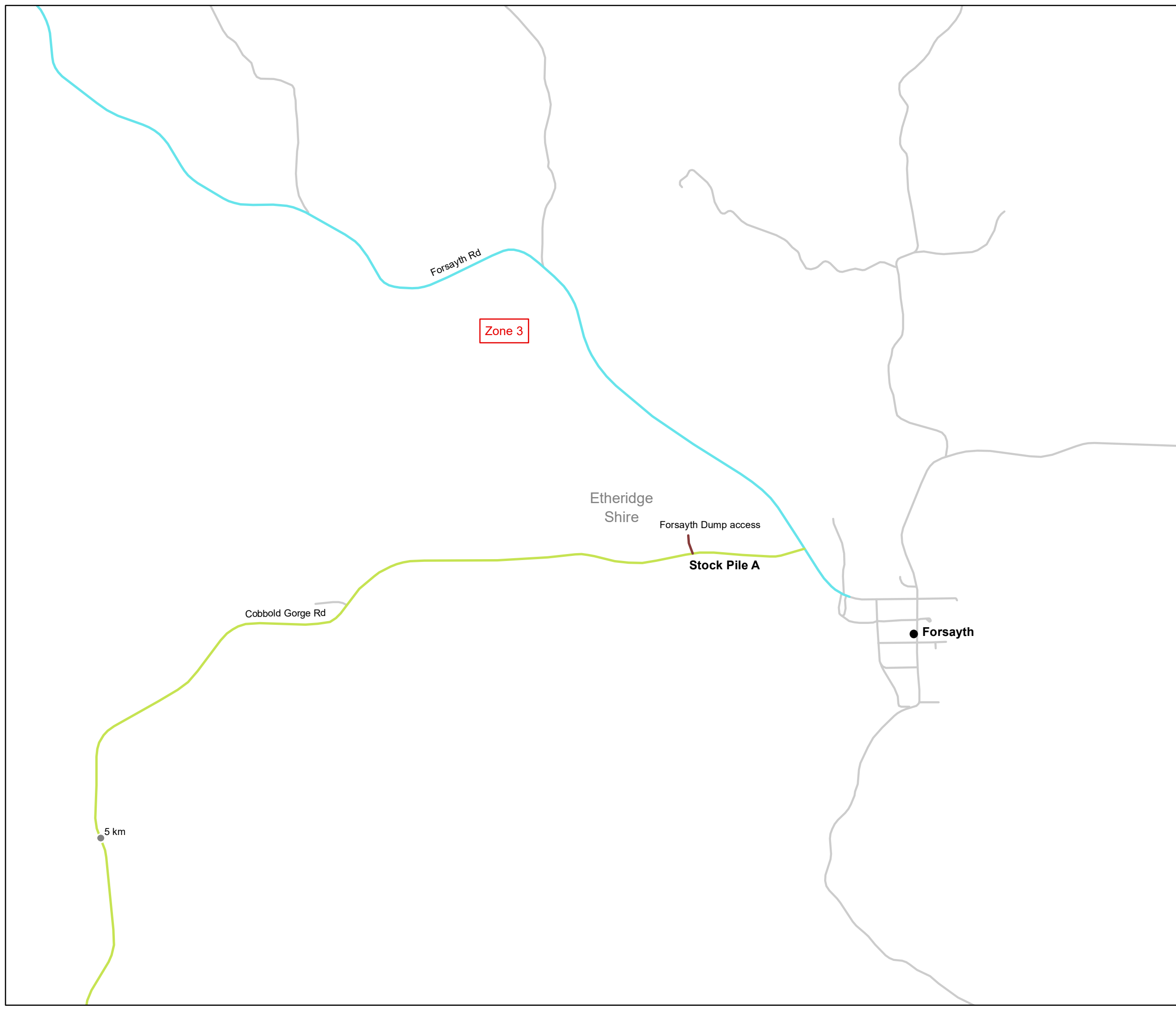
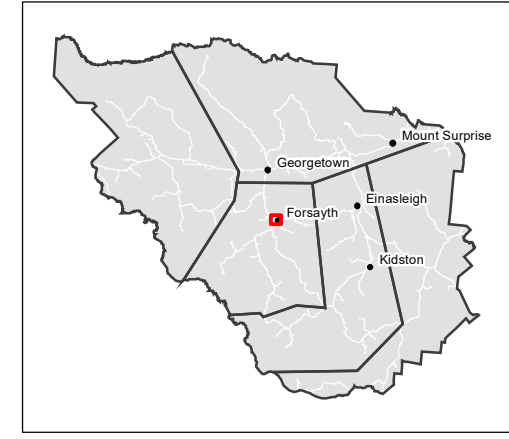


