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**ERUB FISHERIES MANAGEMENT TORRES STRAIT ISLANDER
CORPORATION (EFMA)**

REFURBISHMENT OF FISHERIES PROCESSING BUILDING

CONTRACT NO :19345-01

REQUEST FOR TENDER

January 2020

Revision A

PRINCIPAL:

Erub Fisheries Management
Torres Strait Islander Corporation
ICN. 7922

SUPERINTENDENT:

PDR | SMEC

PDR | SMEC

ABN 88 126 211 461

Cairns Office
Level.2 Suite 63
20-32 Lake Street
(PO Box 2551)
CAIRNS, QLD 4870
Phone. (07) 4255 9800



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1 REQUEST FOR TENDER PACKAGE DETAILS

Principal	Erub Fisheries Management Torres Strait Islander Corporation.			
Principal ABN	15-727-270-235			
Principal Address	P.O. Box 158 Erub Island QLD 4875			
Place for Submission of Tenders	Electronically, to: pdrtenders@smec.com Note: This is an 'unmanned' email address and will be opened after Tender close. The server will reply to incoming emails to state an email has been received.			
Closing Date & Time	Tuesday 18 February 2020 (2:00pm)			
Principal Representative Contact	Chris Taifalos	Phone	07 4255 9800	
		Fax		
Email Contact	chris.taifalos@smec.com			
Is the Vendor required to Tender a Fixed lump sum?	Yes			
Number of loose copies of Tender Required	Priced	None	Unpriced	None
Tender Documents			Documents to be completed by the Vendor and submitted with the Tender	
1	Tender Package Details (this page)			No
2	Invitation to Tender	2.1	Introduction	No
3	Returnable Schedules	3.1	Tender Form	Yes
		3.2	Breakdown of Notional Lump Sum	Yes
		3.3	Schedule of Rates and Prices	Yes
		3.4	Schedule of Experience	Yes
		3.5	Schedule of Commitments	Yes
		3.6	Key Personnel	Yes
		3.7	Company Profile	Yes
		3.8	Contractor's Quality System	Yes
		3.9	Plant and Equipment	No
		3.10	Proposed Subcontractors	Yes
		3.11	Schedule of Insurances	Yes
		3.12	Schedule of Daywork Charges	Yes
		3.13	National Code of Practice Undertaking of Compliance	Yes
		3.14	Indigenous Employment policy	Yes
		3.15	Collusive Tender Declaration	Yes

Continues next page.

Tender Package Details continued.

4	Documents to be prepared by the Vendor	4.1	Tender Program	Yes
		4.2	Quality Assurance	Yes
		4.3	Environmental Management Plan	Yes
		4.4	Safety Plan	Yes
		4.5	Selection Criteria	Yes
		4.6	Organisational Chart	No
5	Conditions of Tender			No
6	General Conditions of Contract			No
7	Special Conditions of Contract			No
8	Technical Specifications			Yes
9	Appendices			No

2 REQUEST FOR TENDER

2.1 INTRODUCTION

Erub Fisheries Management Torres Strait Islander Corporation is pleased to request Tenders for the refurbishment and partial replacement of the Erub Community Freezer. This project scope is to conduct an assessment on the existing services, replace a section of building roof and structural supports, and conduct general repairs.

Of high priority is the need to conduct an immediate safety check of the electrical reticulation in accordance with AS:3000 including compliance of the existing switchboard. A report is to be submitted considering short term (1 year) and long term (1-5 year) repair recommendations, with cost estimates incorporating appropriate contingency. Furthermore, a similar review and report of the existing mechanical equipment inclusive of the cold room and snap freezer is to be prioritized. Refer to Section 5 of the tender schedule.

Meriba Ged Ngalpun Mab and other project partners of *Warpil – Fishing For our Future* (as suitable) will be responsible for coordinating any requested training provided it is relevant along with mentoring of up to 10 Community Development Programme (CDP) Job Seekers at various times during the completion of the Erub Community Freezer Refurbishment.

The contractor will have the final decision of how many CDP Job Seekers will be on site at one time and the hours each Job Seeker will be onsite for during the project time.

The expected outcome of any training is for each Job Seeker to obtain practical experience on a real construction site. Meriba Ged Ngalpun Mab will provide supervisory personnel, with training and induction costs covered by Meriba Ged Ngalpun Mab where it is required. The contractor will have possession of the site and be responsible for the site, and as such will need to carry appropriate insurances.

Project goals include maximising the use of local trades, CDP Job Seekers and suppliers. Ideal targets would see the minimum IEP adopted by the Queensland Government increased to 50% Indigenous employment (based on total work hours), with a minimum of 20% being local to Erub Island. It is suggested that the Vendor demonstrates how they can exceed the minimums and achieve Erub Fisheries Management Torres Strait Islander Corporations target. The methodology will contain weighting in the Tender assessment.

Examples of training activities for participants include:

- Apply OHS requirements including risk assessment and toolbox talk needs, policies and procedures in the construction industry
- Work effectively and sustainably in the construction industry
- Plan and organise work
- Conduct workplace communication
- Carry out measurements and calculations
- Read and interpret plans and specifications
- Handle construction materials
- Use construction tools and equipment safely
- Apply basic levelling procedures
- Undertake a basic construction project.

In order to satisfy the above, each CDP Job Seeker is required to participate a minimum of 20 hours per week for the project duration (note – this will vary for each Job Seeker based on their mutual obligations with the Department of Human Services). For tendering purposes, it is assumed CDP Job Seekers will be onsite anywhere between the hours of 8am and 5pm. The CDP Job Seekers will be from the local community. It is expected that the contractor will supply power tools with the CDP Job Seekers having access to manual tools.

The contractor will not be responsible for providing PPE gear, accommodation, travel, insurance and meals to the CDP Job Seekers. Noting that CDP Job Seekers have insurance cover under the CDP Funding Agreement.

Works to be undertaken include but not limited to:

PRELIMINARIES

- Refer to schedule 3.3

EXTERNAL

- Refer to schedule 3.3.

INTERNAL

- Refer to schedule 3.3.

The Tender Package Details (Section 1) identify whether you are required to Tender a fixed lump sum for the Works. If you are required to Tender a fixed lump sum for the Works, you must also Tender the rates if requested, which will be used as outlined in the Agreement and the Tender Documents.

The Conditions of Tender (Section 5) set out the details of how you must submit your Tender and the circumstances under which alternative Tenders will be considered.

There are two types of documents you must return with your Tender:

- The first category is the Returnable Schedules prepared by the Principal which must be completed and returned. These are found in Section 3.
- The second category is the documents that the Vendor must prepare. The information required in those documents is set out in Section 4.

When the successful Tender is accepted, the Vendor will be required to enter into a formal Contract Agreement as per Section 6.

If you have any queries, please contact the Superintendent's Contact. The contact details are on the Tender Package Details which is Section 1.

Thank you for your interest in this project. **PDR | SMEC**



3 RETURNABLE SCHEDULES

VENDORS MUST COMPLETE THE FOLLOWING RETURNABLE SCHEDULES AND INCLUDE THEM WITH THEIR TENDER

3.1 TENDER FORM

DETAILS OF CONTRACTOR	
Name of Contractor	STRAIT SUPPORT PTY LTD
ABN	70 619 662 252
Address (must <u>not</u> be a post office box)	LOT 95, DARNLEY ISLAND QLD 4875
Fax	
Phone	0403 577 495
Contact Name	STACEY LUI

We Tender to perform the Works outlined in the Tender Documents to be performed in accordance with the Contract and on the following basis:

For the Fixed lump (incl. GST) sum of:		
For the rates which are attached in Returnable Schedule 3.3		
The following documents which were required to be delivered under the Tender Documents as part of the Tender and which are attached:		
No	Description of Document	Date
3.2	Returnable Schedule Breakdown of the Fixed Lump Sum	
3.3	Returnable Schedule of Rates	
3.4	Returnable Schedule of Experience	
3.5	Returnable Schedule of Commitments	
3.6	Returnable Schedule of Key Personnel	
3.7	Returnable Schedule of Company Profile	
3.8	Returnable Schedule of Current Status of Contractor's Quality System	
3.9	Returnable Schedule of Plant and Equipment	
3.10	Returnable Schedule of Proposed Subcontractors	
3.11	Returnable Schedule of Insurances	
3.12	Returnable Schedule of Daywork Charges	
3.13	Returnable National Code of Practice Undertaking of Compliance	

Tender Form Continues next page.

Signed by or on behalf of the Vendor by the signatory who warrants that he or she has authority to sign this Tender on behalf of the Vendor	
Name of Signatory	SHANE LUI
Position of Signatory in Vendor	
Date	17/2/2020

Tender Form Continued.

3.14	Returnable Indigenous Employment Policy Undertaking of Compliance	
3.15	Returnable Collusive Tender Declaration	
4.1	Tender Program	
4.2	Quality Assurance	
4.3	Environmental Management Plan	
4.4	Safety Plan	
4.5	Selection Criteria (No need to provide as a separate document if issues addressed elsewhere in Tender)	
4.6	Organisational Chart	

LICENCES VENDOR IS REQUIRED TO HOLD	
Type of Licence	Licence No
QBCC: Builders Number (Mandatory)	
BUILDER RESTRICTED TO STRUCTURAL LANDSCAPING	15128137
CONCRETING	15128137

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO VENDORS	
Notice to Vendors No.	Date
1- Window sizing	13/2/2020

Signed by or on behalf of the Vendor by the signatory who warrants that he or she has authority to sign this Tender on behalf of the Vendor	
Name of Signatory	SHANE LUI
Position of Signatory in Vendor	
Date	17/2/2020



SMEC

3.2 BREAKDOWN OF LUMP SUM

Not Applicable – complete Schedule 3.3 only.

3.3 SCHEDULE OF RATES AND PRICES

These are rates upon which the Vendor Tenders to perform the Works in accordance with the Contract.

The rates in this Schedule 3.3 are only for the purposes described in Clause 5.4.9 – Schedule of Rates and Prices. These rates are to include the contractors profit and overhead costs.

Item	Description	Unit	Qty	Rate (\$)	Amount (\$)
1	PRELIMINARIES				
1.1	Preliminary amounts including all fees payable to local and state authorities.	Item	1		N/A
1.2	The contractor is to pay the Q-Leave Fee for the project and provide the receipt to the Superintendent so as the Building Approval can be provided. The Superintendent will cover the cost of the Building Approval.	Item	1		
1.3	Allow to remove and store where necessary all furniture and fitting required to be relocated during construction. Allow to replace in existing or nominated locations upon completion of works.	Item	1		Included in demolition costs
1.4	Allow for all accommodation and meal costs including travel as required for the project.	Item	1		\$
1.5	Allow for any costs incurred with the dumping and removal of demolished materials or rubbish from the site. Torres Strait Island Regional Council (TSIRC) are the responsible body for the disposal of rubbish or building materials at the local dump. If dumping on the island is not allowed the contractor is to remove the materials for dumping elsewhere in accordance with quarantine requirements.	Item	1	Skip Bin Hire	\$
				Freight	\$
2	DEMOLITION				
2.3	Remove and dispose of existing free-standing structure including columns for new free-standing structure.	Item	1		\$
2.4	Remove and dispose of existing storage area for new storage room.	Item	1		\$
2.5	Remove existing concrete landing to storage area. To finish flush with step face.	Item	1		\$
3	ELECTRICAL MECHANICAL				
	Electricians only provided lump sum price				\$

3.1	Remove all electrical fittings as required to complete the removal any materials that are required to be removed. Fittings to be removed by licensed electrician. Make good where circuits may be terminated. Any re Fridgeration pipework which needs to be removed the ends are to be sealed until reconnected. Freezer operations to remain in effect during works.	Item	1		
3.2	Remove as necessary any mechanical fixtures which may be necessary during the demolition process. Fixtures to be removed by qualified mechanical tradesperson. Any re Fridgeration pipework which needs to be removed the ends are to be sealed until reconnected. Freezer operations to remain in effect during works.	Item	1		
3.3	The tenderer is to allow for a licensed electrician from a registered business to attend site and carry out a detailed inspection of the site. The electrician is to prepare a detailed report on what work will be required for the operation of the facility in accordance with the requirements of AS.3000, this is to include the switchboard. The report is to be forwarded to the Superintendent through the successful tenderer within 48 hours of the inspection.	Item	1		
3.4	The tenderer is to allow for a qualified mechanical tradesperson from a registered business to attend the site and carry out a detailed inspection of the re Fridgeration equipment. He/she is to prepare a detailed report on the condition and age of the equipment. The report is to be forwarded to the Superintendent through the successful tenderer within 48 hours of the inspection.	Item	1		
4	BUILDING WORKS				\$ [REDACTED]
4.1	Construct a new free-standing structure in accordance with Drawings 3033657-SK02 & SK03. The columns and any structural steel to be hot dipped galvanised. There is to be no on-site welding. The structure to include all ancillary fascia (timber), flashings, gutters, downpipes, fixings etc, and installed to manufacturer's instructions.	m ²	62		

4.2	Construct new storage area in accordance with Drawings 3033657-SK02 & SK03. This is to include all • Wall & roof framing. • Wall & roof colorbond ultra-cladding with fascia (timber) flashing & gutters. • Internal lining • Sliding aluminum powder coated windows with full security screens. • Timber door jamb. • Weatherproof solid core door and Lockwood Entrance set. • Architraves and mouldings to windows & doors. • 3 Coat painting system to all unpainted surfaces. Bottom plates to be dyna bolted at corners and at 900c/s..		18		
4.3	The slab to the new storage area to be drilled and treated for termites by a registered pest contractor.	Item	1		\$ [REDACTED]
4.4	On completion clean-up and dispose of any rubbish or excess building materials.	Item	1	Included in building works	
5	PROVISIONAL ITEMS ELECTRICAL MECHANICAL				
5.1	As directed by the Superintendent carry out electrical repairs/ installation as denoted in the contents of the report presented as requested in Item 3.3	Item	1	Provisional	\$30,000
5.2	As directed by the Superintendent carry out mechanical repairs/ installation as denoted in the contents of the report presented as requested in Item 3.4	Item	1	Provisional	\$30,000
6	AS CONSTRUCTED & WARRANTIES				
6.1	Provide as constructed information in regard to the electrical/ mechanical installation and provide all warranties for items installed.			Included in electrical works	
6.2	Provide maintenance manuals for all works			Included in electrical works	
TOTAL					\$ [REDACTED]
GST (10%)					\$ [REDACTED]
TOTAL + GST					\$ [REDACTED]

This amount to be inserted in "Lump Sum" Section 3.1.

The rates are deemed to exclude GST and include all overheads, profit and other expenses which the successful Contractor may incur in relation to the Works. However, GST is to be included in the final tendered amount.

NOTE:

Quantities expressed in this schedule are estimates only and are not guaranteed. The tenderer must satisfy him/herself as to the accuracy of the quantities and adjust as required. Refer Section 5.4.9.

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

CDP Job Seeker Specific Tasks

The following items and tasks from the Schedule of Rates are to have a primary focus for training with the CDP job seekers:

- Demolition of structure and storeroom.
- Construction of the new roof shelter.
- Construction of the new storeroom.
- Painting of the new storeroom.
- Other works not mentioned in this list (as suitable).

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.4 EXPERIENCE

Works similar to this contract completed in the last five (5) years.

Project	Amount of Contract	Company Contracted to:	Contract Period	Name of Supervising Engineers and/or Client	Contact Number
	\$				
Dauan Guest House Upgrade	\$90 000	TSIRC	3 months	Kon Erofeev	0419 953 653
Darnley Island School Playground upgrade	\$110 000	Paul Ware Constructions	6 weeks	Paul Ware	0428 760 057
Stephen Island TSIRC unit renovation	\$50 000	TSIRC	7 weeks	Kon Erofeev	0419 953 653
Kemus Restoration Project	\$30 000	TSRA	3 weeks	Chris Wheeler	0428 154 333

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.5 CURRENT COMMITMENTS

Existing contracts

Project	Amount of Contract	Company Contracted to:	Contract Period	Name of Supervising Engineers and/or Client	Contact Number
	\$				
Health Centres Concrete Supply- various Torres Strait Islands	\$380 000	WIP Constructions	Mar- June 2020	Richard Whipp	0408 946 210
Sewer Treatment Plant upgrade-Darnley Island	\$45 000	Koppen Construction	Mar- May 2020	Mark Sexton	0499 022 660
Kemus concrete footpath	\$18 000	TSRA	Feb 2020	Chris Wheeler	0428 154 333

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.6 KEY PERSONNEL

The Vendor will have the following people perform the following tasks in relation to the Works.

The Proposed Contractor's Representative [Note: CV should be attached]	
Name:	SHANE LUI
Current Position:	DIRECTOR

Key Personnel [Note: CV should be attached]		
Position	Name	Contact No
SITE SUPERVISOR	KEITH HORNE- QBCC 66721 Carpentry, Joinery, Shopfitting (Trade)	0427 589 478

Vendors are referred to the conditions of contract in Sections 6 and 7.

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.7 COMPANY PROFILE

Name of Vendor	STRAIT SUPPORT PTY LTD	
Legal Capacity of Entity [Details to be inserted by Vendor]	Company	Partnership / Business Name / Person
ABN	70 619 662 252	
Names and Addresses of Directors or Partners [Delete inapplicable]	SHANE WALTER LUI- DIRECTOR	
	LOT 95, DARNLEY ISLAND QLD 4875	
Names of related bodies corporate (within the meaning of the Corporations Law eg holding company, subsidiaries)	N/A	
No of employees in Vendor	11	
Turnover of Vendor in last financial year	\$1.5M	

Note:

If the Vendor trades under a business name, this form must include the details of all of the legally constituted entities (ie a company or a person) which trade under the business name and the Tender must be executed by each of those entities or a person authorised to execute the Tender on their behalf.

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.8 CURRENT STATUS OF VENDOR'S QUALITY SYSTEM

The Vendor must attach records of an active quality system which includes a copy of an internal log and a copy of the Conformance Action Report summary sheet.

Type of Quality System and degree of compliance	Quality policy, Internal audit form & Job Quality audit form attached
Date of last internal audit	21 January 2020
Date of last external audit	N/A

Where the engagement includes the management of subcontractors, the Vendor must identify each of them (by name if known and scope of work) and attach a copy of the methodology for controlling, co-ordinating, reviewing and verifying this work.

Copy of internal audit log attached	☒ Yes / ☐ No
Copy of Conformance Action Report Summary sheet attached	☐ Yes / ☒ No
Methodology for controlling, co-ordinating, reviewing and verifying the work of subcontractors is attached	☒ Yes / ☐ No

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.9 PLANT AND EQUIPMENT

The Vendor must specify in the table below details of plant and equipment that will be used in the Works. Include all plant and equipment except that of a minor nature.