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Map Location





RESPONSE SCHEDULES

Zone 3 gravel Push for QRA 2023 rehabilitation Works

CONTRACT NO.: ESC-Q 2023-005

Notice to Tenderer: Collection, Use and Disclosure of Information

1. Information Privacy

1.1 The Principal collects personal information and non-personal information in the Tender so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) (**LGA**) and the Local Government Regulation 2012 (Qld). The information in the Tenderer's Tender will be accessible by employees of the Principal and third party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Tender may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) (**LGR**) and the Right to Information Act 2009 (Qld) (**the RTI Act**) as described below.

2. Publication and display of relevant details under Local Government Regulation

2.1 The LGR provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display relevant details of the contract in a conspicuous place in the Principal's office. The relevant details must be published or displayed in this manner for a period of at least 12 months.

2.2 The Principal may also be required to make documentation and information contained in, or provided by the Tenderer in connection with, a Tender (including documentation and information identified by the Tenderer as confidential) publicly available where that documentation or information is:

- (a) discussed in a local government meeting (as that term is defined in the LGA (**Local Government Meeting**));
- (b) included in a report or other document that:
 - (i) relates to an item on the agenda for a Local Government Meeting and is made available to councillors or committee members for the purposes of the meeting;
 - (ii) is directly relevant to a matter considered or voted on at a Local Government Meeting; or
 - (iii) is presented at a Local Government Meeting for the consideration or information of the local government or committee; or
- (c) otherwise required to be disclosed pursuant to a provision of the LGA or the LGR.

3. Disclosure under Right to Information Act

3.1 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The RTI Act requires that documents be disclosed upon request, *unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by a Tenderer in connection with a Tender is potentially subject to disclosure to third parties, including documentation and information identified by the Tenderer as confidential. Any application for disclosure will be assessed in accordance with the terms of the RTI Act.*

3.2 Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:

- (a) the name and address of the Principal and the successful Tenderer;
- (b) a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;
- (c) the date of award of the contract (including the relevant stages if the contract involves more than one stage);
- (d) the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of Tenders);
- (e) the procurement method used; and
- (f) for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between the Principal and the Tenderer.

Tender Overview and Checklist

The Tenderer is to attach this checklist and all the documents and information stated in the table below, to its Tender. A Tender which does not include this checklist and all of the information below may be treated as a Non-Conforming Tender. Terms which are capitalised but not defined in these Response Schedules have the meaning assigned to them in the written request for tender documents which were issued or made available to the Tenderer with these Response Schedules.

Item	Included – Yes ✓	Included – No X
Tender Form	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A – Tenderer Details, Conflict of Interest and Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A1 – Tenderer Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A2 – Tenderer’s Representative	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A3 – Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A4 – Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B – Financial Details and Solvency	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B1 – Financial Details of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B2 – Solvency of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C – Insurances	<input type="checkbox"/>	<input type="checkbox"/>
Schedule D – Business Profile (Local, Social and Sustainability)	<input type="checkbox"/>	<input type="checkbox"/>
Schedule E – Experience and Technical Capacity	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F – Key Personnel, Subcontractors, Suppliers and Consultants	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F1 – Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F2 – Subcontractors, Suppliers and Consultants	<input type="checkbox"/>	<input type="checkbox"/>
Schedule G – Resources	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H – Management Systems	<input type="checkbox"/>	<input type="checkbox"/>