Description	Make and Model No	Rated Capacity	Equity
Telehandler	JCB 535-95	3.5 Tonne	
Tipper Truck	Mitsubishi Canter 918	4.5 Tonne	

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.10 PROPOSED SUBCONTRACTORS

Vendors must list proposed subcontractors.

[illegible]

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.11 SCHEDULE OF INSURANCES

A copy of all current insurance policies or a certificate of currency giving all details is to be attached to the Tender when submitted.

WORKER'S COMPENSATION

Policy number	WAD170831696
Expiry date	30/9/2020

THIRD PARTY PROPERTY

Insurance company	ONE UNDERWRITING
Policy number	MPE2450
Expiry date	23/4/2020
Erub Fisheries Management Torres Strait Islander Corporation covered as Principals	YES / NO ☒

PUBLIC LIABILITY

Insurance company	ZURICH
Policy number	295111PZB1
Expiry date	20/5/2020
Cover amount for any one occurrence	\$20 000 000
Erub Fisheries Management Torres Strait Islander Corporation covered as Principals	YES / NO ☒

PROFESSIONAL INDEMNITY

Insurance company	N/A
Policy number	
Expiry date	
Cover amount for any one occurrence	

NOTE:

The contractor is to take out an “All Risk” Insurance cover in the name of the Contractor and the Superintendent for the total value of the works which is to include the value of the building, demolition costs and consultancy costs.

BUILDERS ALL RISK INSURANCE

Insurance company	BUILDERS ALL RISK INSURANCE TO BE TAKEN OUT
	FOR SPECIFIC CONTRACT PERIOD IF SUCCESSFUL
Policy number	THE QUOTE FOR THIS INSURANCE HAS BEEN INCLUDED IN “BUILDING WORKS” HOWEVER IS SUBJECT TO CONFIRMATION ONCE PROJECT IS AWARDED
Expiry date	
Cover amount for any one occurrence	

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.12 SCHEDULE OF DAYWORK CHARGES

Note: All prices to be inclusive of GST

LABOUR		
Item	Description	Labour charge rate
1	SITE SUPERVISOR	█ /hr.
2	CARPENTER	\$█ /hr.
3	SKILLED LABOURER	█ /hr.
4		/hr.
5		/hr.
6		/hr.
7		/hr.
8		/hr.
9		/hr.
10		/hr.
11		/hr.
12		/hr.
13		/hr.
14		/hr.
15		/hr.
16		/hr.
17		/hr.
18		/hr.
19		/hr.
20		/hr.

Schedule of Daywork Charges Continues next page.

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

Schedule of Daywork Charges Continued.

PLANT HIRE & EQUIPMENT		
Item	Description (incl. capacity)	Plant hire rate (incl. Operator)
1	TELEHANDLER, 3.5 TONNE	\$286.00 /hr.
2	TIPPER TRUCK	\$187.00 /hr.
3		/hr.
4		/hr.
6		/hr.
7		/hr.
8		/hr.
9		/hr.
9		/hr.
10		/hr.
11		/hr.
12		/hr.
13		/hr.
14		/hr.
15		/hr.
16		/hr.
17		/hr.
18		/hr.
19		/hr.
20		/hr.
21	Margin on Material (Cost ex GST+ Margin+ GST)	

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.13 NATIONAL CODE OF PRACTICE UNDERTAKING OF COMPLIANCE

Name of Vendor: **STRAIT SUPPORT PTY LTD**

ABN No.: **70 619 662 252**

has complied with the National Code of Practice for the construction Industry (the code) and the Industry guidelines for the industrial relations and occupational health and safety components of the National Code of Practice for the Construction Industry (the industry guidelines) in preparing its Tender for this Contract No. ED-17-18-007

The Vendor undertakes to comply with the code and the industry guidelines in performing the contract.

The Vendor acknowledges that it is aware the Commonwealth may impose a sanction on a Vendor or contractor that does not comply with the code. The sanction imposed may include but may not be limited to:

- The reporting of the breach to an appropriate statutory body or law enforcement agency.
- A formal warning that continued non-compliance will lead to more severe sanctions.
- Reduction in the number of tendering opportunities that are given, for example by excluding the non-complying party from tendering for Commonwealth Government work above a certain value.
- Preclusion from tendering for any Commonwealth Government work for a specified period.
- Publication of details of the breach and the identification of the party committing the breach.
- Referral of the breach to the appropriate industry association for action consistent with industry codes of practice.

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.14 INDIGENOUS EMPLOYMENT POLICY UNDERTAKING OF COMPLIANCE

EMPLOYMENT AND TRAINING OF INDIGENOUS WORKFORCE

Name of Vendor: STRAIT SUPPORT PTY LTD

ABN No.: 70 619 662 252

undertakes to comply with the Indigenous Employment Policy for Queensland Government Building and Civil Construction Projects in performing the contract.

Anticipated hours of Indigenous Employment and Training provided in delivering this Contract.	1360 HOURS OF INDIGENOUS EMPLOYMENT/PARTICIPATION
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Strait Support Pty Ltd is a 100% Indigenous owned and operated business based on Darnley Island. Strait Support employs 91% Indigenous staff majority of which are locals of Darnley Island.
For this project, Strait Support will engage

Keith Horne- Site Supervisor (Non Indigenous from Cairns) 10 hours a day x 6 days a week x 4 weeks =240 hours

Shane Lui - Project Manager (Indigenous, local from Darnley Island) 10 hours a day x 6 days a week x 4 weeks =240 hours

Cedar Thaiday- Skilled labourer (Indigenous, local from Darnley island) 10 hours a day x 6 days a week x 4 weeks =240 hours

4 x CDP participants @ 8 hours a day, 5 days a week, for 4 weeks = 640 hours

TOTAL HOURS = 1360

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

3.15 COLLUSIVE TENDER DECLARATION

I / We

Full Name: SHANE WALTER LUI

Company: STRAIT SUPPORT PTY LTD

Address: LOT 95, DARNLEY ISLAND QLD 4875

hereby declare and represent to Erub Fisheries Management Torres Strait Islander Corporation that in connection with my/our Tender.

I/We:

1. have not contravened nor will contravene any provision of the Trade Practices Act, 1974 (as amended or substituted from time to time); and
2. have not colluded nor will collude with any person as to the terms or conditions of my/our Tender or that person's Tender for those works,

and acknowledge that Erub Fisheries Management Torres Strait Islander Corporation will in entering into a Contract with me/us pursuant to acceptance of my/our Tender rely on the representations contained in this declaration; and

3. will seek to recover costs of losses or damage if those representations are false.

I / We hereby Tender to perform the work in accordance with these Tender Documents for the Lump Sum identified in the Tender Form (Section 3.1).

Signed:  Date: **17/ 2/ 2020**

Print Name: SHANE LUI

Witness:  Date: **17/ 2/ 2020**

Print Name: STACEY LUI

Signed by or on behalf of the Vendor by the signatory identified in Returnable Schedule 3.1	
Date	17/2/2020

4 DOCUMENTS TO BE PREPARED BY VENDORS

VENDORS MUST PREPARE THE FOLLOWING DOCUMENTS AND INCLUDE THEM WITH THEIR TENDER

TENDER program and methodology

Vendors are required to prepare a program for the Works.

The Tendered program must comply with the requirements of the program as set out in the Specification and/or Special Conditions of Contract. The program is to be accompanied by a method statement, sufficiently detailed to clearly explain the intended approach to executing the Works, whilst allowing sufficient time to full fill training requirements.

The Tender program must be provided in Electronic Format.

4.1 QUALITY ASSURANCE

Vendors shall provide an outline of their quality system and how they propose to comply with the provisions of the Contract, and particularly the requirements in relation to Quality Assurance which are in the Specification and/or Special Conditions of Contract

4.2 ENVIRONMENTAL MANAGEMENT

Vendors shall provide an outline of their environmental management system and how they propose to comply with the provisions of the Contract, and particularly the requirements in relation to Environmental Management which are in the Specification and/or Special Conditions of Contract

4.3 SAFETY

Vendors shall provide an outline of their safety system and how they propose to comply with the provisions of the Contract, and particularly the requirements in relation to Safety which are in the Specification and/or Special Conditions of Contract

4.4 RESPONSE TO SELECTION CRITERIA

The selection criteria (listed in no particular order) are:

- Tendered Price
- Program and Methodology
- Company resources, systems and experience
- Use of local workforce, trainees and suppliers

These selection criteria are in addition to the matters outlined in the Conditions of Tender.



With the exception of price and value for money, the Vendor should demonstrate, briefly but convincingly, that it satisfies the selection criteria.

Note:

If the information required in this Section 4.5 is addressed elsewhere in your Tender, you do not need to repeat that information here. If all of the information required under Section 4.5 is addressed elsewhere, then it is not necessary to include Section 4.5 in your Tender at all.

Vendors simply need to ensure that, somewhere in their Tender, they have demonstrated that they satisfy the selection criteria.

4.5 ORGANISATIONAL CHART

Provide a chart showing the key management responsibility within the Contractor in relation to the Contract.

5 CONDITIONS OF TENDER

5.1 DEFINITIONS AND INTERPRETATION

5.1.1 In these Conditions of Tender:

- a) “Closing Time” means the date and time identified in the Tender Package Details in Section 1
- b) “Principal” means the person identified in the Tender Package Details
- c) “Principal Vendor Contact” means the person identified in the Tender Package Details in Section 1
- d) “Site” means the place or places where the Works are to be executed
- e) “Tender Documents” means the documents described in Clause 5.2.1
- f) “Vendor” means any person who lodges a Tender for the Works
- g) “Works” means the work to be performed by the successful Vendor which is described in the Tender Documents
- h) “Contract” is the Contract which is the basis of the agreement that the Principal will enter into with any successful Vendor.
- i) “Lump Sum” means the fixed lump sum price in the Tender
- j) “Tender Deposit” is the amount specified in Clause 5.4.10 which must be lodged and deposited with any Tender in a manner approved by the Principal
- k) “Tender Validity Period” is the period of time specified in Clause 5.10.1
- l) “Electronic Format” means in the ‘native’ format of the program used to create the document in question, therefore for a Construction Programme made with Microsoft Project it would mean a Microsoft Project file rather than an electronic print such as a PDF file or similar.

5.1.2 Headings shall not be used in the interpretation of these Conditions of Tender.

5.1.3 A reference to:

- a) the singular includes a reference to the plural and vice versa
- b) one gender includes a reference to all genders
- c) a person includes a reference to a partnership and a body corporate
- d) an act, code or standard includes a reference to that act, code or standard as amended, rectified or replaced from time to time.

5.2 TENDER DOCUMENTS

5.2.1 A Vendor must comply with the requirements of the Tender Documents.

5.2.2 The Tender Documents are:

- a) the documents listed in the Tender Package Details in Section 1
- b) any annexure, addendum or amendment to the documents listed in the Tender Package Details in Section 1 which is issued by the Principal pursuant to Clause 5.2.7.

5.2.3 Copies of Tender documentation are available by email or hardcopy which can be picked up or mailed to Vendor. Refer to section 1 for email contact person and PDR | SMEC office address in Cairns.

5.2.4 The Tender Documents must be read and construed together. The documents comprising the Tender Documents are intended to be mutually explanatory.

5.2.5 The Tender Documents must be used solely for the purpose of tendering for the Works and for no other purpose. The Vendor must not rely on any information provided by the Principal during the tender period except to the extent provided for in the Tender Documents.

5.2.6 The Principal may, at any time prior to the Closing Time, issue any amendment, annexure or addendum to the Tender Documents. No addendum, annexure, explanation, elaboration of or amendment to the Tender Documents will be binding on the Principal unless it is in writing and identified as part of the Tender Documents.

5.2.7 Any information provided to the Vendor by or on behalf of the Principal (including as part of the Tender Documents) is:

- a) provided for the convenience of the Vendor only and unless expressly incorporated into the Contract shall not form part of the Contract
- b) not warranted or held out by the Principal as accurate, correct or adequate.

5.2.8 If any of the Tender Documents are marked with a notation that they must be returned to the Principal; the Vendor may only mark it in pencil. Otherwise, all Tender Documents in Section 3 and Section 4 must be completed and signed in ink.

5.3 CODES

5.3.1 Both the Principal and the Vendor must adhere to the:

- a) Qld Government Code of Practice for the Building and Construction Industry (which is available at Department of Housing and Public Works)

- b) AS4120 Australian Standard Code of Tendering.

5.3.2 Where there is a conflict, discrepancy or ambiguity between the codes referred to in Clause 5.3.1 and the Tender Documents, the Tender Documents shall prevail.

5.4 VENDOR TO INFORM ITSELF

5.4.1 Each Vendor will, by submitting its Tender, be deemed to have fully acquainted itself with the contents of all of the Tender Documents and any documents which are referred to in the Tender Documents.

5.4.2 Vendor's Interpretation

The Vendor, being deemed to be a Contractor experienced and skilled in building construction works of the nature and extent included in this Contract, shall make its own interpretation of all relevant surrounding interfaces, climatic and environmental conditions liable to be encountered in the execution of the Works.

Should this interpretation differ from that evidenced in the Tender Documents, the Vendor shall immediately request clarification in accordance with Clause 5.12.10 of these Conditions of Tender.

5.4.3 Discrepancy or Error in Tender Documents

Any discrepancy, anomaly, error or omission in the Tender documents must be advised immediately and clarification requested in accordance with Clause 5.12.10 of these Conditions of Tender. Any unresolved discrepancy, anomaly, error or omission shall be notified to the Principal in writing on or before the closing date for Tenders.

The Principal will not consider any claims made by a Vendor that its Tender was disadvantaged by lack of information, or inability to resolve ambiguities.

5.4.4 The Principal may require an inspection of any property of the Principal which relates to the Works to be made by the Vendor in the company of a person nominated by the Principal. Refer Clause 5.7 Mandatory Inspection.

5.4.5 The Vendor will be deemed to have and warrants to the Principal that by lodging a Tender it has:

- a) Examined all the information made available by the Principal for the purpose of tendering including any Drawings, Specifications, Schedules, Conditions of Tender, reports, maps, diagrams, Contract Conditions and the like.
- b) Assessed the risk and cost of performing the services or carrying out the Works within any particular time, cost or quality constraints.
- c) Made whatever enquiries it considers necessary in order for it to properly assess the risk and cost of performing the services or carrying out the Works within any particular

time, cost or quality constraints.

- d) Examined the Site, and its surroundings to satisfy itself of the local conditions and facilities, the Principal not being liable for any claim on the grounds of insufficient information. Vendors shall obtain for themselves at their own responsibility and cost, all information that may be necessary for preparing a Tender and entering into a Contract.
- (e) Informed itself as far as practicable of the nature of the Contract, the work and materials necessary for the execution of the work under the Contract, the means of access to and facilities at the Site, and transport facilities for deliveries to the Site.
- (f) Satisfied itself as to the correctness and sufficiency of its Tender for the work under the Contract, and that the rates and prices stated therein cover the cost of performing all its obligations under the Contract.

The information included in the Tender Documents does not purport to contain all relevant information in relation to the work the subject of the Contract and neither the Principal nor the Principal's Agents warrant the accuracy of the Information contained in the Tender Documents.

Failure by the Contractor to do any or all of the things the Contractor is deemed to have done under this Clause will not relieve the Contractor of its liability to perform all its obligations under the Contract.

5.4.6 The Vendor acknowledges that the Principal will rely upon the warranties given in Clause 5.4.5.

5.4.7 Waiver

To the extent permitted by law, a Vendor waives any right which it might now or in the future have against the Principal and its directors, employees and agents in respect of errors in, or omissions from, the Tender Documents.

5.4.8 Addenda to Tender Documents

Addenda issued during the Tender Period will form part of the Tender Documents and will amend and, where required, supersede Tender Documents previously issued, as appropriate.

A Vendor requiring clarification of any part of the Tender Documents should notify the Superintendent and obtain clarification by way of Addendum prior to lodging the Tender. All Addenda issued will be distributed to each person or organisation to whom a set of Tender documents has been issued.

Tenders shall be endorsed confirming that the Tender is submitted in conformity with each Addendum received, identified by number and date of issue.

5.4.9 Schedule of Rates and Prices

Every Vendor must deposit with his Tender the Schedule of Rates and Prices (Schedule 3.2) fully priced, with elemental breakdown total to agree with the Fixed Lump Sum of his Tender and signed by the Vendor. The Lump Sum shall be stated in

Australian (AUD) dollars, be GST exclusive and shall agree with the correct addition of the itemised amounts.

Vendors must check the quantities and/or items with the Drawings and Specification and shall be deemed to have done so. If the Vendor is not satisfied with the accuracy of the Schedule, it shall insert and include such quantities or items as computed by himself, which are necessary for the complete and proper performance of the Contract.

The purpose of providing a Schedule of Rates and Prices is limited to Tender evaluation, variation valuation, progress payments, and adjustment of provisional quantities and sums.

Unless stated otherwise, quantities which are shown on the Drawings or in the Schedule of Rates and Prices or Bill of Quantities have been (and shall be, in the case of provisional quantities) measured net from the theoretical shapes and dimensions shown, specified, directed or approved (as applicable), with no allowance for the actual work varying within tolerances.

If any Tender shall be accepted and any correction be necessary in such Schedule of Rates and Prices to arrive at the Lump Sum, the successful Vendor shall without any undue delay make such alterations in and to the Schedule of Rates and Prices (and whether in quantities thereof, in the rates, the units or descriptions) as the Principal shall consider necessary for such purposes without altering the Lump Sum.

5.4.10 Tender Deposit(s)

Not applicable under this contract.

5.4.11 Escalation

Price shall be fixed and firm and not subject to:

- Escalation in price
- Adjustment as a result of foreign exchange rate movements after time of Tender

5.4.12 Contract Period/Date for Practical Completion

The Successful Vendor will be required to complete the works within the time specified in Annexure A to the General Conditions of Contract. Where no such time is specified the Vendor shall show in his Tender the time within which he has Tendered to complete the works. Liquidated Damages apply for failing to reach Practical Completion by the Date for Practical Completion.

5.5 ALTERNATIVE MATERIALS

5.5.1 If the Vendor is aware that any material specified in the Tender Document is not available, the Vendor must:

- (a) include advice of that in its Tender.

- (b) include an alternative material and price.

5.5.2 Where material specified in a Tender Document is unavailable and the Vendor complies with Clause 5.5.1, the Tender will be a conforming Tender in relation to that material.