Item	Included – Yes ✓	Included – No X
Schedule H1 – Work Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H2 – Environmental Management	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H3 – Quality Assurance	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H4- Traffic Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule H5- Fatigue Management system	<input type="checkbox"/>	<input type="checkbox"/>
Schedule I – Work procedures and methodology	<input type="checkbox"/>	<input type="checkbox"/>
Schedule J – Works Under Contract- wet hire local content	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K – Pricing and Cash Flow	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K1 – Pricing	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K2 – Cash Flow Projection	<input type="checkbox"/>	<input type="checkbox"/>
Schedule L – Statement of Departures	<input type="checkbox"/>	<input type="checkbox"/>
Schedule M	<input type="checkbox"/>	<input type="checkbox"/>
Schedule N – Additional Information	<input type="checkbox"/>	<input type="checkbox"/>
Schedule O – Not used	<input type="checkbox"/>	<input type="checkbox"/>
Schedule P – Not used	<input type="checkbox"/>	<input type="checkbox"/>
Schedule Q – Not used	<input type="checkbox"/>	<input type="checkbox"/>

Tender Form

Zone 3 Gravel Push for QRA 2023 Rehabilitation Works
Contract Number: ESC-Q-2023-005

TENDERER: [TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER]:

1. [TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER] lodges a Tender for the provision of [DESCRIBE GOODS AND/OR SERVICES] in accordance with the Tender Documents, incorporating:
 - (a) the Request for Tender; and
 - (b) the following Addenda:

3. acknowledges that it has read and understood the Tender Documents and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in the Tender Documents or any part of them; and

4. acknowledges that this Tender remains valid and open for acceptance until the end of the Tender Validity Period.

5. acknowledges that the tender is non-collusive and competitive with no knowledge of price or other offers of tenders submitted by competitors.

Signed for and on behalf of the Tenderer by:

Name: [TENDERER TO INSERT NAME OF SIGNATORY] _____
Position: [TENDERER TO INSERT POSITION OF SIGNATORY] _____
Signature: [TENDERER TO SIGN] _____
Date: [TENDERER TO INSERT DATE] _____

who warrants that they are duly authorised to sign for and on behalf of [TENDERER TO INSERT NAME OF TENDERER]

Note: The Tender Form is to be signed for and on behalf of the Tenderer by a person or persons having full authority to bind the Tenderer for the purposes of the Tender and evidence of such authority must be provided on request.

Schedule A – Tenderer Details, Conflict of Interest and Legal Matters

Schedule A1 – Tenderer Details

Name of Tenderer:

Head Office Address:

Local Branch Office Address:

ABN or ACN:

Trading As:

QBCC Licence No. (if applicable):

QBCC Licence Category (if applicable):

Telephone Number:

Name of Directors:

Name of Manager:

Name of Secretary:

Name of Parent Company:

Names of Subsidiary and Associated
Companies:

Is the Tenderer acting as a trustee of a Trust?

Name and Details of Tenderer's Trust*

Trust Name:

Names and addresses of all of beneficiaries:

* **Note:** The Tenderer is to include a copy of the trust deed, tick if attached: Yes No

Schedule A2 – Tenderer’s Representative

Please identify the person who will be the Tenderer’s representative during the Procurement Process.

Name of Representative:

Office Number:

Mobile Number:

Email address:

Postal Address:

Schedule A3 – Conflict of Interest

Will any actual or potential conflict of interest in the performance of the Tenderer’s obligations exist if the Tenderer is engaged to carry out the whole or part of the Scope during the Term, or are any such conflicts of interest likely to arise during the life of the contract? Yes No

If Yes, please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:

[Click once and start typing]

Schedule A4 – Legal Matters

Please provide details of any significant outstanding legal matters affecting the Tenderer or any significant legal disputes involving the Tenderer settled or determined in the last three (3) years.

Nature of legal matter	Status of legal matter	Date resolved (if resolved)

Note: This is a mandatory schedule. If there are no legal matters to note please indicate “Not Applicable”.

Schedule B – Financial Details and Solvency

Schedule B1 – Financial Details of Tenderer

The Tenderer must provide the details below. The Tenderer must verify the responses noted in this Schedule by providing an independent auditor's report for the last 3 financial years.

Item	Last 3 financial years ending June 30:		
	2019/2020	2020/2021	2021/2022
1. Turnover (revenue) including contract receipts			
2. Direct expenses			
3. Gross profit			
4. Operating expenses			
5. Net profit			
6. Current Assets <ul style="list-style-type: none"> - Cash - Trade debtors - Inventory - Other 			
7. Current liabilities <ul style="list-style-type: none"> - Trade creditors - Provisions: <ul style="list-style-type: none"> i. Employee entitlements ii. Income tax - Other 			
8. Working capital (Item 6 minus Item 7)			
9. Non-current assets <ul style="list-style-type: none"> - Loans - Investments - Property, plant and equipment 			
10. Non-current liabilities <ul style="list-style-type: none"> - Loans - Creditors - Provisions - Other 			
11. Net assets (Item 8 plus Item 9 minus Item 10)			
12. Shareholders/proprietors funds <ul style="list-style-type: none"> - Share capital - Reserves - Accumulated profits/losses 			

Item	Last 3 financial years ending June 30:		
	2019/2020	2020/2021	2021/2022
(Total of Item 11 should equal total of Item 12)			

Schedule B2 – Solvency of Tenderer

Item	Tick Yes or No
1. Is the Tenderer currently, or has the Tenderer at any time in the last 5 years been, unable to pay its debts as and when they become due and payable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Is a liquidator or provisional liquidator currently appointed in respect of the Tenderer or has one been appointed in respect of the Tenderer in the last 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Is, or at any time in the last 5 years has, a controller, manager, trustee, receiver, receiver and manager, administrator or similar officer been appointed to the Tenderer or any asset of the Tenderer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. In the last 5 years, has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting convened or a resolution passed, for the purpose of: <ul style="list-style-type: none"> - appointing a person referred to in paragraphs 2 or 3; - winding up or de-registering a party; or - proposing or implementing a scheme of arrangement 	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. In the last 5 years has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting is convened, a resolution is passed or any negotiations commenced, for the purpose of implementing or agreeing: <ul style="list-style-type: none"> - a moratorium of debts of any party; - any other assignment, composition or arrangement (formal or informal) with a party's creditors; or - any similar proceeding or arrangement by which the assets of a party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee, - or any agreement or other arrangement of the type referred to in this paragraph 5 been ordered, declared or agreed. 	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule C – Insurances

The Scope describes the insurance requirements for the project. The Tenderer is to provide details of the following insurances and attach certificates of insurance for the following:

WORKERS COMPENSATION

Policy Number:

Expiry Date:

PUBLIC AND PRODUCT LIABILITY

The Principal to be noted as an interested party on the policy.

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

PROFESSIONAL INDEMNITY (if required by the Scope)

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

THIRD PARTY AND COMPREHENSIVE MOTOR VEHICLE INSURANCE (for each vehicle used by the Tenderer in performing its obligations in connection with the Tender) (if required by the Scope)

Insurance Company:

Policy Number:

Expiry Date:

PLANT AND EQUIPMENT INSURANCE (for each item of plant used by the Tenderer in performing its obligations in connection with the Tender) (if required by the Scope)

Insurance Company:

Policy Number:

Expiry Date:

Schedule D – Business Profile (Local, Social and Sustainability)

The Tenderer is to provide the following information

- Locality of Tenderer or service facility;
- Knowledge of the region and the operation of the Principal;
- Describe any social benefits provided to the local community if your company was awarded the contract;
- Provide details on any established programs within your company for traineeships, scholarships or apprenticeships.
- Describe any Indigenous employment initiatives and targets.
- Describe any disability employment initiatives and targets, fostering access and inclusion in the workplace.
- Provide details on your company's organisational environmental values and how your company integrates consideration of environmental factors into your operational activities.
- Outline sustainable items or practices that will be utilised in relation to the Scope;
- Describe the training your company provides to their employees to ensure they are aware of, and committed to environmental awareness, sustainable practices and waste reduction; and
- Detail the extent of parts of the Scope to be supplied by suppliers from the Principal's Local Government Area and express as a percentage of the Price.