5.6 TENDERS

5.6.1 The Vendor must submit 1 bound copy of the Tender and the number of loose copies of the Tender specified in Section 1. The bound copy is to be marked “Original” and all other copies to be marked “Copy 1”, “Copy 2” etc as appropriate. The Vendor must ensure that the copies of its Tender are true copies of the original in all respects. In the event of any discrepancies between the copies, the marked “Original” will prevail.

5.6.2 Tenders must:

- (a) be completed in the English language
- (b) have measurements expressed in International Standard (SI) units, unless otherwise specified
- (c) be legible (and any alteration must be initialled by the Vendor)
- (d) include all information required by the Tender Documents
- (e) be completed (in every detail)
- (f) comply with the Tender Documents
- (g) not contain any conditions or qualifications to Tender unless the Tender is an alternative (non-conforming) Tender submitted strictly in accordance with Clause 5.7
- (h) Be valid for the Tender Validity Period

5.6.3 Tenders must also:

- (a) be submitted in the form of Section 3 which must be completed by the Vendors
- (b) be signed by the Vendor
- (c) if the Vendor is a Corporation either:
 - i) have the common seal of the Vendor affixed in the manner prescribed by the Articles of Association of the Vendor; or
 - ii) be signed by a director and a secretary of the Vendor; or
 - iii) signed by a person or persons duly authorised by the corporation to do so and be accompanied by a copy of the document which is evidence of that authority;

- (d) be enclosed in a sealed envelope with the number of the Tender and the project name marked clearly on it
- (e) be received by the Principal in accordance with Clause 5.8.1
- (f) be submitted by the Closing Time in accordance with Clause 5.8.2 and 5.8.3.

5.6.4 Any Tender which does not comply with the requirements of this section or Clauses 5.8.1, 5.8.2 and 5.8.3 or which does not include the Tender Deposit will be deemed as non-conforming.

5.6.5 Joint Tenders

Joint Tenders for the whole of the work may be submitted by more than one person, firm or company on the basis that each joint vendor will be jointly and severally liable under the contract.

5.6.6 Vendor's Name and Address

Every Tender must set forth the full Christian names, surname and address of the Vendor and when the Tender is in the name of a firm the names in full, addresses, telephone and facsimile numbers of each member of the firm. When the Tender is by a Company there shall be set forth the name of the Company, address of the registered office of the Company and its telephone and facsimile number.

5.6.7 Execution of Tender

A Vendor must execute its Tender in the manner indicated below:

- In the case of a single corporate entity, by signature of one person authorised by the corporation to bind it in contract. In such circumstances, a copy of the authorisation of the person by the corporation must be submitted with the Tender.
- In the case of a joint bid by an unincorporated joint venture or consortium, by signature of one person authorised by each party to the joint venture or consortium to bind them in contract. In such circumstances a copy of the authorisation of that person by each party must be submitted with the Tender.

5.7 MANDATORY INSPECTION

Mandatory Inspection is not required however it is advised that tenderers inspect the site prior to lodging their tender.

5.8 CONFORMING AND NON-CONFORMING TENDERS

A Tender complying with the requirements of the Tender Document (a conforming Tender) shall be lodged and shall explicitly state that it is a 'conforming Tender'. For the purpose of this Clause, a conforming Tender shall be one which contains all of the information required by Clause 5.6 and conforms with Clause 5.9.

Any Tender offered as conforming but, which in fact is not compliant with the Conditions of Tender (non-conforming), may, at the Principal's discretion:

- (a) If identified as non-conforming during the Tender evaluation:
 - i) Be rejected
 - ii) Be accepted subject to the non-compliance being rectified
 - iii) Be accepted as a non-conforming Tender but only if the Principal expressly, in writing, accepts the non-conforming Tender
- (b) If not identified as non-conforming during the Tender evaluation:
 - i) Be accepted on the basis that any non-conformance/discrepancy later discovered will be deemed an error to be rectified by the Contractor so as to make the Tender fully conforming, remove any discrepancy or rectify the Tender so that it does comply with the Tender Documents without changing the Lump Sum.

Acceptance of a Tender offered as 'conforming' does not constitute acceptance of any alternative, non-conformance or discrepancy from the Tender Documentation contained therein.

If there are any discrepancies in a Tender or any part of a Tender which does not comply with the Tender Documents (such as any part of a Schedule of Rates or Prices produced by the Vendor, including units or descriptions) then, except where it is an alternative Tender explicitly identified as non-conforming, the Vendor must, at the request of the Principal, correct them to comply with the Tender Documents. Acceptance of the Tender does not remove this obligation – discrepancies in the documentation, whenever discovered, must be rectified to conform with the Tender Documents as supplied to the Vendor.

5.9 RECEIPT OF TENDERS

- 5.9.1 Tenders must be submitted to the Principal at the place for submission of Tenders nominated in the Tender Package Details in Section 1 by email.
- 5.9.2 Tenders must be received by the Principal at the place identified in Clause 5.8.1 by the Closing Time.
- 5.9.3 Any Tender which is received by the Principal at the place identified in Clause 5.8.1 after the Closing Time may not be considered by the Principal. The Principal may consider a Tender received after Closing Time if it is satisfied that the integrity and competitiveness of the tendering process has not and will not be compromised. To satisfy itself in that regard, the Principal may consider whether:
 - (a) the late Tender was received prior to the completion of the Tender opening and recording process
 - (b) the cause of the lateness was beyond the Vendor's control (although the Principal is under no obligation to make enquiries as to the cause of lateness of a Tender received

after Closing Time)

- (c) the late Tender is significantly different such that information from other Vendors could not have assisted in framing the late Tender; and
- (d) the late Tender is the only Tender which complies with the requirements of Clauses 5.6.1, 5.6.2 and 5.6.3.

5.9.4 When a late Tender is received, the time and date of receipt shall be noted on the Tender and endorsed by the Principal

5.9.5 Tender Opening

Tenders will be opened and registered at PDR | SMEC office in Cairns by two delegated officers.

5.10 VALIDITY PERIOD

- 5.10.1 All Tenders submitted will remain firm for a minimum period of **ninety (90) days** from the Closing Time.
- 5.10.2 The Vendor may not withdraw or amend a Tender in the period of **ninety (90) days** from the Closing Time. During that period, the Principal may accept the Tender in accordance with Clause 5.12.
- 5.10.3 The Vendor's Lump Sum Price and unit rates shall remain fixed for a period of **ninety (90) days** irrespective of any delays which might occur in giving possession of the site, or delays in awarding the Contract.

5.11 CONFIDENTIALITY

- 5.11.1 The Tender Documents and any other documents or information concerning the work under the Contract are confidential and may only be used for the sole purpose of tendering for or carrying out the work under the contract.
- 5.11.2 Vendors must not and must ensure that its employees do not, up until the time that the Principal announces that it has accepted a Tender, divulge to or discuss with any other person the terms of its Tender except to the extent that it is necessary to discuss it with prospective subcontractors for the purpose of preparing and submitting the Tender.
- 5.11.3 If a Vendor, in complying with Clause 5.10.1 does discuss the terms of its Tender with a prospective subcontractor, the Vendor must first obtain undertakings from the prospective subcontractor that it will keep the terms of the discussion and the Tender absolutely confidential.
- 5.11.4 The Principal must not divulge the terms of any Tender to any person except to the extent:
 - (a) necessary to consider the Tender

- (b) necessary to administer a contract in relation to the Works
- (c) required by law.

5.10.5 The Principal may advise all unsuccessful Vendors of the name of the successful Vendor and the date of acceptance of the successful Tender.

5.12 AFTER CLOSING TIME

5.12.1 After Closing Time, the Principal may (without limitation to any other action that may be open to the Principal):

- (a) request clarification or further information about any Tender
- (b) invite some or all Vendors to change their Tenders in response to any change in the Tender Documents
- (c) put forward to the Vendor proposals for amendments to the Contract and require the Vendor to respond to these within a specified time and in a specified format
- (d) issue to the Vendor amended forms of the Contract (which may not be the same as those issued to any other Vendor) and require the Vendor to indicate within a specified time and in a specified format whether it agrees to the amended documentation, if not, the precise reasons why it does not (including, without limitation, requiring the Vendor to provide alternative drafting amendments)
- (e) negotiate with one or more Vendors as to the terms of their Tenders
- (f) appoint a preferred Vendor, but still conduct negotiations with other Vendors
- (g) decide not to proceed further with the Tender process or the work the subject of the Tender process
- (h) call fresh Tenders for the same or similar scope of work.

5.12.2 The Vendor must if requested by the Principal:

- (a) provide further information in relation to the Tender, or the Vendor's performance or financial capabilities
- (b) allow the Principal and/or its agents to inspect any facility or equipment proposed for use in the performance of the Contract
- (c) allow the Principal and/or its agents to contact any referee nominated by the Vendor and authorise the Principal to obtain information about the Vendor from any third party who the Principal reasonably considers may be able to provide information about the Vendor or which is pertinent to the Tender

- (d) attend an interview if asked by the Principal. The Tender interview shall be held in Thursday Island or Cairns (location to be advised and sufficient notice given at the discretion of the Principal). The Vendor must be represented at interviews by a responsible member or members of its staff conversant with all technical, financial and contractual details of the Tender who is/are authorised to make, at the interview, any decision on behalf of the Vendor and who is/are able to indicate the relative values of any items under discussion.
- 5.12.3 The Vendor must supply any further information in relation to the Tender and the Project reasonably requested by the Principal within the time nominated by the Principal.
- 5.12.4 Any information supplied by the Vendor in response to a request for information, or at an interview, referred to in this Clause 5.11 will, if required by the Principal, form part of the Vendor's Tender.

5.13 ACCEPTANCE OF TENDER

- 5.13.1 The Principal may, in its absolute discretion, accept any Tender or no Tender.
- 5.13.2 The Principal may accept a non-conforming Tender as it is defined in Clause 5.7.
- 5.13.3 The lowest Tender will not necessarily be accepted by the Principal.
- 5.13.4 The Principal may accept a Tender on different terms to those contained in the Tender Documents.
- 5.13.5 A Tender will be accepted only when the Vendor receives from the Principal notice in writing that the Tender is accepted which contains particulars of the terms upon which the Tender has been accepted.

5.13.6 Security

The successful Vendor (if any) must, within twenty-eight (28) days after the letter of acceptance of its Tender, deposit with the Principal as security for the due and faithful performance of the Contract an amount as set out in clause 5.2 of the General Conditions of Contract.

5.13.7 Formal Instrument of Agreement

The successful Vendor (if any) must enter into with the Principal a Formal Instrument of Agreement for the due performance and fulfilment of its Tender and the Contract arising out of the acceptance thereof. Unless the letter of acceptance expressly provides to the contrary, and until a formal agreement is executed in accordance with the Conditions of Contract, the Principal's letter of acceptance, post Tender correspondence, the Tender, Addenda to Vendors issued by the Principal, Drawings, Specifications, Special Conditions of Contract, General Conditions of Contract and the balance of the Tender Documents will constitute the Contract between the Principal and the successful Vendor.

5.13.8 Principal may Terminate the Contract

If the successful Vendor (if any) shall fail, neglect or refuse to comply with Clause 5.12.7, the Principal, in addition and without prejudice to anything contained in the Conditions of Tender or any other right or power or remedy of the Principal, may by notice in writing to the Vendor terminate the Contract.

The Vendor will then forfeit all monies and/or securities theretofore deposited by the Vendor in respect of the Tender.

The Contractor shall not be entitled to make any claim for any sum of money expended in the Tender or the performance of the Contract if the Principal exercises the right to terminate the Contract under this Clause.

5.13.9 Withdrawal of Tender

In consideration of the administrative time and expense to the Principal evaluating its Tender, a Vendor undertakes not to withdraw its offer within the Tender Validity Period without the express written permission of the Principal.

5.13.10 Clarification

All matters requiring clarification with respect to the Tender Document, including Tender submission, scope of Works, technical requirements or contractual provisions are to be directed to the Principal Tender Contact referred to in Section 1. No other officer is authorised to provide clarification in this matter.

5.14 GOODS AND SERVICES TAX

5.14.1 Prices in the Tender Documents must exclude Goods and Services Tax (GST) unless the Tender Documents expressly provide otherwise.

5.15 GOVERNMENT FEES AND CHARGES

The Vendor shall include and be responsible for complying with all government acts, fees and charges associated with the project including but not limited to:

- Workplace Health and safety application and fees
- Portable Long Service Leave Levy application and fees
- Local government fees & charges
- Any other charges that may apply under Federal or Queensland Government Legislation

5.16 QUEENSLAND STATE PURCHASING POLICY

The provisions of this clause shall apply to Tenders for this Contract. In the consideration of Tenders, the Queensland State Purchasing Policy will be observed.

5.17 LICENSING AND MEMBERSHIP OF PROFESSIONAL BODIES

- 5.17.1 Where, in order to perform the Works, the Vendor is required by law or by the Tender Documents to have a licence or be a member of a professional body, the Vendor must include with its Tender all licence numbers and membership details which are necessary for it to perform the Works or which it proposes to use to perform the Works.
- 5.17.2 All licences and memberships must be current at the time of submission of the Tender.

5.18 ADVERTISING

- 5.18.1 Vendors must not take out advertisements relating to the Tender in any publication unless they first have the written consent of the Principal.
- 5.18.2 Vendors must not issue any information, publication, document or article for publication concerning the project in any media without the prior written consent of the Principal Tender Contact.
- 5.18.3 If the Vendor receives any enquiries pertaining to the Works from the media, the Vendor must immediately refer the person making the enquiry to the Principal Tender Contact and must notify the Principal Tender Contact of the fact that an enquiry was made. Vendors must not make any other comment in response to such an enquiry.

5.19 FINANCIAL AND LEGAL CAPACITY

- 5.19.1 The Principal may ask any Vendor to provide it with written evidence of its financial capacity to perform the Works or of its legal capacity. Written evidence of its financial capacity must come from a bank or financial institution. Written evidence of legal capacity must comprise a copy of an official document such as company registration and names of office bearers issued by the Australian Securities Commission or a statement confirming the legal entity signed by a practicing solicitor.
- 5.19.2 The Principal may refuse to award a Tender to:
- (a) Anybody other than a corporation or a person
 - (b) Anybody which cannot show that it has the financial capacity to perform the Works.
- 5.19.3 The Vendor must provide the written evidence (as applicable):
- (a) Of financial capacity within 14 days of a request under Clause 5.18.1; or
 - (b) In relation to legal capacity, within 3 days of a request under Clause 5.18.1.

5.20 COSTS AND EXPENSES

- 5.20.1 The Vendor must bear its own costs and expenses in preparing its Tender.

5.20.2 The Vendor shall have no entitlement to make any claim for any costs, losses, expenses or damages it may suffer as a consequence of the Tender process.

5.21 COLLUSIVE TENDERS

5.21.1 In consideration of being invited to Tender, the Vendor promises as a fundamental condition that it will not engage in any uncompetitive behaviour or other practice which denies legitimate business opportunities to other Vendors or other participants in the Tender process.

5.21.2 The Vendor warrants that:

- (a) it has, at the time of submission of its Tender, no knowledge of the Tender price of any other Vendor for the Works
- (b) it has, at the time of submission of its Tender, not entered into any agreement with other Vendors as to who should be the successful Vendor
- (c) it has, at the time of submission of its Tender, not been involved in any meetings of Vendors to discuss Tenders prior to the submission of the Tenders if the Principal or a representative of the Principal is not present
- (d) it has, at the time of submission of its Tender, not been involved in the exchange of information with other Vendors about the Tender
- (e) it is not, at the time of submission of its Tender, a party to any contract, arrangement or understanding pursuant to which there is or will be a payment or allowance of money or the securing of reward or benefit for unsuccessful Vendors by the successful Vendor
- (f) it is not, at the time of submission of its Tender, a party to any contract, arrangement or understanding between it and any other Vendor or Vendors pursuant to which prices or conditions relating to the Tender or the Works or any contract for the Works or any part thereof are fixed
- (g) the Vendor will not submit a cover Tender (that is a Tender submitted as genuine, but which has been deliberately priced in order not to win the contract or commission) and will not provide any assistance to another Vendor to do so
- (h) except as disclosed in the Tender, the Vendor has not, at the time of submission of its Tender, entered into any contract, arrangement or understanding to pay or allow any money or secure any reward or benefit directly or indirectly to a trade or industry association (above the published standard fees) in relation to this Tender.

5.21.3 In the event that the Vendor receives any money or allowance from or on behalf of another Vendor in relation to this Tender, the Vendor must immediately give the Principal written notice of such an event. Such money or the value of any allowance shall be held on trust for and become immediately payable to the Principal.

5.21.4 In the event of the Vendor paying or allowing to or on behalf of a trade or industry association or another Vendor any money in breach of these conditions, the Vendor

must immediately give the Principal written notice of such an event. The Principal shall be entitled to withhold from any payment due to the Vendor on any account an equivalent sum as liquidated damages.

5.21.5 If a Vendor is in breach of Clause 5.20, the Principal may:

- (a) refuse to consider its Tender or tenders; and
- (b) take such other action as it is entitled to take at law.

5.22 LOCAL EMPLOYMENT AND TRAINING

Projects funded by the Queensland State Government in Indigenous and Torres Strait Islander Communities are undertaken with the provision to provide employment and training for local community members in which the works are being undertaken. Although this project is not funded by the Queensland State Government, the framework at a minimum must be adhered to.

The Indigenous Employment Policy for Queensland Government Building and Civil Construction Projects requires the Contractor to ensure that training and employment occurs, and that a minimum number of the total labour hours on any Queensland Government funded building or civil construction be undertaken by Indigenous people recruited from the local community. In addition, a portion of the total labour hours is to be provided for accredited training, with the remaining to be provided for by local employment.

The policy is designed to maximise the potential employment opportunities and address skill shortages in Indigenous communities.

The aim of the project is to successfully train CDP Job Seeker, with the successful Vendor fully utilising these Job Seekers for the duration of the contract until the competency requirements are completed and certified by Meriba Ged Ngapun Mab. It will be the contractors' responsibility to liaise with Meriba Ged Ngapun Mab as the project progresses. The contractor will assist in co-ordinating and recording competency outcomes.

Meriba Ged Ngapun Mab will assist in providing inducted Job Seekers with a supervisor.

5.23 TENDER EVALUATION

Tender evaluation will be undertaken on a value-based assessment. That is, the recommendation of the preferred Tender will be assessed on offers which represent "value-for-money" by reference to both non-price criteria and price criteria. A scored weighted system will be used.