Schedule E – Experience and Technical Capacity

Provide details of the provision of goods and/or services like those identified in the Scope currently underway by the Tenderer:

Project Name	Scope Performed Relevant to this Tender	Amount of Contract (\$AUD)	Start Date	Anticipated Completion Date
		\$		
		\$		
		\$		

Please provide details of the provision of goods and/or services similar to those identified in the Scope by the Tenderer in the last 5 years:

Project Name	Scope Performed Relevant to this Tender	Amount of Contract (\$AUD)	Client Name and Contact Details
		\$	
		\$	
		\$	

Schedule F – Key Personnel, Subcontractors, Suppliers and Consultants

Schedule F1 – Key Personnel

The Tenderer is to provide the following in relation to its key personnel for this Tender

- (a) Details of key personnel and their roles/functions, experience, and capability in the performance of similar scope. List demonstrated experience and ability to respond to problems and performance issues. This is required for the following key personnel:
 - Supplier's Representative
 - [insert]
- (b) Curriculum Vitae (one-page CVs) of key personnel including listing previous experience in performing similar scope, role undertaken, qualifications/certifications held, and memberships of any professional or business associations.
- (c) Details of organisational structure for the Scope to be undertaken.
- (d) Details of alternative staff and their experience and capability in the performance of the Scope should any of the proposed key personnel not be available to undertake the Scope.
- (e) Details of plant, equipment and materials to deliver the Scope. List contingency measures / back up of resources for plant, equipment and materials.

Schedule F2 – Subcontractors, Suppliers and Consultants

The Tenderer is to complete the following to describe those parts of the Scope that the Tenderer proposes to subcontract.

Part of Scope	Subcontractor / Supplier / Consultant Name and Address	Relevant Experience

(Include additional sheets if there is insufficient space provided)

Schedule G – Resources

The Tenderer is to provide details of plant, equipment and materials which it will use in delivering the Scope.
List contingency measures /back up of resources for plant, equipment and materials.

Schedule H – Management Systems

Schedule H1 – Work Health and Safety

This Schedule forms part of the tender evaluation and is to be completed by the Tenderer.

The Tenderer must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of relevant policies, procedures, certificates etc. that provides evidence of their ability and capacity to effectively manage their WHS responsibilities for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for work health and safety, e.g. to AS/NZS 4801 or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
2. Does your business or organisation have a random drug and alcohol Policy? <i>(Attach a copy of your Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1 AND 2, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 3 TO 9.	
3. Does the Tenderer have an internal work health and safety management system or plan (not third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does your business or organisation have documented safe work methods statements (SWMS) and other procedures for all identified high-risk work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Does your business or organisation have appropriate systems and/or documented procedures for reporting of incidents and hazards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Is there a person appointed to look after health and safety in the workplace?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, state person's name and position: Name: Position:	
7. Are all employees aware of their obligations for personal protective equipment (PPE)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Does your business or organisation have current and appropriate qualifications, licences to undertake each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Item	Tick Yes or No
9. Does your business or organisation undertake appropriate on site induction and training relevant to each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Workplace Health and Safety Record	Tick Yes or No
1. Has your business or organisation been issued any improvement, infringement or prohibition notices by any workplace health and safety regulator in the past two years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Has your business or organisation been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have any of the directors of your business or organisation or the Key Personnel listed in Schedule F1 been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Is your business or organisation currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or has your business or organisation been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are any of the directors of your business or organisation or the Key Personnel listed in Schedule F1 currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or have any of them been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. In the last five years, have any fatalities occurred on a site where your business or organisation was the head contractor?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule H2 – Environmental Management

The Tenderer is to complete and attach this Schedule to its Tender. The purpose of this Schedule is to provide an overview of the status of the Tenderer's construction environmental management plan (EMP) documents and procedures. Tenderers must provide details of environmental management systems, or processes and procedures

The Tenderer must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of the project site specific environmental management plan, site-specific cultural heritage protection searches and any other documented evidence on request by the Principal.

1. Has your business or organisation been third party certified for environmental management systems e.g. ISO 14000 series or other?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by whom: Certificate Number: <i>(Attach a copy of Accreditation Certificate)</i>	
2. Does the Tenderer have an internal environmental management system? <i>(If yes, attach evidence such as a copy of the manual)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is the Tenderer aware of the relevant provisions within the Principal's environmental policy and will commit to the requirements of the environmental policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the Tenderer aware of the environmental & cultural heritage protection requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Is the Tenderer aware of the biosecurity requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Schedule H3 – Quality Assurance

The Tenderer is to complete and attach this Schedule to its Tender.

The Tenderer must, if and when requested to do so by the Principal, verify the responses noted in this Schedule by providing copies of relevant quality policies, procedures, certificates etc. that provides evidence of their quality requirements for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for Quality, e.g. to ISO 9001 series or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 2 TO 6.	
2. Does the Tenderer have an internal quality system or plan (not third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Does the Tenderer have a quality policy? <i>(If yes, attach evidence of the Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does the Tenderer have documented quality procedures? <i>(If yes, attach evidence or copy of the procedures)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are records of inspection, test and other quality assurance or quality control activities maintained and quality records kept for each specific project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Does the Tenderer undertake internal quality audits on a project or contract specific basis?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Schedule I – Work procedures and methodology

The Tenderer is to provide with its Tender a statement of its proposed arrangements, procedures and methodologies to be adopted by it in carrying out the Scope. In doing so, this statement is to address the following points:

- (a) a brief overview of the methodology proposed by the Tenderer for the execution of the Scope;
- (b) an understanding of the project objectives and deliverables.
- (c) how it will identify potential problems that may arise during performance of the Scope;
- (d) how it will overcome any such problems. Provide potential solutions to those problems;
- (e) identify construction/project risks and strategies for management and mitigation of these risks;
- (f) non-conformance management proposed;
- (g) provide a summary of any cost saving initiatives or opportunities that you have identified or recommend;
- (h) provide a summary of innovative procedures or any other innovation that you recommend or offer during the course of performance of the Scope.
- (i) details of how it proposes to co-ordinate and work with the Principal's staff and with other contractors which might be retained by the Principal on the same Site:
 - A. for the duration of the Scope; and
 - B. in respect to any shutdowns of the Principal's facilities which may occur during the course of its performance of the Scope.

Schedule K – Pricing and Cash Flow

Schedule K1 – Pricing

This Schedule is attached separately and is to be completed and returned in **Excel format** with the Tender submission.

Schedule K2 – Cash Flow Projection

The Tenderer is to provide a cash flow projection schedule.

The schedule is to

- (a) provide anticipated monthly progress claims for the duration of the Contract inclusive of accumulative totals; and
- (b) be consistent with any program included in the Tender.

Schedule L – Statement of Departures

The Tenderer shall give details of any proposed amendments, qualifications or departures to the Contract contained in Part 4 – Contract or the scope contained in Part 5 – Scope of the Request for Tender, in the attached schedule, including:

1. the amendment, qualification or departure proposed;
2. the reason for proposing the change; and
3. the effect on the Tenderer's rates, prices or sums if the amendment, qualification or departure is accepted.

The Tenderer's Tender is subject to the following amendments, qualifications or departures:

Part, Clause or Item	Amendments, Qualifications or Departure	Reduction or increase in rates, prices or sums (\$AUD) if amendment, qualification or departure is accepted.*		
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$
		[IDENTIFY RATE, SUM OR PRICE]	[[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']]	\$

* **Note:** If nothing stated, the Tenderer warrants that the amendment, qualification or departure will have no effect on the Price.

** **Note:** delete whichever is not applicable

Schedule M – FEE SCHEDULE OF RATES

The Tenderer must complete the attached Fee Schedules detailing its proposed rates and Provisional Items for carrying out the Services.

Tenderers should ensure that the rates allow for all the matters which the Contract provides are allowed.

Refer to Bill Quantity - Appendix B

RATES

Item					
Make good pit access/fencing/gates at site (maintain existing condition)					
Clear, Grub site to allow extraction, remove top-soil to stockpile for reuse and rehabilitation purposes					
Rip and Push gravel into stockpiles for easy load-out operations by others. Loose quantity					
Provide site drainage, and rehabilitation topsoil spreading to demobilise from site.					
Haulage and stockpile to site A					
Haulage and stockpile to site B					

Schedule N – Additional Information