5.23.1 Non-Price Criteria

Each non-price criterion is to be assessed on its individual merits and then compared relative to other organisations to reduce the likelihood of any imbalance between relative scores.

The non-price criteria may include, but not limited to;

- Timeline / Program

- Capability / Resources
- Project Understanding
- Use of local workforce, trades and suppliers
- Nominated project personnel - Construction
- Current commitments
- Methodology statement
- Compliance with Queensland Government Training Policy
- Safety record
- Environmental record
- Quality assurance
- Past Performance / Reference Checks

5.23.2 Price Criteria

Price is to be scored differently to the non-price criteria, with the lowest price scoring highest. All other conforming Tender prices are ranked lower based on their percentage variation above the lowest conforming Tender price.

The rates provided by Vendors for delays will also be used to evaluate the price criteria scores, with the lowest rates scoring highest. All other conforming Tender rates for delays are ranked lower based on their percentage variation above the lowest conforming Tender price rates for delays.



6 GENERAL CONDITIONS OF CONTRACT

6.1 GENERAL CONDITIONS OF CONTRACT

Conditions of Contract (AS2124 – 1992)

Australian Standard 'General Conditions of Contract' - AS2124-1992, published by the Standards Association of Australia together with the incorporated amendments, additions and deletions to that document shall, save conditions expressly excluded or varied by the Specification, form part of this Contract.

These documents do not include a copy of AS2124-1992 General Conditions of Contract. The Vendor shall obtain a copy of the General Conditions of Contract.

6.2 ANNEXURE PART A

6.2.1.1 ANNEXURE to the Australian Standard (Part A)

6.2.1.2 General Conditions of Contract (AS2124 – 1992)

This Annexure shall be issued as part of the Tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: (Clause 1)	QUEENSLAND
Payments under the Contract shall be made at: (Clause 1)	By agreement between Principal and Contractor
The Principal: (Clause 2)	Erub Fisheries Management Torres Strait Islander Corporation ICN 7922
The address of the Principal:	PO Box 158 Erub Island QLD 4875
The Superintendent: (Clause 2)	PDR SMEC
The address of the Superintendent:	Level 2 Suite 63 20-32 Lake Street; (PO Box 2551) Cairns QLD 4870
Inspection prior to tender.	Not required but recommended
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	N/A
Bill of Quantities - the alternative applying: (Clause 4.1)	Alternative 1
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	With Tender
# Contractor shall provide security in the amount of: (Clause 5.2)	Two and a half (2.5%) of Contract Sum
# Principal shall provide security in the amount of: (Clause 5.2)	NIL
# The period of notice required at a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	NIL
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Fifty percent (50%)
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	2 Copies
The number of copies to be supplied by the Contractor: (Clause 8.4)	2 Copies
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	Fourteen (14) days

Work which cannot be subcontracted without approval: (Clause 9.2)	All or Any of the Works
The percentage for profit and attendance: (Clause 11(b))	NIL
The amount or percentage for profit and attendance: (Clause 11(c))	N/A
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	Ten percent (10%) of Contract Sum
The assessment for insurance purposes of Consultants' fees: (Clause 18(iii))	Ten percent (10%) of Contract Sum
The value of materials to be supplied by the Principal: (Clause 18(iv))	NIL
The additional amount or percentage: (Clause 18(v))	Ten percent (10%) of Contract Sum
Public Liability Insurance-the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$10,000,000
The time for giving possession of the Site: (Clause 27.1)	Seven (30) days after receipt of items from Section 4
# The Date for Practical Completion: (Clause 35.2)	8 weeks from the date of the letter of Acceptance NB: Subject to clause 7.29 of the Contract Documents
# Liquidated Damages per day: (Clause 35.6)	\$ 100 per day where beyond Practical Completion date agreed by all parties
# Limit of Liquidated Damages: (Clause 35.7)	10% of contract value
# Bonus per day for early Practical Completion: (Clause 35.8)	NIL
# Limit of bonus: (Clause 35.8)	NIL
# Extra costs for Delay or Disruption: (Clause 36)	NIL
# The Defects Liability Period: (Clause 37)	Twelve (12) months
The Charge for overheads, profit, etc for Daywork: (Clause 41(f))	To be included in day work charges
Times for Payment Claims: (Clause 42.1)	Within seven (7) days following the start of each calendar month. Unless otherwise agreed in writing.
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii))	NIL

Retention Moneys on: (Clause 42.3)	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 10% of the value until 5% of the Contract Sum is held; (b) items on Site but not yet incorporated in the Works, 10%; (c) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract.;
Unfixed Plant or Materials – the alternative applying: (Clause 42.4)	Alternative 1
The rate of interest on overdue payments: (Clause 42.9)	Ten percent (5%)
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	Two (2) months
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 1
The person to nominate an arbitrator: (Clause 47.3)	Chairperson of the Queensland Chapter of the Institute of Arbitrators and Mediators Australia
Location of arbitration: (Clause 47.3)	Queensland

6.3 ANNEXURE PART B

AMENDMENTS TO AS 2124-1992

Summary of amendments

1. New Clause 14.5 – Indemnity by Contractor regarding statutory requirements;
2. New Clause 14A – Contractor's Warranties;
3. New Clause 14B – Acknowledgements by Contractor;
4. New Clause 18A – Professional Indemnity Insurance;
5. Amendments to Clause 27.1 – Possession of Site;
6. Amendments to Clause 30.3 – Defective Materials of Work;
7. Amendments to Clause 35.5 – Extension of Time for Practical Completion;
8. Amendments to Clause 42.1 – Payment Claims, Certificates, Calculations and Time for Payment;
9. Amendments to Clause 42.6 – Effect of Certificates;
10. Amendments to Clause 43(b) – Payment of Workers and Subcontractors;
11. Amendments to Clause 44.6 – Adjustment on Completion of the Work Taken Out of the Hands of the Principal;
12. Amendments to Clause 46.2 – Time for Disputing Superintendent's Direction;
13. New Clause 49 – Records.

Clause 14.5 – Indemnity by Contractor regarding statutory requirements

Insert a new clause, after Clause 14.4, as Clause 14.5, as follows:

'14.5 Indemnity by Contractor regarding statutory requirements

- (a) The Contractor shall indemnify the Principal and the Superintendent against any claim which may be brought against the Principal and Superintendent and for any loss (including Specified Loss) which may be suffered or incurred by the Principal and Superintendent relating to or arising out of or in connection with:
 - (i) the Contractor's failure to comply with a statutory requirement; and/or
 - (ii) any enforcement of obligations imposed on the Contractor under a statutory 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.

- (b) In this clause, **Specified Loss** includes any of the following, whether direct, indirect, special or consequential:
- (i) loss of use, production, profit, income, revenue, business, contract, opportunity or anticipated saving;
 - (ii) liability for loss or damage suffered by third parties;
 - (iii) any financing costs increase in operating costs or legal costs (on a solicitor and client basis);
 - (iv) any fines levied;
 - (v) loss of reputation or embarrassment;
 - (vi) any other financial or economic loss not expressly referred to in the preceding paragraphs;

and any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraphs, howsoever arising.'

Clause 14A – Contractor's Warranties

Insert a new clause, after Clause 14 and before Clause 15, as Clause 14A, as follows:

'14A Contractor's Warranties

14A.1 The Contractor warrants to the Principal that:

- (i) the Contractor at all times shall be suitably qualified and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of work under the Contract;
- (ii) the Contractor shall carry out and complete the work under the Contract so that the Works, when completed, shall:
 - (A) be fit for their stated purpose; and
 - (B) comply with all the requirements of the Contract; and
- (iii) any personnel engaged by the Contractor to carry out the work under the Contract hold all competencies, licenses, accreditations and qualifications which are required to be held to carry out the work under the Contract;
- (iv) the Contractor has undertaken all necessary enquiries and investigations to satisfy itself as to:
 - (A) the nature and extent of its obligations under the Contract;
 - (B) the nature and extent of the work under the Contract;
 - (C) the completeness and accuracy of the Contract;

- (D) the site and its surrounds, including:
 - (i) the location of existing services at the site (including through Dial-Before-You-Dig);
 - (ii) the facilities at the site;
 - (iii) means of access to and from the site;
 - (iv) weather, climatic and seasonal conditions at the site or elsewhere which are relevant to work under the Contract;
 - (v) any other conditions at the site which could affect the carrying out of the Works;
- (E) all logistical considerations for the carrying out of the work under the Contract; and
- (F) any other risks, contingencies and other circumstances which could have an effect on the cost of executing the work under the Contract or compliance with the Contractor's other obligations under the Contract.

14A.2 Warranties Unaffected by Variation

The warranties remain unaffected notwithstanding any variation.'

Clause 14B – Acknowledgements by Contractor

Insert a new clause, after Clause 14A and before Clause 15, as Clause 14B, as follows:

'14B Acknowledgements by Contractor

The Contractor acknowledges that the payment to which it is entitled under Clause 3.1 is the Contractor's full and sole monetary compensation for:

- (a) carrying out the work under the Contract described in or to be reasonably inferred from the Contract in accordance with the Contract;
- (b) providing all materials, plant, personnel and other items of work necessary for the proper completion of work under the Contract or the compliance of the Contractor with its other obligations under the Contract, (including items which are not expressly mentioned in the Contract but which are obviously and indispensably necessary for the proper completion of the Works or the compliance of the Contractor with its other obligations under the Contract);
- (c) all disbursements, incidentals, sundries and outlays in connection with the work under the Contract including travel, accommodation, meals, living expenses, provision of site office facilities, photocopying, printing and telephone fees, costs and charges;

- (d) costs associated with establishment and disestablishment under this Contract;
- (e) paying all fees, charges, costs, expenses, taxes or duties incurred by the Contractor in carrying out its obligations under the Contract;
- (f) effecting and maintaining the insurances required under the Contract;
- (g) attendance by the Contractor at all inductions, training, workshops and other meetings required by the Principal;
- (h) all payments required to be made by the Contractor in accordance with any legislative requirement, including but not limited to fees, charges, costs, expenses, taxes, duties, levies, wages, superannuation allowances, bonuses and other payments, and payments in respect of any employees or personnel engaged by the Contractor;
- (i) paying all royalties and other fees in connection with any patents, copyright and other intellectual property rights provided by the Contractor;
- (j) the cost of acquiring any other land required by the Contractor to carry out the work under the Contract;
- (k) all profit, attendance, preliminaries, supervision, on-site overheads, off-site overheads;
- (l) any rise and fall in costs;
- (m) any delay or disruption to or prolongation of the work under the Contract;
- (n) complying with all directions authorised by the Contract;
- (o) complying with all of the Contractor's other obligations under the Contract;
- (p) all warranties given by the Contractor under the Contract;
- (q) complying with any legislative requirements applicable to the work under the Contract, including but not limited to compliance with the *Native Title Act 1993* (Cth) and *Torres Strait Islander Cultural Heritage Act 2003* (Qld); and
- (q) all other risks borne by the Contractor under the Contract.'

Clause 18A – Professional Indemnity Insurance

Insert a new clause, after Clause 18 and before Clause 19, as Clause 18A, as follows:

'18A Professional Indemnity Insurance

- (a) Before commencing the work under the Contract, the Contractor shall effect and maintain professional indemnity insurance with levels of cover not less than 5 Million AUD.

- (b) The insurance shall be maintained until at least 6 years after the date the Final Certificate is issued under Clause 42.8.'

Clause 27.1 – Possession of Site

Between lines 40 and 41 on page 22, add the following new paragraph:

'If there is delay in giving the Contractor possession of the site, that delay shall not be taken to be a breach of Contract. However, the delay may provide a basis for extending the Date for Practical Completion pursuant to Clause 35.5 if the Superintendent, acting reasonably, considers that an extension is warranted, and the Contractor seeks an extension.'

Clause 30.3 – Defective Materials or Work

On line 34 on page 24, after the words '*may direct the Contractor to*', insert:

'at the Contractor's cost'

Clause 35.5 – Extension of Time for Practical Completion

On line 49 on page 28 after the words, '*inclement weather*', delete the comma and insert a full stop, and after the full stop, insert the words:

For the purposes of this clause, "inclement weather" means precipitation or strong wind or there after effects sufficient to prevent or seriously disrupt 'critical path' work activities during working hours undertaken in accordance with this Contract and accepted good practice. The Contractor shall not be entitled to an extension of time for weather events or the effects of weather events which are not inclement weather as defined in this clause.

Between lines 17 and 18 on page 29, add the following new paragraph:

'The Contractor shall not be entitled to any further payment whatsoever as a result of an extension of time being granted, irrespective of what loss is suffered or further costs incurred by the Contractor, unless the Contractor is expressly entitled to such further payment under this Contract for the event that has given rise to the need for that extension of time.'

On line 42 on page 29, after the words, '*for any reason*', insert the words:

'and there shall be no payment whatsoever to the Contractor because of the granting of such extension of time, irrespective of what loss is suffered or further costs incurred by the Contractor.'

At the end of the last paragraph on page 29, insert the words:

Notwithstanding anything else in this clause, the Contractor shall only be entitled to extensions of time for delays to activities on the critical path where the delay is for a continuous period of longer than one half of a working day. In this clause, a "working day" is a weekday on which the Contractor is carrying out work under the Contract.

Clause 36 – Delay or Disruption Costs

Delete the sentence “*limit the Principal’s liability for damages for breach of contract*” on line 22 on page 30.

At the end of the last paragraph of the clause, insert:

The amount payable under this clause shall be in full and final satisfaction of all losses, expenses, costs and damage incurred or in any way connected with any delay or disruption caused or encountered by the Contractor in the execution of the Works and the performance of the Contract generally.

Clause 42.1 – Payment Claims, Certificates, Calculations and Time for Payment

Delete the sentence beginning ‘*Subject to the provisions...*’ on line 33 on page 33 and ending ‘*...the amount of the Contractor’s claim.*’ on line 39 on page 33, and replace with:

‘If the payment certificate discloses an amount to be paid to the Contractor, then no sooner than 14 days after issuing the Superintendent’s payment certificate, but no later than 28 days after issuing the Superintendent’s payment certificate, the Principal shall pay the Contractor the amount stated in the payment certificate. If the payment certificate discloses an amount to be paid to the Principal, then the Contractor shall pay the Principal the amount stated in the payment certificate no later than 28 days after receiving the payment certificate in the manner directed by the payment certificate’.

Clause 42.6 – Effect of Certificates

After the words ‘*payment certificate*’ on line 47 on page 34, insert the words:
‘, including the Final Payment Certificate,’

Clause 43(b) – Payment of Workers and Subcontractors

Between lines 16 and 17 on page 36, add the following:

‘For the purpose of this subclause, the term ‘subcontractor’ has the meaning given to that term in the *Subcontractors Charges Act 1974*’.

Clause 44.6 – Adjustment on Completion of the Work Taken Out of the Hands of the Principal

After the last paragraph of this clause, insert a new paragraph that reads as follows:

‘For the avoidance of doubt, any project management costs, including costs associated with calling for tenders to complete the work taken out of the hands of the Contractor, shall be recoverable from the Contractor under this clause’.

Clause 46.2 – Time for Disputing Superintendent’s Direction

On line 8 on page 40, delete the number ‘56’ and replace with:

‘10’.

Clause 49 – Records

Insert a new clause, as clause 49, as follows:

'49 Records

(a) In this clause:

- (i) **As Constructed Drawings** means as constructed drawings of the Works which shall comply with any standard specified or direction issued by the Superintendent;
- (ii) **Construction Records** includes:
 - (A) any documents created and required to be provided under this Contract (and all documents created in compliance with them);
 - (B) operations and maintenance manuals required by the Contract (if any); and
 - (C) if Annexure Part A provides that the Contractor is to provide As Constructed Drawings, the As Constructed Drawings; and
 - (D) any additional documents or records stated in Annexure Part A.

(b) The Contractor must:

- (i) keep and maintain the Construction Records until the expiry of the last defects liability period;
- (ii) in addition to the Construction Records, keep and maintain until the expiry of the last defects liability period, a complete record of the work under the Contract, including design calculations, tender estimates, calculations and make ups, records as to the progress of the work under the Contract, diary records of daily tasks, complete photographic records, manning and equipment record, cost to date records, cost to complete calculations, time records, all cost records relating in any way to delays, variations, and day works, all consultant reports and opinions obtained by the Contractor in relation to the matters referred to in this paragraph and all necessary supporting documents, invoices, records and related financial statements whether in writing or stored on any medium whatsoever (but not including any documents which are subject to legal professional privilege) (**'Other Records'**);
- (iii) at the times directed by the Superintendent, allow the Principal and the Superintendent to access any premises at which Construction Records and Other Records are kept and to inspect and copy any Construction Records and Other Records;

- (iv) provide a complete copy of the Construction Records to the Superintendent as a requirement of practical completion (including, if required by the Superintendent, copies of documents created using computer software in the electronic format directed by the Superintendent); and
- (v) provide a copy of any updated Construction Records on the expiry of the last defects liability period.

The Construction Records must be:

- (f) consistent with the requirements of the Contract;
- (g) completed in accordance with all reasonable requirements of the Principal made known to the Contractor; and
- (h) certified by the Contractor.

The Superintendent may give a direction under Clause 8.9(b)(iii) at any time up to the issuing of the final certificate.'

6.4 FORMAL INSTRUMENT OF AGREEMENT

Refer following 4 pages.

**ERUB FISHERIES MANAGEMENT TORRES STRAIT
ISLANDER CORPORATION ICN 7922
REFURBISHMENT OF FISHERIES PROCESSING
BUILDING
Contract No. 19345-01**

**ERUB FISHERIES MANAGEMENT TORRES
STRAIT ISLANDER CORPORATION**

("Principal")

AND



("Contractor")

Formal Instrument of Agreement

Formal Instrument of Agreement

DATED: ...

PARTIES:

Erub Fisheries Management Torres Strait Islander Corporation
("Principal")

...

("Contractor")

RECITALS:

A. The Principal is the owner and operator of Erub Fisheries Management Torres Strait Islander Corporation.

B. On **DATE**, the Principal invited selected organisations to submit a Tender for appointment as Contractor for the Erub Fisheries Processing Building Contract No. (19345-01)

C. On **DATE**, the Contractor submitted a Tender for appointment as Contractor under the Contract.

D. The Principal has agreed to engage the Contractor to perform the Contract at the Tendered lump sum price of **\$PRICE** (including GST), subject to the terms of this deed ("Works").

E. The Contractor is willing to accept that engagement upon those terms.

F. The Principal enters into this Contract relying on the Contractor's representation that it is experienced in the construction of projects similar to the Works.

NOW THE PARTIES AGREE:

Defined terms

1.1 In this Deed, except where the context otherwise requires:

- (a) "**General Conditions of Contract**" means AS2124-1992, together with Annexures Parts A and B as set out in Section 6 of the Tender Documents.
- (b) "**Non-Technical Specification**" means the documents set out in Section 7 of the Tender Documents, and otherwise have the meaning given to the term "Specification" in the General Conditions of Contract.

- (c) "**Specification**" or "**specification**" means both the Technical Specification and the Non-Technical Specification, as the case may be.
- (d) "**Technical Specification**" or "**technical specification**"; where those terms appear in the Conditions of Tender, means the documents set out in Section 8 of the Tender Documents, and otherwise have the meaning given to the term "Specification" in the General Conditions of Contract.
- (e) "**Tender**" means a Tender submitted by a Vendor in accordance with the Tender Documents. "Tender Submission Documents" has the same meaning.
- (f) "**Tender Documents**" or "**Tender document**" mean this document (including Sections 1-9 and Appendices) and the Drawings. "**Tender Document**" and "**Documents**" have the same meaning.
- (g) Any other capitalised term has the same meaning as specified in the Non-Technical Specification in Section 7 of these Tender Documents.

The principal

1.2 The Principal and the Contractor declare that this instrument shall operate as a Deed.

The Contractor

1.3 The Contractor shall perform the Contract for the Tendered lump sum price, subject to the terms of this deed.

The deed

1.4 The following documents, which have been marked as exhibits and signed by the parties for the purpose of identification, are incorporated in this deed.

- (a) Letter of Acceptance dated **DATE** (marked Exhibit 1).
- (b) **CONTRACTOR** Tender for Contract No. 19345-01 including Tender Schedules (marked Exhibit 2).
- (c) Conditions of Tender as set out in the Tender Documents (marked Exhibit 3)
- (d) Special Conditions of Contract set-out in Tender Documents (marked Exhibit 3).
- (e) General Conditions of Contract AS2124-1992 and Annexure Parts A and B (marked Exhibit 3).
- (f) Project Specification set out in the Tender Documents included on drawings
- (g) Appendix A – Drawings (marked Exhibit 4)
- (h) Appendix B – Photos (marked Exhibit 5)

Prior agreements superseded

- 1.5 This deed wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the parties covering or in connection with the Contract and is the entire agreement between the parties in respect of the Contract.

Variations

- 1.6 No variations to this deed shall be valid unless in writing and signed by the parties.

Contractor's fundamental obligations

- 1.7 The Contractor must construct and complete the Works in accordance with the Contract.

Principal's fundamental obligations

- 1.8 The Principal will pay the Contractor the sum of \$PRICE (including GST) (AUD) for the due and proper performance of the Works in accordance with the Contract.

Operation of Contract

- 1.9 This Contract applies to work under the Contract, whether the work under the Contract is undertaken before, on or after the Date of Contract.

Parties empowered to enter into the Contract

- 1.10 Each of the Principal and the Contractor covenants that:

- a) it has full legal capacity and power to:-
 - i) own its property and to carry on its business; and
 - ii) enter into the Contract and to carry out the transactions that the Contract contemplates; and
- b) it holds each authorisation that is necessary to:-
 - i) enable it to properly execute the Contract and to carry out the transactions that the Contract contemplates;
 - ii) ensure that the Contract is legal, valid, binding and admissible in evidence; and
 - iii) enable it to properly carry on its business,

and it is complying with any conditions to which any of these authorisations is subject.

1.11 Priority of Documents

The documents listed in Clause 1.3 are to be taken as complementary and mutually explanatory and are intended to include all items required for the proper execution and completion of the Works. Any item of work mentioned in the Specification and not shown on the Drawings or



SMEC

shown on the Drawings and not mentioned in the Specification, shall be provided by the Contractor as if shown or mentioned in both.

Should there be any ambiguity, discrepancy or inconsistency in any of the documents forming part of the Contract, or unless there be any stipulation to the contrary in any of the documents forming the Contract, the following order of precedence shall apply:

- Letter of acceptance
- Post-Tender correspondence
- Tender Form and Vendor's covering letter
- Addenda
- Drawings
- Non-Technical Specification in Section 7 of these Tender Documents;
- Technical Specification in Section 8 of these Tender Documents;
- Special Conditions of Contract in Section 6 of these Tender Documents;
- AS 2124-1992 General Conditions of Contract
- Priced Bill of Quantities
- Balance of the Tender Documents
- Balance of the Tender Submission

In the event that the aforesaid order of precedence of Contract documents cannot be reasonably applied, or in the event that when that order of precedence is applied, some doubt arises as to the resolution of any differential matter or thing, as between any two or more of the said documents, then the Superintendent shall be the sole arbiter as to which Contract document shall apply to that matter.

EXECUTED AS A DEED

Executed by Erub Fisheries)
Management Torres Strait Islander)
Corporation in the presence of:) _____
) Director
)
Witness) _____
) Director/Secretary

GIVEN UNDER THE COMMON SEAL of)
CONTRACTOR by authority of a)
resolution of the Directors in the presence)
of)
 , a Director and)
 , a Director, who warrant that,)
by doing so, this Deed is properly)
executed, and in the presence of:)
)
)
Witness

7 NON-TECHNICAL SPECIFICATION

7.1 INTRODUCTION

REFER TO CLAUSE 2.1

The Erub Fisheries Processing Building Refurbishment;

The Erub Fisheries Processing Building includes

- Replacement of the Roof Structure over the freezer units
- Replacement of the existing storeroom.

Building approval will be necessary and will be completed by PDR | SMEC.

The successful contractor will be responsible to undertake the necessary investigations to demonstrate what has been constructed either complies with current Australian Standards, or does not with appropriate justification. PDR | SMEC will be available at no cost to provide structural advice at the time the investigation is conducted.

The site refurbishment works have been developed with training in mind and where possible, construction material selected to increase onsite labour and training opportunity. Where details are not provided, the engaged contractor is to liaise with PDR | SMEC and Meriba Ged Ngapun Mab to obtain a solution that will suit the building environment and maximise training opportunity.

The successful contractor must provide all of the “associated work” identified in the Technical Specifications. This shall include builder's works in association, concrete works, cable pits, supports, scaffolding and craneage as required.

In general, temporary Works, power, hoardings/screened fencing, traffic management and shelters, as necessary to facilitate the Works and to minimise interference with the adjacent property.

7.2 DEFINED TERMS

In the Tender Documents, except where the context otherwise requires:

- **"Addenda"** means notices issued by the Principal and/or Superintendent to Vendors during the Tender Period concerning the Tender Documents.
- **"Approved", "Directed", "Required", "Rejected", "approved", "directed", "required", "rejected"** and similar expressions, mean approved, directed, required, rejected, by the Superintendent who shall be the sole judge and shall determine what is and what is not Approved, irrespective of any trade usage.
- **"Business Day"** means a day other than:
 - a Saturday, Sunday or public holiday in Thursday Island
 - 27, 28, 29, 30 or 31 December

- **"Certificate of Practical Completion"** has the meaning given to it in the General Conditions of Contract.
- **"Concurrent Contractors"** means persons engaged by the Principal to carry out works at the Site including those listed in clause 7.4.
- **"Conditions of Contract"** means the General Conditions of Contract and the Special Conditions of Contract.
- **"Conditions of Tender"** means the conditions set out in Section 1 of the Tender Documents.
- **"Construction Programme or Construction Program"** has the meaning given to it in clause 33.2 of the General Conditions of Contract.
- **"Consultant"** means a Consultant engaged by the Principal for the purposes of the Project.
- **"Contract"** means the contract formed upon acceptance of a Tender.
- **"Contract Documents"** mean the documents comprising the Contract, as set out and described in the Formal Instrument of Agreement.
- **"Contract Sum"** has the meaning given to it in the General Conditions of Contract.
- **"Contractor"** means the successful Vendor (if any).
- **"Council"** means Torres Strat Island Regional Council.
- **"DoIAT"** means Department of Infrastructure And Transport.
- **"Drawings"**, where that term appears in the Conditions of Tender, means the Drawings referred to in Appendices of the Tender Documents, and otherwise has the meaning given to it in the General Conditions of Contract.
- **"Electronic Format"** means in the 'native' format of the program used to create the document in question, therefore for a Construction Program made with Microsoft Project it would mean a Microsoft Project file rather than an electronic print such as a PDF file or similar.
- **"General Conditions of Contract"** means AS2124-1992, together with Annexures Parts A and B as set out in Section 6 of the Tender Documents.
- **"GST"** means the same as in the GST Law.
- **"GST Law"** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 unless the context makes it clear that a different meaning is intended.
- **"MOWP"** means Method of Work Plan.
- **"Practical Completion"** has the meaning given to it in the General Conditions of Contract.

- **"Principal"** means Erub Fisheries Management Torres Strait Islander Corporation.
- **"Project"** means 'Completion of the Erub Fisheries Processing Building' and includes this Contract 19345-01 and some of the concurrent Works (if any) listed in the Special Conditions of Contract.
- **"Quality Assurance System"** means a system complying with the requirements of AS 9000 Series "Quality Systems for Design/Development, Production, Installation and Servicing" or such system as may otherwise be approved by the Superintendent.
- **"Safety Plan"** means a "workplace health and safety plan" as required by the Workplace Health and Safety Act and defined under the accompanying regulations.
- **"Selected"** means selected by the Superintendent from standard stock materials or items of a manufacturer or supplier.
- **"Special"** means Specially made to the Superintendent's approval and not selected from a standard range.
- **"Special Conditions of Contract"** means the conditions set out in Section 7 of the Tender Documents.
- **"Superintendent"** means PDR | SMEC
- **"Specification"** or **"specification"** or **"Technical Specification"** or **"technical specification"**; where those terms appear in the Conditions of Tender, means the documents set out in Section 8 of the Tender Documents, and otherwise have the meaning given to the term "Specification" in the General Conditions of Contract.
- **"Tender"** means a Tender submitted by a Vendor in accordance with the Tender Documents. "Tender Submission Documents" has the same meaning.
- **"Tender Documents"** or **"Tender document"** mean this document (including Sections 1-9 and Appendices) and the Drawings. **"Tender Document"** and **"Documents"** have the same meaning.
- **"Tender Information"** means all information made available by the Principal to the Vendor for the purpose of Tendering for the Contract.
- **"Tender Period"** means the period from the date of issue of the Tender Documents to the closing date for Tenders.
- **"Vendor"** means the person or company submitting a Tender.
- **"work under the Contract"** has the meaning given to it in the General Conditions of Contract.
- **"Working Day"** means a Contractor's Working Day. Working Days will be deemed to be Monday to Friday inclusive, excluding public holidays and recognised industry rostered

days off (RDO's), unless varied by the Working Days specified in the accepted Construction Programme.

- **"Working Hours"** means normal working hours within a Working Day.
- **"Normal Working Hours"** means 07:00 hours to 17:00 hours on a "Working Day" unless approved otherwise by the Superintendent in writing.
- **"Clear Working Day"** means that working day following but not less than 24 hours.
- **"Week"** means Seven calendar days.
- **"Works"** means the whole of the work to be executed in accordance with the Contract, as described, shown or contemplated in the Principal's project requirements including variations provided for by the Contract, which by the Contract is to be handed over to the Principal.
- Any other capitalised term has the same definition as in the General Conditions of Contract.
- Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.
- Words importing a gender include every gender.
- If the time for giving any notice, issuing any certificate, making any payment or doing any other act required or permitted by the Contract, falls on a Saturday, Sunday or statutory or public holiday, then the time for giving the notice, issuing the certificate, making the payment or doing the other act will be deemed to be on the next day following which is not a Saturday, Sunday or statutory or public holiday.
- If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- Any provision of the Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the Contract enforceable, unless this would materially change the intended effect of the Contract.
- This Contract is not to be interpreted against the interests of a party merely because that party proposed this Contract or some provision in it or because that party relies on a provision of this Contract to protect itself.
- All documents submitted by the Contractor shall be in the English language.
- All dimensions and other measurements shall be in the S.I. system of units.
- Where Australian or other Standard Specifications or Codes are specified, the Specification or Codes shall be the current issue of the Code at the time of Tendering, unless otherwise indicated.

7.3 SCOPE OF WORKS AND WORKS BY OTHERS

7.3.1 Scope

The scope of Works includes:

- Construction of all works as described in the Tender Documents (Refer Schedule 3.3 and drawings 30033657-SK01 to SK03).

7.3.2 Work by Others

Not applicable.

7.3.3 Other Works

The Principal reserves the right to carry on work and to issue other Contracts for work within the Contract area during the course of this Contract. The Contractor shall maintain reasonable access to the satisfaction of the Superintendent for others to carry out work at the Site.

The Contractor will be deemed to have made adequate provision in his rates in the Schedule of Rates and Prices or Bill of Quantities of Vendor's Lump Sum generally for carrying out his work while others are working in his area and shall not be liable to any additional payment due to consideration of work by others.

7.4 FORM OF CONTRACT

The Contract shall be a Lump Sum Contract for the supply of all necessary labour, materials, tools, plant and equipment for the construction of the works as set out in the Tender Documents.

7.5 DILAPIDATION REPORT

Prior to commencing work on the Site, the Contractor shall carry out a comprehensive survey of the existing structures, buildings (interior as well as exterior), roads, access paths and footpaths adjacent to, around and about the Site ("Existing Structures"). The survey must also include a comprehensive photographic record of existing conditions prior to the Contractor having access to the Site.

Failure by the Contractor to take such action will be accepted as notice that there are no pre-existing defects or damage.

The survey shall include the recording by adequate means as necessary to accurately show the existing condition of these existing structures. If so requested the Superintendent shall attend for the survey.

The Contractor shall lodge a copy of the survey documents, endorsed by the Principal, with each the Principal and the Superintendent.

The dilapidation report will be used as a benchmark and any damage identified from this base.

All damage to existing structures caused by any work under the Contract shall be made good by the Contractor, at no cost to the Principal.

Any subsequent damage to the existing structures shall be made good by the Contractor at its expense. Should the Contractor notice damage done by others, the Contractor must immediately notify the Superintendent.

7.6 QUALITY ASSURANCE

7.6.1 General

The Contractor shall establish and implement a Quality Assurance System for all aspects of the work under the Contract.

The Contractor shall prepare and submit to the Superintendent a Project specific quality plan, conforming with the Contractor's Quality Assurance System and detailing inspection and test plans and proposed lots for the Works.

The Superintendent will carry out such quality surveillance and audits as deemed necessary to ensure that the Contractor is conforming to its quality plan and the various requirements of the Specification.

7.6.2 Quality System Requirements

The Contractor's Quality Assurance System shall incorporate:

- Such measures as are necessary to trace each product or service from receipt through construction
- Quality assurance and quality control procedures covering all material supply, manufacture and construction carried out by the Contractor and any of its subcontractors

The Contractor's quality control tests and inspections shall include, but not be limited to, the following:

- The tests and inspections required in accordance with the Specification. The frequency of such tests and inspections shall be not less than the requirements set out in the Specification.
- Such tests as are necessary to demonstrate that materials and equipment comply with the requirements of the Specification.

Whenever practicable, the Contractor shall carry out material testing such that the results are available for review by the Superintendent prior to the materials being incorporated into the Works.

7.6.3 Monitoring and Testing

The Contractor shall, for the duration of the Contract carry out monitoring and testing in accordance with the Approved Quality Assurance System.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall immediately advise the Superintendent the details of such non-conformance, including location in the Works, and the proposed remedial actions.

7.6.4 Quality Audit Certification

The Contractor shall carry out quality audits of its Quality Assurance System on a regular basis. Subcontractor's Quality Assurance Systems shall be deemed to form part of the Contractor's Quality Assurance System.

The Contractor shall submit written certification of the following to the Superintendent with every payment claim:

- That at least one quality audit has been performed within the previous sixty days, and the date of the audit.
- That the quality audit verifies that the work performed by the Contractor and all subcontractors complies with the Contract requirements.
- That the attached list of non-conformances is complete. The status of each non-conformance shall be reported.

In the event that the Superintendent does not receive acceptable quality audit certification, the Superintendent may, at his sole discretion, adjust the amount payable under each claim for payment until acceptable quality audit certification is received.

7.6.5 Non-conformances

The Contractor shall immediately notify the Superintendent of every non-conformance, and as soon as possible thereafter, shall notify the Superintendent of its proposed corrective action.

The Quality Assurance System does not relieve the Contractor of liability for defects.

7.6.6 Quality of Materials, Equipment and Workmanship

Materials and equipment shall be new and of a quality at least equal to that specified. Wherever practicable, materials and equipment shall be of Australian manufacture. Where specified in the Technical Specification, the Contractor shall supply test certificates to verify the materials specified. In the absence of a test certificate the Contractor shall test the materials at the cost of the Contractor.

All work shall be carried out by suitably qualified persons having experience in the particular types of work to be executed.

7.7 PROGRESS CLAIM PROCESS

The Contractor is required to follow the administrative process for the assessment and payment of progress claims as outlined below:

7.7.1 Application for Payment

- The "Application for Payment" is assessed and certified by the Superintendent and Payment Certificate issued, in accordance with the General Conditions of Contract. Upon certification, the Contractor raises a "Payment Claim" which becomes due as specified under the Building and Construction Industry Payments Act 2004 Qld (BCIPA). The "Application for Payment" must be provided in sufficient time for the "Payment Claim" to be lodged in accordance with the General Conditions of Contract;

- If the Contractor issues a Payment Claim that claims an amount that is different to the amount certified in the Payment Certificate, then the Superintendent will be required to prepare a “Payment Schedule”, as defined by the BCIPA. The “Payment Schedule” must then be provided to the Principal, in sufficient time for the Principal to issue it within the time period stipulated in BCIPA;
- If the Contractor issues an “Adjudication Application”, then the Superintendent will be required to prepare an “Adjudication Response”, as defined by the BCIPA. The “Adjudication Response” must be provided to the Principal, in sufficient time for the Principal to issue it within the time period stipulated in BCIPA

7.7.2 Contractor Payments

The administrative procedure for Contractor payments is:

- The original documents, i.e. Contractor’s “Application for Payment”, “Payment Claim” (as a Tax Invoice) and the Progress Certificate is sent by the Superintendent PDR | SMEC. P.O. Box 2551 Cairns QLD 4870 (not faxed or photocopied).
- The PDR | SMEC authorised Officer arranges for payment of the certified amount.
- Original Statutory declaration outlining payment of subcontractors has been conducted is to be support the Application for payment.

7.7.3 Invoices

Tax Invoices, from the contractor must be addressed as follows:

PDR Engineers Pty Ltd
TSRA Imprest Account
C/- PDR | SMEC
PO Box 2551
Cairns QLD 4870.

7.8 SITE PERSONNEL

7.8.1 General

The Contractor shall ensure that all employees and Sub-contractor’s employees are suitably experienced, competent to operate relevant plant and equipment and are aware of their responsibilities under the Workplace Health and Safety Act.

7.8.2 Contractor’s Representative

The Contractor shall employ on site during all working hours, a site supervisor or foreman experienced in the classes of work associated with the Contract. The Contractor shall advise the names of key personnel including the site supervisor or foreman for the contract at time of the pre-start meeting. In the event that the Contractor has not notified the Superintendent in writing of the name of the Contractor’s Representative, this supervisor or foremen shall be considered as the Contractor’s Representative.

Any person or persons nominated shall not commence duty on the Site until the nomination has been accepted by the Superintendent. The Contractor's Representative shall: -

- i. Exercise all the powers of a Contractor's Representative appointed in accordance with Clause 25 of the General Conditions.
- ii. Be resident on the site from commencement of work on site until Practical Completion of the Contract is achieved.
- iii. Not be transferred from the Site by the Contractor without the written consent of the Superintendent 14 days prior to leaving site.
- iv. The Contractor's replacement is to be made fully aware of all details of the project prior to commencing work as Contractor's Representative.

The Superintendent may revoke the appointment of any Contractor's Representative and direct the Contractor to remove the person from the Site during the progress of the Works. In such case, the Contractor shall within fourteen (14) days appoint a successor acceptable to the Superintendent.

7.9 TIMES FOR COMMENCEMENT AND PRACTICAL COMPLETION

The Contractor shall prepare and submit to the Superintendent for review, the following:

- Construction Programme, as described in clause 7.10 "Construction Programme"
- Quality Plan, as described in clause 7.6 "Quality Assurance"
- Environmental Management Plan, as described in clause 7.32 "Environmental Management Plan"
- Safety Plan and certification, as described in clause 7.18 "Safety"
- Traffic Management Plan as described in clause 7.49 "Traffic Management"

The Contractor must allow a minimum of five (5) Business Days for the Superintendent to review these documents. Following review, the Superintendent will notify the Contractor of any required amendments to these documents. The Contractor shall make such amendments forthwith and resubmit for review. The Superintendent shall complete his review of the amended documents within a reasonable time. When the Superintendent is of the opinion that all the documents meet the requirements of the Contract, he will notify the Contractor and the Principal in writing.

The Principal will give the Contractor possession of the Site after a period nominated in the General Conditions of Contract following issue of the Letter of Acceptance of Tender,

7.10 CONSTRUCTION PROGRAMME

7.10.1 General

Pursuant to Clause 33.2 of the General Conditions of Contract, the Contractor shall submit a detailed Construction Programme to the Superintendent at the Pre-Start meeting in the form of a Gantt chart. The Contractor shall also submit the Construction Program in Electronic Format, that is, a format suitable for the Superintendent to view and edit in the relevant programming software.

If the Superintendent considers that this Gantt chart is not sufficient for his purposes or otherwise not satisfactory, he may require the Contractor to provide an amended bar chart within seven (7) days of being requested to do so. The Construction Programme submitted in accordance with this clause and any subsequent amendments thereto submitted by the Contractor shall, when accepted by the Superintendent, be termed the Construction Program.

The Principal may refuse payment upon any certificate until such bar charts have been provided.

The program should provide expected start/finish dates of all major components of the works identified by reference to the different sections of the specification, Schedule of Rates and Prices or Bill of Quantities as applicable or as requested by the Superintendent. Indicative marks on the Programme should show times where the Superintendent will be required to carry out inspection. Provisional Items should be included.

Required delivery dates of materials supplied by the Principal should be clearly shown.

The Contractor shall notify the Superintendent not less than fourteen (14) days prior to making a major revision to the Construction Programme which would affect the programming of the work of the Principal or the Principal's other Contractors. The Superintendent is not obliged to approve these changes.

7.10.2 The Network

The Construction Programme shall be prepared using a computer software program in precedence format on "Microsoft Project" or Approved alternative.

The Construction Programme shall show the dependencies between Project tasks (the network) and clearly show the critical path of activities. The network shall comprise activities, which accurately represent the Contractor's methods of executing the whole of the Works and shall include the manufacture and procurement of all major equipment.

The duration of each activity shall have a single time estimate, which shall be expressed in Working Days. Site activities shall be broken down and if necessary into sub-activities, which do not exceed ten Working Days except for the procurement of equipment and materials, the duration of any activity or where necessary, sub-activity shall not exceed 20 Working Days.

All constraints to the orderly execution of the Works shall be clearly identified. Such constraints shall include, but not be limited to, the following:

- Works and services to be provided by the Principal in accordance with the Specification which may affect the Contractor's Works
- All periods during which the Contractor intends to discontinue working on any part of the Works for any reason

The network diagram shall be time scaled and shall incorporate a week numbering system.

7.10.3 Program Details

Details to be shown on the Construction Programme shall include, but not be limited to, the following items in conformance with the requirements of the Specification:

- Submission of Contractor's Drawings and other documentation for acceptance. Allowance shall be made for the re-submissions prior to final acceptance by the Superintendent.
- Placing of orders including those placed by both the Contractor and its subcontractors.
- Stages of construction and manufacture.
- Dates by which items of work to be executed by the Principal shall be completed to suit the Contractor's proposed Construction Programme.
- Dates by which major sections of the Works will be completed by the Contractor.
- Dates of site testing and commissioning by the Contractor.
- Date for Practical Completion.

7.10.4 Data required with Program

The Contractor shall submit the following information with its Construction Programme:

- The number of Working Days per week upon which the Construction Program is based
- The dates of all statutory and other planned holidays and Construction Industry Award Rostered Days Off upon which the Contractor does not anticipate working during the currency of the Contract

7.10.5 Revisions of Program

The Contractor shall submit one copy in Electronic format of the revised Construction Programme for acceptance by the Superintendent at not greater than fortnightly intervals, to ensure the Superintendent has at all times a current Project status and an agreed program of future work including Contractor's proposed actions to complete the work on time.

Each revision of the Construction Programme shall clearly show the available float on the delivery of materials and equipment prior to the target dates for installation and on completion of the Works.

Submission or Approval of a revised Construction Programme does not relieve the Contractor of its obligation to comply with its obligations under the Contract including its obligation to comply with a prior Construction Programme.

7.11 CASHFLOW DIAGRAM

The Contractor must supply to the Superintendent an expected Cumulative Cash Flow Diagram which corresponds in time periods to the Construction Programme and in costs to the Schedule of Rates and Prices or Bill of Quantities.

Provisional or Contingent Sums should be ignored for the purposes of this diagram.

7.12 PRE-START MEETING

Prior to accepting possession or partial possession of the site, the Contractor may be requested by the Superintendent to attend a Pre-Start meeting and should supply at or before the meeting, together with any other requested information, the following:

- (a) Proof of Insurance obligations
- (b) Name and address of Contractor's Representative
- (c) Names of Sub-contractors
- (e) Submission of Construction Programme together with a firm anticipated date of possession.

The Superintendent will chair the meeting, record the Minutes and forward a copy to the Contractor.

7.13 SITE MEETINGS

7.13.1 General

Prior to the commencement of the Works the Contractor shall attend a preliminary site meeting, arranged by the Superintendent, with the Principal and other relevant stakeholders. The objective of the meeting is to discuss and/or confirm site management issues and details of the Contract Administration procedures

The purpose of site meetings is to discuss progress of the Works, matters pertaining to cost, confirm site management issues and details of the contract administration procedures and any other items relevant to the orderly progress of the Works.

The cost to the Contractor of attending those meetings is deemed to be included in the Contract Sum.

7.13.2 Monthly Meetings

The Contractor shall ensure that the following are made available and kept up-to-date on a monthly basis.

- (a) The Construction Programme
- (b) A register of all persons employed on site
- (c) Records of all site level control marks

7.13.3 Fortnightly Meetings

The Superintendent shall hold, facilitate and chair regular site meetings throughout the term of the Contract. These meetings are anticipated to be held fortnightly, but may be more or less frequent. The Contractor shall attend these meetings which may also be attended by the Superintendent's technical personnel and/or Principal as required.

The Superintendent will record minutes of site meetings and within three (3) Business Days after each site meeting, submit to each party written copies of the minutes for their action.

7.13.4 Weekly Meetings

Weekly meetings or a weekly correspondence may be requested by the Superintendent in which case the Contractor should inform the Superintendent in writing of the following:

- (a) Anticipated start of major construction movements
- (b) Anticipated dates in the ensuing week when inspections will be required
- (c) Summary of works completed in the prior week.

7.14 AUSTRALIAN STANDARDS

7.14.1 Specified Standards

Where an Australian Standard or Code of Practice is specified without a date, it should be taken to mean that Australian Standard or Code of Practice ruling fourteen (14) days prior to the date of Tender.

7.14.2 Material Quality

Materials or products for which Australian Standards are specified for manufacture should comply with the requirements of the Standards, and, if requested the Contractor, should arrange for the testing/measuring of the materials/products by a method approved by the Superintendent.

The Standards Mark does not necessarily preclude the requirement of testing for compliance if required by the Superintendent. In instances where an Australian Standard has product certification program, the Contractor shall source only products bearing the Standards mark.

7.15 INSPECTIONS BY THE SUPERINTENDENT

When the Contractor is required to give notice to the Superintendent for inspections in accordance with the specification, the Contractor should arrange to have a representative freely available for consultation during the inspection. The Contractor should also supply all equipment and labour requested by the Superintendent to check any dimensions, levels, bearings or build quality relating to the works.

The Superintendent will require up to **one (1) week** notice for any required inspections. The Contractor will be liable for any costs relating to additional inspections required as a result of the Contractor not being ready.

7.16 AS CONSTRUCTED INFORMATION

Prior or at Practical Completion, the Contractor should supply to the Principal "As Constructed" information.

Upon receiving the "As Constructed" information, the Principal shall issue Certificate of Practical Completion and release security and retention amounts in excess of the entitlement, as described in clause 5.7 of the General Conditions of Contract.

The 'As Constructed' Drawings shall be annotated with the statement -*This plan is a record of information "issued for construction and also includes information recorded after construction including site directions"*. The drawings shall legibly be marked up with all as-constructed levels which appear on that drawing.

The 'As Constructed' Drawings shall also show any variations to the scope of works or any alternative methods of construction (details) used by the Contractor.

All 'As Constructed' Drawings shall be prepared in accordance with this clause and shall have the words 'As Constructed Drawing' printed in the following locations:

- Immediately above the title and drawing number block at the bottom right hand corner of the drawing

- Immediately to the left of the drawing number block at the top left hand corner of the drawing, parallel to and outside the left hand border of the drawing

The 'As Constructed' Drawings shall be submitted as follows:

- (a) Combined set of all drawings in PDF format; and
- (b) Digital form (AutoCAD 2010 or later version)

The digital form shall be provided on a CD. The data shall be supplied in pdf format and in "AutoCAD" drawing format or as a compatible "DXF file" suitable for conversion to "AutoCAD". The Contractor shall certify the drawings for accuracy of the information by its endorsement on the drawing and digital file.

The Contractor shall supply Drawings showing services or installations as completed, and such services shall be correctly drawn, dimensioned and clearly indicated including all relevant inverts and levels, valves, stop cocks, changes in direction, points of access, junction fittings, sizes, flow capacity and other relevant information.

The positions of all structures and key features shall be referenced to the horizontal and vertical datums.

7.17 OPERATION AND MAINTENANCE MANUALS

Prior to commencement of commissioning of the Works the Contractor shall provide draft copies of Operation and Maintenance Manuals for all building services equipment provided by it or its subcontractors. The manuals shall be specific to equipment being supplied. Catalogues, sales brochures and other documents giving general information will not be acceptable as Operation and Maintenance Manuals.

The manuals shall be sufficiently comprehensive for routine maintenance, overhaul, servicing and repairs to be carried out by personnel who are qualified to undertake maintenance work but who are not necessarily familiar with the equipment. The manuals shall contain the following information:

- A comprehensive list of contents including illustrations and Drawings.
- Cover sheets including names, addresses and telephone numbers of installer and consulting engineer.
- Function, application, specification and comprehensive technical data of all equipment including sub-assemblies, proprietary items, and system circuit and schematic diagrams thereof where applicable.
- Provide 'As Constructed' drawing prints, as required by clause 7.29, folded into transparent A4 sized plastic sleeves. As constructed Drawings shall include all workshop and installation Drawings and diagrams updated to "as constructed" state and free of any superfluous markings.
- Description of the systems, equipment and its principles of operation.
- Routine maintenance schedules.
- Dismantling and re-assembly procedures.
- Trouble-shooting.
- Equipment specifications and suppliers.
- Manufacturer's pamphlets.
- List of spare parts recommended to be held in stock.

- Test reports.
- CD copy of any installed software.

The manuals shall contain clear and comprehensive illustrations and/or Drawings with parts readily identifiable. Text shall be clearly printed on good quality A4 size matt paper not less than 95 gsm and securely bound in good quality ring binders of the loose-leaf type, so that amended sheets can be readily inserted.

The Contractor shall submit a draft copy of the complete manual including description, instruction and maintenance sections of the manual and the Drawings prior to submission of the final documentation for review and comment by the Superintendent. These shall include essential services manuals (including the requirements for AS1668.1, AS2220, AS2293). The draft copies shall be supplied in Electronic Format (Word, Excel or pdf).

After the completion of Commissioning, the Contractor shall furnish to the Superintendent any amendments to the information previously supplied which may have become necessary in light of the commissioning process.

The Contractor must within 15 Business Days of Practical Completion submit two hard copies and one electronic copy of the final Operation and Maintenance Manual. The electronic copy shall be on a writeable compact disc, in a format readable within Microsoft XP or Approved alternative. All documentation text shall be supplied in Microsoft Word. The Contractor shall also submit copies of the Drawings on compact disc in pdf format.

The Contractor must allow for all manufacturer's data sheets and associated documentation to be scanned, if necessary, to enable this information to be included on the writeable compact disc. The scanned data shall be optimised into reasonably sized pdf files.

The existing Manuals held by the Principal are to be expanded to incorporate the Works. Add, remove and rewrite information as necessary. The new information must be incorporated into the existing Manuals using the same methodology.

7.18 SAFETY

7.18.1 General

Further to Clauses 14 and 15 of the General Conditions of Contract, the Contractor is appointed "Principal Contractor" pursuant to the Workplace Health and Safety Act 2011 and Regulations and with the Contractor's Safety Plan.

The provisions of this Clause (except for the appointment as principal contractor) will apply to and be binding upon any subcontractor employed by the Contractor for any part of the Works on the Site and the persons employed by such subcontractors. The Contractor shall ensure that proper and adequate provisions to this end are included in each subcontract.

The Contractor shall complete and lodge the Building and Construction Industry Notification and Payment Form and pay the Portable Long Service Leave Levy and Workplace Health and Safety Act Fee. The cost of the work for determining the Levy/Fee amount shall be the Tender Price (including GST).

The Contractor shall:

- Prepare a Safety Plan.
- Submit the Safety Plan to the Superintendent with an accompanying letter certifying that the Safety Plan meets the requirements of a Safety Plan and that the Contractor understands and accepts its obligations as the Principal Contractor.

The Superintendent will review the Safety Plan and may request amendment of the Safety Plan. Notwithstanding any request for amendment, or notification that the Superintendent is of the opinion that the Safety Plan conforms with the requirements of the Contract, the Contractor remains solely responsible for ensuring that its Safety Plan complies with the requirements of the Workplace Health and Safety Act and regulations and the other provisions of this Contract.

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

The Contractor shall also observe all other statutory requirements relating to storage, transport, use of materials, explosives, fire precautions in arc or flame cutting, flame heating and arc or gas welding operations, plant and equipment, work processes and safety precautions.

The Contractor shall not at any time use or cause to be used any explosives, arc or flame cutting, flame heating, or arc or gas welding equipment at the Site or in the Contractors Depot area without the express approval of the Superintendent and shall ensure that proper precautions and proper care are taken in respect of such explosives or equipment.

7.18.2 Regulations and Acts

Attention is drawn to, but not limited to the Contractor's requirement for compliance with the following: -

- Workplace Health and Safety Act
- Workplace, Health and Safety Regulations
- Workplace Amenities Code of Practice
- Construction Workplace Code of Practice
- AS 1339 - Code of Practice for the Manual Handling of Materials

Notwithstanding the above, the Superintendent may order compliance with any Code or Regulation.

7.19 ENVIRONMENTAL PROTECTION

The Contractor shall abide by the following rules to minimise the effect of construction activities on the natural environment: -

- i. Know and comply with the environmental laws relating to construction in the State where operations are being conducted.
- ii. Keep excavation to a minimum. Conduct excavation in a manner that minimises erosion and the loss of trees and other vegetation.
- iii. Inspect gates and fences used for access to ascertain that no significant damage exists.

- iv. Restore all abandoned areas to the pre-construction condition to the Superintendent's satisfaction. Scarify and reseed abandoned tracks and roads if required.
- v. Conduct all activities in the manner that minimises danger of man-caused fires.
- vi. Drive vehicles and conduct other activities in a manner such as to minimise disturbances of people and livestock in the area, keep to established roads or tracks when possible. Leave stock control gates in the position found (closed or open) unless a sign advises to the contrary or other advice is obtained from property owners.
- vii. Do not hunt or fish on private land except with full permission of the land owner or authorised agent and then only when properly licensed.
- viii. Use no timber, water or other resources on private land without permission of the Owner.
- ix. Establish and maintain cordial relations with land owners and lease holders in the area of activity. These may be owners of private land or administrators of Federal and State lands.
- x. Dispose of lunch bags, cans and other litter in a manner consistent with sound conservation and environmental practices.
- xi. Use all reasonable efforts to avoid spillage of petroleum products and other noxious materials. Restoration works required by such spillage shall be at the Contractor's expense and to the Superintendent's satisfaction.

7.20 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor shall observe and comply with all legislative environmental requirements that apply to the Site.

The Contractor shall prepare and submit to the Superintendent for review, an Environmental Management Plan (EMP) for approval by the Superintendent within two (2) weeks of Letter of Acceptance. The EMP shall address, where applicable, but not be limited to the following:

- Vegetational clearing
- Wildlife interaction
- Indigenous and European cultural heritage
- Soil and water management (include surface water runoff)
- Site offices/work camps
- Construction machinery - storage and maintenance
- Fuel storage and refuelling
- Trenching operations
- Soil stockpiles
- Noise, odour and dust
- Waste
- Emergencies
- Fire control
- Site clean up

- Procedures for modification and rectification of any non-compliances with EMP
- Flora and Fauna

The Environmental Management Plan should also address the following:

- i. Environmental responsibilities for employees and sub-contractors;
- ii. How the management of the environment is reported and performance evaluated;
- iii. The identification and control of possible environmental hazards associated with the works to ensure information is up-to-date and in compliance;
- iv. The work practices, procedures and controls established to ensure compliance with laws, best practice and prevent impacts and minimise risks related to environmental issues;
- v. Procedures to identify impacts;
- vi. Procedures for response to actual or potential environmental incidents, community complaints and to ensure corrective action is taken
- vii. The environmental component for training and induction of all employees and subcontractors;
- viii. Reporting procedures to the Superintendent by the Contractor and subcontractors.

It is expected that the EMP will be brief, but Project and site specific.

The Superintendent and the Principal's Environmental Officer may undertake environmental audits of the Contractor.

The Contractor must hold all applicable licences or approvals for the activities involved in completion of the Works, including but not limited to, environmentally relevant activities (ERA's) approvals, as required under the Environmental Protection Act 1994.

Full compensation for preparing the Environmental Management Plan, submitting the plan, discussing it with the Superintendent and for amending and resubmitting the plan shall be included in the Contract Sum.

7.21 ADJOINING PROPERTY

In performing the Works, the Contractor shall not enter or permit his plant and equipment (including that of his Sub-Contractors) to enter private property adjoining the Site without first obtaining the written approval of the Superintendent.

The Contractor shall comply with the following conditions relating to private property adjoining the Site: -

- i. Privacy of property owners shall be paramount
- ii. Property owners shall be notified in advance when entry on property is required for any purpose.
- iii. Except in cases of emergency, the Contractor shall not enter private property outside the defined site of the works.
- iv. In the interest of maintaining good relations with property owners and Local Authorities, vehicles shall be driven at a maximum speed of 60 km/h on all roads or as otherwise signed.

- v. Accidental injury to or killing of livestock and damage to property by the Contractor, his employees or Sub-contractors shall be reported immediately to the Superintendent and property owners and any costs relating to this damage shall be borne solely by the Contractor.
- vi. Water and materials shall not be removed without the Contractor first obtaining the written approval of the Superintendent.
- vii. Fences that are cut with the Superintendent's written permission during construction shall immediately be temporarily gated or gridded as directed and later permanently repaired. Where any fence is cut the Contractor shall notify the Superintendent and the owner of the fenced property prior to such intrusion.
- viii. Local fire regulations shall be strictly observed and permits obtained prior to all burning.
- ix. Any camp fires shall be properly extinguished after use.
- x. No shooting is permitted on the site. Strictly no shooting is permitted without the prior approval of property owners on private property.

7.22 PERMITS, CERTIFICATES AND CONSENTS

The Contractor shall at the Contractor's expense obtain any other permits, certificates and other like consents from Governmental and Local Authorities. Any additional drawings which may be required by such authorities are to be prepared by the Contractor at his cost.

Building approval based on the tender drawings will be conducted by the Superintendent and provided to the contractor.

7.23 MATERIALS SUPPLIED BY THE PRINCIPAL

7.23.1 General

Materials designated for supply by the Principal should be taken to mean, in the absence of other information, that the materials will be available at a location nominated by the Superintendent.

To obtain the materials supplied by the Principal, the Contractor shall comply with the following requirements:

If a programme of works is submitted to the Principal at the pre-start meeting, it shall show when the materials are required, giving dates and quantity.

At least fifteen (15) working days before the materials are required, the Contractor is to advise the Superintendent in writing of the exact date of the requirement and the type and quantity required on that date.

The Contractor shall take delivery of all materials supplied by the Principal as a result of the above procedure.

Upon receipt of the Principal's materials the Contractor is to immediately inspect the materials and ensure that the specified quantity has been delivered and all materials are in a condition which complies with the relevant specification. If, within two (2) working days, the Superintendent has not received written notification of any deficiencies then it is deemed that the specified quantity of materials has been supplied in a condition which complies with the relevant specification.

The Contractor is responsible for the transport, if relevant, and the storage and care of the materials such that no deterioration and/or contamination occurs. The Contractor shall comply with any relevant requirements into the specifications, and/or the Australian Standards and/or the manufacturer's instructions in relation to the proper handling and care of materials.

Any material which has been lost, destroyed, contaminated or altered in any way such that the material no longer complies with the relevant specification shall be immediately replaced by the Contractor with material which complies with the relevant specification.

7.23.2 Timing of Deliveries

The Principal will not be bound to supply the materials on the date specified by the Contractor. Materials may be delivered prior to the specified date without regard to a preferred point of unloading.

7.24 SALVAGED MATERIALS

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed from the site without the prior approval of the Superintendent.

The Contractor is to obtain written approval from the Superintendent prior to removal from site of any material or material which is or may be suitable for use as fill on the site. Material which is unsuitable for re-use should be transported and dumped in an approved dump area. Approval for dumping of materials, not otherwise designated, should be obtained from the Superintendent.

7.25 DELIVERY / STORAGE / HANDLING OF MATERIALS

The Contractor shall deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimise long-term storage of products at site and over-crowding of construction spaces. In particular, coordinate delivery and/or installation to ensure minimum holding or storage times for products recognised to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

7.26 GEOTECHNICAL TESTING AUTHORITY

The Contractor shall employ a Testing Authority approved by the National Association of Testing Authorities (NATA) for all geotechnical testing for any tests Tendered to the Superintendent for production or compliance assessment.

7.27 TRADE NAMES

When trade or proprietary names, brands, catalogue or reference numbers are specified in the Contract, sole preference to any particular material or equipment is not intended and the Contractor shall be at liberty to supply substitute material or equipment of identical characteristics of type, quality, appearance, finish, method of construction and/or performance for the approval of the Superintendent.

The Contractor is to obtain written approval of the Superintendent before supplying substitute material or equipment not otherwise allowed for in the Tender.

7.28 JOINING UP

Where the method of joining up of work is not otherwise specified, the joining of all old and new work and the cutting away in connection therewith shall be carried out in a manner approved by the Superintendent and made good in all trades to match existing adjacent work.

7.29 EXISTING SERVICES

The Contractor shall make enquires to all authorities to determine the locations of services and shall exercise care in not disturbing these services during the execution of the works.

The location and size of services shown on the drawings are approximate only. Confirmation shall be made on site with the assistance of authorities where possible.

The Contractor shall be responsible for the rectification of any services damaged or interfered with during the course of the works. Rectification shall include details such as bedding and overlays of granular materials.

Should conflicts occur with services, the Contractor shall arrange to divert or relocate as required by the Superintendent.

Should conflicts occur with service mains, the Contractor shall notify the Superintendent promptly in writing and shall arrange to have the service relocated/diverted by the appropriate authority.

7.30 DRAWINGS

The following drawings will form part of this contract;

- 30033657 – SK01 Rev 1 Existing Layout Plan
- 30033657 – SK02 Rev 1 Existing Elevations
- 30033657 - SK03 Rev 1 Proposed Remediation Plan & Section.

7.30.1 Drawing Issues

The drawings issued marked 'For Tender' or 'Issued for Tender' should be considered for tendering purposes only. Prior to commencement of works, the Contractor should obtain from the Superintendent drawings marked 'For Construction' or 'Issued for Construction'.

Drawings marked 'For Construction' or 'Issued for Construction' only should be used to carry out all works. Any works carried out in accordance with drawings not marked 'For Construction'

or 'Issued for Construction' may be liable for rejection with the expense of any rectification directed by the Superintendent borne by the Contractor.

Refer to Appendices for a copy of the Tender drawings.

7.30.2 Dimensions and Levels

Drawing dimensions and levels shall be checked on site prior to proceeding with any works and the Contractor shall notify the Superintendent of any omission or conflict of site dimensions and/or levels.

Dimensions shall not be scaled.

Spot levels shall take precedence over contour and ground profile lines.

7.31 GENERAL PRODUCT COMPLIANCE

The Contractor shall provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, features required by regulation, and other devices and details needed for a complete installation and for intended use and effect.

Standard products: Where available, provide standard products of types which have been produced and used previously and successfully on other Projects and in similar applications.

Continued Availability: Where additional amounts of a product, by its application, are likely to be needed by the Principal at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to the Principal at such later date.

Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with the manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

7.32 TEMPORARY SERVICES

The Contractor shall provide and maintain temporary services necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant authorities and pay charges in connection with the installation and use of such services.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

The Contractor is to provide water and power to Sub-contractors, as required.

7.33 WORKING HOURS

Subject to the other provisions of this Clause, the Contractor's normal working hours shall be within the times 07:00 hours to 17:00 hours Monday to Friday. Approval shall be obtained to work outside these hours.

Contractors shall note however that no inspections will be carried out, no approvals given nor shall any of the Superintendent's duties be carried out outside the times 08:30 hours to 17:00 hours Monday to Friday.

Working Hours on Site can only be varied with the prior approval of the Superintendent. If variation to these scheduled hours of work is needed, the approval of the Superintendent shall be obtained, and such approval may contain conditions.

7.34 QUALITY CONTROL

The Contractor shall inspect each item of material or equipment immediately prior to installation and reject damaged or defective items and re-check measurements and dimensions of the work as an integral step before starting each installation.

Provide attachment and connection devices and methods for security materials properly as they are installed, true to line and level, and within recognised industry tolerances unless otherwise indicated. Allow for expansion and building movements. Provide uniform joint widths in exposed work, organised for best possible visual effect. Refer questionable visual effect choices to the Superintendent.

Work shall be undertaken during conditions of temperature, humidity, exposure and weather which will ensure the best possible results for each part of the work, or component or treatment as necessary to prevent damage and deterioration.

7.35 QUANTITIES

Quantities denoted in Schedule 3 are not guaranteed and the tenderer is to satisfy him/herself of their accuracy.

7.35.1 Schedule of Rates and Prices

Notwithstanding the requirements of the General Conditions of Contract and prior to commencing any work under the Contract, the Contractor shall: -

- a) Check the correctness of all quantities stated in the Schedule of Rates and Prices and/or Schedule.
- b) Notify the Superintendent of any discrepancies, in writing, and provide all calculations along with relevant levels and site dimensions in support of the calculations.

Failure to notify the Superintendent in accordance with the above shall deem the quantities in the Schedule of Rates and Prices/Schedule and/or inferred by the drawings to be correct.

The specification may nominate a method of calculation to determine earthwork volumes in which case the nominated method will apply. In the absence of a nominated calculation method, the Superintendent shall nominate a method.

All earthworks quantities shall be taken to mean solid volumes of cut and solid volumes of fill.

7.35.2 Provisional Quantities

The Contractor shall allow for Provisional Quantities as shown in the Schedule of Rates and Prices or Bill of Quantities to be used as directed by the Superintendent or deducted in whole or part if not wholly used.

The Provisional Quantities shall be paid as net in place quantities as ordered by the Superintendent. The rates for Provisional Quantities shall include for all costs necessary to complete the work including but not limited to labour, plant, materials, accommodation, freight, travel, subcontractors' costs, overheads, administration and profit. The rates shall apply to the whole of the quantity of that item actually carried out, whether greater or lesser than the quantity shown in the Schedule of Rates and Prices or Bill of Quantities.

The Contractor shall obtain written authority from the Superintendent before carrying out work covered by Provisional Quantities. No payment will be made for claims made by the Contractor for Provisional Quantity work items that have not been approved by the Superintendent.

7.36 VALUATION OF DAYWORK

For the purpose of valuation of daywork, the Schedule of daywork Charges shall be used. No other rates will be admitted for payment except if approved in writing by the Superintendent.

The bases of payment for dayworks are:

- The rates set out in the Table of Charges of daywork and any additional rate approved from time to time;
- Times for labour and plant and quantities of materials approved by the Superintendent prior to commencement of the work, or
- Actual times, excluding personnel travel and transport of plant to and from site, etc, for labour and plant and quantities of materials supported by daily record sheets countersigned as "CORRECT" by the Clerk of Works, or
- Times for labour and plant and quantities of materials as determined by the Superintendent.

No Payment in addition to those calculated on the above basis will be certified to cover any consequent costs (including additional overheads, administration costs, profit, loss of profit) relating to the execution of dayworks, or effect of the execution of dayworks on other works or arising from an extension of time for dayworks.

7.37 BUILDING WORKS

Unless otherwise specified, measure of work for the purpose of the Contract shall be in accordance with the principles of the edition last published prior to the closing date of Tender of Australian Standard Method of Measurement of Building Works, as authorised by agreement between the Master Builder Federation of Australia Inc. and the Australian Institute of Quantity Surveyors, including amendments thereto.

Dimensions and areas given in the document are approximate only shall be verified by the Contractor on site.

7.38 DRAINAGE

The Contractor is responsible for the proper drainage of the Works that may be required during on-site work, and shall provide sufficient materials, labour, pumps and other equipment to keep the Works dry and protected. Additionally, the Contractor shall ensure that any runoff from the Site does not adversely impact on any land in proximity to the Works nor run directly into any nearby water ways or ocean.

7.39 DUST CONTROL

The Contractor must ensure that the Principal, adjoining owners, residents and the public are protected against dust, dirt and water nuisance. The Contractor must use dust screens and watering shall be used to control dust.

7.40 DEMOLISHED MATERIALS

The Principal shall retain ownership of all demolished materials and removed equipment. If the Principal elects to keep any demolished materials or removed equipment, the Contractor shall deliver them into storage at a location to be nominated. Otherwise, the Contractor shall dispose off site at a legal point of disposal. Either option will be deemed to be included in the Contract Sum.

7.41 SITE SECURITY

The Contractor shall provide proper and adequate safeguards for the Works and for fixed and unfixed materials on the Site during both working hours and non-working hours.

The Contractor shall take all measures, including the employment of a watchman or the services of a Security Patrol, as necessary for this purpose, at the cost of the Contractor.

When the Site is left unattended the Contractor must ensure that:

- All points of entry to the Site are locked and any other access prevented
- No tools or materials are left on site

7.42 FIRST AID AND MEDICAL FACILITIES

Emergency contact details shall be incorporated in the Contractor's Safety Plan.

First aid and medical facilities shall be provided by the Contractor and detailed in the Contractor's Safety Plan.

7.43 SITE CONTROL

Except as otherwise provided in the Contract, delivery of materials to the Site, space for storage of such materials and for building sheds, offices, workshops and other temporary structures will be allowed only in accordance with arrangements entered into between the Contractor and the Superintendent.

No new roads or tracks shall be formed, existing roads and tracks altered, fences, water, sewerage or power lines cut or any other thing done that may affect the environment to a significant extent without the prior approval of the Superintendent.

No fires shall be lit on the Site without the prior approval of the Superintendent.

7.44 SITE MAINTENANCE CLEAN UP AND RESTORATION

The Contractor shall keep the Site of the Works clean and tidy at all times and pay continuous attention to the removal of litter, waste materials, garbage and refuse including food scraps and the like.

Under no circumstances will the Contractor dispose of any material or goods, construction debris, rubbish or like material on or about the Sites. All such materials shall be removed from the Site regularly and disposed of by the Contractor at its own expense.

Debris must not be stored within stairways, passages or exits. All debris shall be removed from the Site and placed in bins. The Contractor is required to ensure that the work area is kept clean and tidy and that bins are emptied on a regular basis.

For dropping refuse, the Contractor must use hoppers and shutters, chutes or refuse buckets which are covered or of such a design as to confine the material completely and prevent dust emission.

All spoil from earthworks shall be removed by the Contractor from the Site, as agreed with the Superintendent.

Prior to the issue of the Certificate of Practical Completion, the Contractor shall remove from the Site and all areas used by it for the purpose of the Contract, all temporary Works, plant, buildings, rubbish, unused materials, construction facilities and other material and equipment belonging to it and its subcontractors or used under its direction, and leave the Site and such other areas clean and tidy to the satisfaction of the Superintendent.

The Contractor must properly remove from the Site and dispose of contaminants in accordance with all statutory and contractual requirements to Approved locations or as otherwise Directed by the Superintendent.

The Contractor must ensure the Site, Contractor's compound and areas affected by Works are restored, revegetated or landscaped to minimise erosion during rehabilitation phase at completion of Works.

7.45 CONTRACTOR'S SITE ESTABLISHMENT, PLANT AND EQUIPMENT

The Contractor shall locate its site offices, amenities and any other site establishment required for this Contract within the boundaries of the site Approved by the Superintendent and agreed with the Principal.

All plant, equipment and materials shall be located within the extent of Works as described on the Drawings, or in other areas that are Approved by the Superintendent. Relocation of plant, equipment and materials during execution of the Works shall be the Contractor's responsibility and at the Contractor's expense.

All amenities for the Contractor's and its subcontractor's employees including toilets, change rooms, lockers and tool stores shall be provided by the Contractor. The amenities accommodation shall comply with all relevant laws and regulations. The Contractor shall make all necessary arrangements and pay all costs associated with temporary sanitary, water, electric power and other services to the Site.

All of the buildings referred to in this clause shall be erected a minimum of 600 mm above ground level and shall be provided with access steps to all door openings.

When no longer required for the Works, unless otherwise permitted by the Superintendent, the Contractor shall remove from the depot area all buildings, plant, equipment, materials and rubbish. Unless otherwise Approved, the Contractor shall grade over the whole of the depot area, except areas which have not been disturbed, to an even surface at least equivalent to that existing before occupation. All areas devoid of grass due to occupying the site are to be grassed to the approval of the Superintendent.

7.45.1 Site Accommodation and Facilities

The Contractor and its subcontractors shall confine their activities including use of equipment, storage of materials and the activities of its workmen and subcontractors to within areas of the Site.

The Site accommodation and facilities provided by the Contractor shall include, but not be limited to:

- The Contractor's site offices
- Required first aid facilities
- A sick bay

Additional site offices may also be located within the construction work area subject to Superintendent approval.

Parking of the Contractor's, its employees' and subcontractors' private vehicles shall be within the construction site, the Contractor's compound or the public car parking areas and not on the adjacent roads.

7.45.2 Power Supply and Lighting

The Contractor shall, at its own cost, reticulate power and lighting within the Site as is necessary to execute the Works under the Contract. Such reticulated power and lighting shall be connected to the point of supply provided by the Principal.

Reticulated power and lighting installations shall comply in all respects with the requirements of the Electricity Supply Authority and the Code of Practice for Temporary Electrical Installations on Building and Construction Sites. All GPOs shall be provided with residual current device (earth leakage) protection.

If necessary, the Contractor shall provide standby electricity generating plant. The provision of this plant shall comply with the regulations of the Electricity Supply Authority and will be at no extra cost to the Principal. Under no circumstances shall any Contractor's generating plant be connected with the Electricity Supply Authority's supply.

Testing and certification of all existing services will be required to be conducted under this contract.

7.45.3 Sanitary Provisions

The Contractor must provide its own portable facilities, which are to be located at the Contractor's plant area or other approved location.

7.45.4 Telecommunications

The Contractor shall make its own arrangements with Telstra for the provision of telephone services including facsimile, voice and data for itself and subcontractors. The Site offices of the Contractor shall have a dedicated data line and email address.

7.45.5 Digital Camera

The Contractor shall take colour digital photographs (minimum resolution 4 megapixels – full colour) of progress of the Works between each site meeting. At each site meeting the Contractor shall submit the digital information on CD disk to the Superintendent.

The progress photographs shall identify the Project, date, time and location by use of a suitable folder structure and/or file naming scheme. A minimum number of ten photographs shall be provided at each site meeting.

7.46 WATER

The Contractor will be permitted to obtain water (at no charge) at points determined by the Principal and will be responsible for any connection costs. Water usage for the site are related to these contract works only. Irregular readings in the water usage from the site will be charged to the Contractor.

7.47 PUBLICITY

The Contractor shall not furnish any information or issue any document or other written or printed material concerning the work under the Contract for publication in any of the media without the prior written approval of the Principal. Such approval shall be arranged through the Superintendent.

7.48 ACCESS FOR VISITORS

The Principal may, after notifying the Contractor and subject to any arrangements made between the Principal and the Contractor in that regard, take any visitor on the Site.

7.49 TRAFFIC MANAGEMENT

The Contractor is responsible for the control and safety of vehicular traffic and pedestrians affected by its operations on all public and/or trafficked roads within the Site. The Contractor shall prepare and submit to the Superintendent for review, a Traffic Management Plan that details:

- Provision of traffic control devices complying with the 'Manual of Uniform Traffic Control Devices', issued by Queensland Transport
- Any other measures to ensure minimal delays to traffic and the protection of traffic, workmen, constructional plant and other property

7.50 DANGEROUS MATERIALS

7.50.1 Inflammable Liquids

The Contractor must comply with the Dangerous Goods Safety Management Act and Regulation 2001.

7.50.2 Cutting and Welding Equipment

The Contractor shall ensure that all oxyacetylene cutting equipment is fitted with spark arrester components and shall comply with all relevant safety standards. Electric welding must not take place until all areas are protected from sparks and all fire prevention measures have been undertaken.

7.51 HAUL ROADS

7.51.1 Definition

Haul roads should be taken to include all roads, tracks or the like used by the Contractor for the conveyance of materials, labour and machinery to, from and about the site.

7.51.2 General

Trucks shall be loaded in a manner that will prevent dropping of materials on roads and/or paved areas on site. Suitable tarpaulins over the load shall be provided and fitted, if requested.

Wheels, tracks and body surfaces of all vehicles and plant leaving the site shall be free of mud and/or dirt and no mud or dirt is to be carried into adjacent roads or paved areas on the site.

All spillage of material onto public roads, public places and completed work from trucks leaving and entering the site in respect of the work under the Contract shall be cleaned up and made good by the Contractor.

7.51.3 Construction

Approval shall be sought from the Superintendent prior to the construction of any haul roads not existing prior to the invitation to Tender. Approval will not necessarily be given.

7.51.4 Maintenance of Unsealed or Partially Sealed Haul Roads

All haul roads shall be maintained in a condition acceptable to the Superintendent.

In cases when dust is liable to cause inconvenience to households or landowners, or when directed by the Superintendent, the Contractor is to keep the road watered such that dust is controlled to a level acceptable to the Superintendent.

7.51.5 Reinstatement

The Contractor shall remove temporary roads, pavement crossovers and hard standings at Practical Completion, or when no longer required, and make good all permanent pavements, roads, kerbs and other surfaces to the satisfaction of the Superintendent and the relevant Authorities.

The Contractor shall ensure that any access roads that are damaged from traffic related to these Works are reinstated to the satisfaction of the Superintendent.

7.52 RESTRICTED AREAS

If the contractor or his employees, sub-contractors wish to travel to any other part of the community or island they must seek permission from the Local Authority and the appropriate Traditional Owner prior to travel.

7.53 CONTRACTOR REQUESTS FOR INFORMATION

The Contractor shall operate a coordinated system of requests for information (RFIs) to manage issues requiring clarification by the Superintendent.

The protocols for generation and management of RFIs shall be agreed with the Superintendent.

To assist in the clarification of issues the following principles apply:

- The Contractor shall regularly meet with relevant trade subcontractors and coordinate issues between trades, and issues between the Contractor and subcontractors.
- Where possible meetings to coincide with site meetings will be used to assist in clarification of minor issues.
- The Contractor shall use its best endeavours to seek clarification by reference to the Drawings and Specifications, before raising formal requests.

- If items remain unresolved or are of greater significance they must be referred to as RFIs and the Contractor shall have no entitlement to make any claim under the Contract (including under clause 8.1 of the General Conditions of Contract) in relation to matters resolved under the process in the three above dot points.
- RFIs shall contain sufficient information to identify the information required, together with relevant supporting information. Where practical, the Contractor shall identify proposed solutions.

The RFI process shall not be used as an alternative to the Contractor and its subcontractors working cooperatively on a coordinated approach to the Works.

Unless the Contractor has complied with the process under this clause, the Contractor has no entitlement to make any claim as a consequence of ambiguities and discrepancies in the Contract including any claim under clause 8.1 of the General Conditions of Contract.

7.54 CODE OF CONDUCT

The Contractor and his Subcontractors, suppliers and agents are to abide by the following conditions for the duration of the Project.

- No loan or gift of equipment, vehicles, food or beverages shall occur to any member of the Community (including elected representatives) unless as part of employment by Contractor, under an award or over award conditions.
- Services not included in the contract shall not be provided to a community person, Erub Fisheries Management Torres Strait Islander Corporation staff or employee without specific prior approval by the Superintendent.
- There shall be no initiation or maintenance of sexual or close contact relationships by the Contractor, with any community members. In the event of such an occurrence, instant dismissal and/or removal from the site and the Community will occur.
- Any racially discriminatory behavior by the Contractor will result in dismissal and/or removal from the site and the Community.
- In the event of a dispute arising in relation to the requirements or application of this clause an independent adjudicator, nominated by the Principal, will consider representations from the Contractor and Erub Fisheries Management Torres Strait Islander Corporation. The determination of the adjudicator shall be adhered to by all parties.
- The Contractor shall not employ any Erub Fisheries Management Torres Strait Islander Corporation staff members or employee without prior approval of Erub Fisheries Management Torres Strait Islander Corporation in writing, being a copy of a Erub Fisheries Management Torres Strait Islander Corporation minute.
- Neither the Contractor nor his employees or sub-contractors will use or borrow any Erub Fisheries Management Torres Strait Islander Corporation plant, fuel, vehicle, equipment, building materials, car parts without prior approval of Erub Fisheries Management Torres Strait Islander Corporation in writing.

- The costs for removal of Contractor personnel from the site and replacement by other suitable personnel shall be borne by the Contractor.

7.55 COMMUNITY PROTOCOL

All persons intending to visit Aboriginal or Torres Strait Islander communities for whatever reason must, prior to visiting, give Council notice of intent and obtain permission to enter.

This can be done through the Superintendent responsible for the respective works and by direct contact to the Council through the Erub Fisheries Management Torres Strait Islander Corporation. The contractor must give at least 7 days' notice of his intention to visit any of the surrounding Aboriginal or Islander Community. The contractor must give at least 2 weeks' notice prior to establishment on any of the Community to undertake works.

All persons visiting or engaged in building activities on communities must abide by all rules, regulations and conventions laid down by the community council and shall endeavor at all times to be aware that the community has long-established traditions, language and codes of behavior which must be respected. The community rules may include restricted access to designated areas, working hours, work on Sundays, restrictions on consumption and sale of drugs and alcohol and the like. The Code of Conduct must be adhered to and must be completed before any works begin on site.

7.56 CULTURE

The Contractor and all personnel involved in the project shall endeavor at all times to be aware that the Island Community has long established traditions, language and codes of behavior which must be respected.

As a component of Site Establishment, the Contractor is to ensure that all workers have been briefed by a Erub Fisheries Management Torres Strait Islander Corporation nominated representative on the customs and traditions that will impact upon their work and which must not be contravened.

Events in the Community may occur during the contract such as deaths, tombstone openings, ceremonies, etc. These events are to be respected and may result in disruption to the Contractors normal work activities.

All costs associated with complying with this clause shall be deemed to have been included in the lump sum Tender price.

7.57 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

Vendor's attention is drawn to the National Code of Practice for the Construction Industry (the code) and the Industry guidelines for the industrial relations and occupational health and safety components of the National Code of Practice for the Construction Industry (the industry guidelines), both of which are available from the Australian Procurement & Construction Council Inc., Unit 6 First Floor, James Darling House, 42 Geils Court, Deakin, ACT 2600, Phone (02) 6285 2255 or from their web site www.apcc.gov.au.

The code and the industry guidelines will apply to this project. It is a condition of Tendering that Tenders comply with the code and the industry guidelines in relation to the construction project. Vendors are to submit as part of a Tender a signed undertaking of compliance confirming that the Vendor will comply with the code and the industry guidelines in performing the Contract should it be the successful Vendor.

It is a condition of the Contract that the Contractor shall comply with the code and the industry guidelines. It is also a condition of the Contract that the Contractor shall not appoint a Subcontractor, Consultant or Supplier in relation to the construction project where the appointment would breach a sanction imposed by the Commonwealth. Each Vendor must indicate in its Tender:

- i. How it has complied with the code and the industry guidelines in the past;
- ii. How it intends to comply with the code and the industry guidelines in performing the Contract should it be the successful Vendor; and
- iii. Where Subcontractors have been specified in the Tender, the information detailed at (i) and (ii) in relation to each subcontractor.

Where a Vendor has been in breach of the code or the industry guidelines such that a sanction has been imposed by the Commonwealth, the Commonwealth may in its absolute discretion decide not to consider the Tender any further.

7.58 LOCAL EMPLOYMENT AND TRAINING

7.58.1 Accredited Training

Meriba Ged Ngalpun Mab will be responsible for arranging, mentoring and supervising CDP Job Seekers for the project duration. All inductions and necessary site preparation of the Job Seekers will be provided by Meriba Ged Ngalpun Mab. Job Seekers will be provided with basic tools (hammers, nail bags, pinch bars). Power tools are to be provided by the contractor.

The successful contractor is to work alongside Meriba Ged Ngalpun Mab to develop a Training Calendar to outline training obligations, timing, personnel availability, training resources and legislative compliance requirements based on the practical completion date, and:

- Work with Meriba Ged Ngalpun Mab to develop project specific training resources.
- Maintain records to outline periods of training, project work and opportunities to work across projects for each of the identified candidates and inform via mandatory quarterly reporting.

The contractor will be responsible for the site, and as such must carry appropriate insurances to cover the workforce.

7.59 SURVEY MARKS

The Contractor shall protect all survey marks, unless otherwise shown on the Drawings.

7.60 METHOD OF WORK PLAN

Prior to commencing work onsite and within two (2) weeks after Contract award, the Contractor shall prepare and submit to the Superintendent a Method of Work Plan (MOWP) for approval.

The Contractor is required to prepare and implement an MOWP for the project and shall include key aspects of the Contractor's activities and the Works. The MOWP shall incorporate Site specific management and control procedures and set out in adequate detail all procedures the Contractor will implement to manage the Contractor's activities performed within the site.

The Superintendent may make comments on the plan, including suggestions for improvement. Following incorporation by the Contractor of the Superintendent's suggestions and/or approval, the Contractor shall implement his plan.

As a minimum requirement, the MOWP shall include but not limited to the following:

- a) Works Information
- b) Restrictions to Operations
- c) Restrictions to Works Organisations
- d) Administration
- e) Authority
- f) Drawings or Plans
- g) Distribution List

The approved MOWP shall form part of the Contract.

7.61 LISTS OF WORKS

List of Works specified in each Section of the Specification under the heading of "Scope" are to be regarded as general summaries only and not as inclusive lists covering every item involved.

7.62 SIGN BOARD (NOT APPLICABLE)

The Contractor shall erect an appropriate sign board identifying the Project and professional design team. Details of the proposed sign must be submitted to the Superintendent for approval prior to fabrication. The Superintendent will direct the location for the sign.

7.63 TRAINING

The Contractor shall arrange for training of the Principal's staff in operation of specific equipment included in the Works. Refer to Technical Specifications for details.

7.64 SECURITY BARRIERS

Security fences are to be maintained at all times, include existing fences to adjacent properties.

7.65 EMERGENCY EVACUATION

The Contractor's attention is drawn to the requirement to maintain emergency evacuation paths and exit signage during the works. Consult with users, regulatory authorities, and the Principal during the works to ensure agreement to amendments to the emergency evacuation plan are clearly visible and known by all site personnel.

7.66 CONSTRUCTION WASTE RECYCLING

The Principal is committed to Ecologically Sustainable Development (ESD). It is a requirement that the Contractor makes all reasonable efforts to separate and recycle construction waste materials. Materials to be considered for recycling shall include but not be limited to:

- Metals
- Glass
- Paper
- Timber
- Redundant plant and equipment

Within four (4) weeks after Contract award, the Contractor shall prepare and submit to the Superintendent, a Construction Waste Recycling Plan that documents the proposed methods and responsibilities for recycling. The Superintendent may make comments on the plan, including suggestions for improvement. Following incorporation by the Contractor of the Superintendent's suggestions, the Contractor shall implement his plan.

At the end of each calendar month, the Contractor shall submit to the Superintendent a brief report on compliance with his plan, including approximate quantities/proportions of construction waste recycled during the period.

7.67 LABOUR

The Contractor has the right to select any labour which may be required in or about the work, subject to statutory requirements in regard to the preference clauses in any relevant Awards of the Industrial Court and subject to agreement by the Principal (not to be unreasonably withheld).

Any additional labour that may be required, and not nominated by the Vendor herein, is to first be discussed with Erub Fisheries Management Torres Strait Islander Corporation prior to the contractor engaging external resources. Erub Fisheries Management Torres Strait Islander Corporation will need to provide written permission if accepted.

8 TECHNICAL SPECIFICATIONS

All works are to be in accordance with the appropriate Australian Standards and specifications denoted on the drawings.

All repair, rehabilitation and constructed works are to be conducted such that the structure can tolerate the coastal environment.



THE ATTACHED SPECIFICATIONS SHALL NOT BE READ IN ISOLATION FROM THE OTHER SECTION OF THE CONTRACT OR ANY OTHER SECTION, PART OR VOLUME REFERRED TO HEREIN.

9 APPENDICES

9.1 DRAWINGS

The following Drawings are attached to this document:

- 30033657 – SK01 Rev A Existing Layout Plan
- 30033657 – SK02 Rev A Existing Elevations
- 30033657 - SK03 Rev A Proposed Remediation Plan & Section.

The following drawings will be amended following the tendering process, and be issued as 'For Construction' following input from the successful contractor, and will form part of this contract:

- 30033657 – SK01 Rev 1 Existing Layout Plan
- 30033657 – SK02 Rev 1 Existing Elevations
- 30033657 - SK03 Rev 1 Proposed Remediation Plan & Section.

9.2 PHOTOS



Existing Erub Community Freezer Building



Existing Storeroom to be replaced



Front view of roof structure and frame to be replaced



Side view of roof structure



Side view of roof structure



Underside of roof structure severe corrosion requiring replacement.



Electrical and mechanical services to existing facility



Existing switchboard

9.3 TECHNICAL SPECIFICATIONS

Applicable Australian Standards

Standard	Date	Parts	Description
AS/NZS: 1170	2002-2009	0-4	Structural Design actions.
AS:1288	2006		Glass in Buildings
AS:1428	1992-2009	1-4-4.1	Design for access and mobility
AS:1530.	1993-2014.	1-4	Method of fire tests on building materials components and structures
AS.1562	1992	1	Design and installation of roof sheeting and wall cladding.
AS/NZS.1668	2012-2015	1,2 & 4	The use of ventilation and air-conditioning in buildings
AS:1670	2004-2015	1-4	Fire Detection, warning, control, intercom systems- System design, installation and commissioning.
AS:1720.	2006-2015.	1,4 & 5.	Timber structures Amdts 1,2 & 3.
AS:2047.	2014		Windows and external glazed doors in buildings.
AS:2293	2005	1 & 3	Emergency escape, lighting and exit signs for buildings.
AS: 2444.	2001		Portable fire extinguishers and fire blankets. Selection and location.
AS/NZS: 2904	1995		Damp proof courses and flashings Amdts. 1 & 2.
AS/NZS. 2908.	2000	1 & 2	Cellulose cement products.
AS/NSZ. 3013	2001		Electrical Installation. Classification of the fire & mechanical performance of wiring systems & elements.
AS/NZS. 3500	2025	Plus, Part 3.	Plumbing and draining and stormwater drainage.
AS:3600	2009		Concrete Structures.
AS:3660.	2000-2014	1	Termite Management.
AS:3740	2010		Waterproofing of wet areas
AS:3786	1993		Smoke Alarms. Amdts 1 -4.
AS:3823	2012	1.2	Performance of Electrical Appliances-Air-conditioners and heat pumps.
AS/NZS:4859	2002	1	Materials for thermal insulation of buildings. Amdt. 1
AS.5637.1	2015	1	Determination of Fire Hazard Properties.
AS/NZS3000	2018		Electrical Installation – Wiring Rules



Paintwork

Gyprock and CFC and walls

- 1 coat primer sealer
- 1 coat undercoat
- 2 coats exterior acrylic (semi-gloss)

CFC Ceilings.

- 1 Coat undercoat/sealer (Acrylic)
- 4 Coats Acyclic Flat Ceiling Paint. (Acrylic)

Doors

Ensure all edges of doors receive full paint specification.

- 1 Coat primer (oil based)
- 2 Coats all-purpose undercoat
- 2 Coats full gloss enamel

Colour Scheme

Colour scheme to be agreed with Client.



SMEC

9.4 REGISTERED TRAINING ORGANISATION

TRAINING STRATEGY ERUB FISHERIES PROCESSING BUILDING

Where application Meriba Ged Ngapun Mab will liaise with a suitable registered training organisation if accredited training is required.