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MURWEH SHIRE COUNCIL ELECTRICAL AND LIGHTING INSTALLATION MORVEN FREIGHT HUB

SPECIFICATION

Contract No. MRH14. 19-20

B&A Specification No. 192169C

TENDERS CLOSE 2pm Friday the 25th September 2020

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CHINCHILLA 4668 9351 | ROMA 4622 3799 | TOOWOOMBA 4636 4100

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CONDITIONS OF TENDERING

1. The Australian Standard Code of Tendering AS 4120 - 1994 shall generally apply.
2. Tenders shall close on the date at the time listed under “Information for Tenderers”, at the address listed therein and shall be lodged as detailed.
3. Tenderers are required to acquaint themselves with all conditions relating to the tender and to inspect the site prior to submitting their tender. The Principal will not be liable for any claim on the grounds of insufficient information.

If a Tenderer has any doubt as to the meaning of any portion of the Tender Documents, they shall either:-

- a) ask the Superintendent for clarification, which clarification shall be valid only if issued in writing; or
- b) when submitting their Tender, include a statement of the interpretation upon which they rely and on which their tender has been prepared.

Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.

4. Tenders shall be submitted on the forms provided, each of which shall be signed by the Tenderer. All information called for on the forms shall be inserted in the respective places provided.

The tender shall be enclosed in a suitably endorsed sealed envelope.

5. Every Tenderer shall state in their tender:-
 - a) In the case of an individual, their full Christian Names, Surname and Address.
 - b) In the case of a business name, the names in full and addresses of all proprietors and the address of the principal place of business.
 - c) In the case of a company, the name of the company and the address of the registered office of the company.
6. The Tender Document Fee as listed shall include the cost of postal charges if applicable and is non-refundable.
7. Tenders may be lodged by post but otherwise shall be lodged at the closing address as listed before the time specified for the closing of Tenders.

Any Tender not received before the specified time will not be considered unless there is evidence satisfactory to the Principal that such Tender was despatched to reach the closing address under normal circumstances before the specified closing time, but was still in course of delivery at the time.

The Principal may reject any Tender delivered after the time of closing of Tenders, no matter what the reason is for late delivery. Franking machine stamps will not be accepted by the Principal as proof of date of posting of a Tender received after the closing time for Tenders.

CONDITIONS OF TENDERING (CONT'D)

8. No Tender received direct by telephonic or telegraphic devices, telegram, telex, facsimile or other electronic means will be considered by the Principal, with the exception that emails may be sent or transmitted direct to the office of Council at mail@murweh.qld.gov.au with the prior explicit approval of the Principal. No guarantee as to the confidentiality of information can be given for any quotations sent electronically to the Principal.
9. Each Tenderer shall, as a guarantee of good faith, lodge with their Tender a deposit of an amount as listed under "Information for Tenderers". Such Tender Deposit may be in the form of a cheque, money order or bank guarantee payable to the Principal and refundable to unsuccessful Tenderers within fourteen (14) days after acceptance of a Tender.

The successful Tenderer will be required to submit a Security Deposit as specified in one of the above forms. The Tender Deposit will be considered to form part of the Security Deposit.

Note that the Security Deposit is distinct from and does not form part of Contract Retention Money.

10. The Contract shall be a fixed price contract unless provision is made elsewhere in these documents for rise and fall price variation.
11. In the case of a Schedule of Rates Contract, the Tenderer shall be bound by the rates stated in the Schedule and any extension and addition errors shall be corrected by adjustment of sums for individual items listed in the Schedule.
12. The successful Tenderer shall be notified in writing of the acceptance of the Tender and must thereupon lodge the Security Deposit as required and the Contract Documents shall then be prepared expeditiously for execution by the Contractor and Principal.
13. The successful Tenderer shall retain the documents on which their Tender was based and shall receive two (2) further sets of documents upon signing of the Contract.
14. Tenders shall remain valid for acceptance by the Principal for a period of ninety (90) days from the date of closing of Tenders. A Tenderer may withdraw their Tender at any time after the expiration of this period in the event of no Tender having been accepted.
15. Every notice to be given to a Tenderer may be posted to the Tenderer's address given in the Tender and such posting will be deemed good service of such notice and the time mentioned in the General Conditions of doing any act after notice will be reckoned from time of posting same.
16. Any Tender which does not comply with the requirements of the Tender Documents may be rejected.

Tenderers wishing to submit an alternative Tender must also submit a fully complying Tender. The alternative Tender must include a fully detailed description of the alternative and state clearly the manner in which it differs from Tender document requirements.

CONDITIONS OF TENDERING (CONT'D)

17. The Principal shall not be bound to accept the lowest or any Tender nor will the Principal be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of their Tender.

These are the Conditions of Tendering referred to in my Tender.

Signed: Tenderer

AUSTRALIAN STANDARD GENERAL CONDITIONS OF TENDERING AND FORM OF TENDER

1. The documents, upon which the tenderer is to tender are:

Contract No. MRH14. 19/20

B&A Specification No. 192169C;

Ashburner Francis Drawing Nos. 19-0771 E001-B, 19-0771 E010-B, 19-0771 E011-B & 19-0771 E050-B incl.;

Ashburner Francis Specification No. 19-0771 incl. Issue B

B&A Drawing Nos. 19216901 to 19216922 incl.

(They should be listed in each case. No general description suffices.)

2. Tenderers must complete the Tender Form provided and lodge it with any accompanying schedules or information before the time stated in the invitation to tender.
3. The Principal is not bound to accept the lowest or any tender.

AS2125 - 1992

TENDER FORM

Name of person, firm or
company tendering
USE BLOCK LETTERS

address

of

hereby tender(s) to perform the work for:

Description of works

Supply and Installation of Electrical Supply infrastructure and Lighting, Morven
Freight Hub

List Documents

in accordance with the following documents:

No general description
suffices

B&A Specification No. 192169C;
Ashburner Francis Drawing Nos. 19-0771 E001-B, 19-0771 E010-B, 19-0771
E011-B and 19-0771 E050-B incl.
Ashburner Francis Specification No. 19-0771 incl. issue B
B&A Drawing Nos. 19216901 to 19216922 incl.

When the tender
documents provide that
the tender is to a lump
sum only, (2) does not
apply. When the tender
documents provide that
the tender is to be a
Schedule of Rates only,
(1) does not apply.

1. For the lump sum of (\$); and
2. At the rates in the attached Schedule of Rates

If the tenderer is a firm
the full names of the
individual members of
the firm must be stated
here.

Insert date

DATED this day of 20

Signature of Tenderer

SCHEDULE OF PRICES

ITEM	DESCRIPTION	AMOUNT (\$)
1.0	Preliminaries	
2.0	New property pole and supply termination	
3.0	Mains cabling	
4.0	Main switchboard	
5.0	Submains cabling	
6.0	Distribution switchboards	
7.0	Cable support systems	
8.0	Trenching, conduits and pit system for mains and submains	
9.0	Supply & installation of site and security lighting poles	
10.0	Supply & installation of site light fittings & associated fixtures to mount to poles	
11.0	Supply & installation of security lighting & associated fixtures to mount to poles	
12.0	Lighting wiring systems and earthing for lighting incl. supply and termination of associated switchgear and terminal blocks at light poles	
13.0	Trenching, conduits and pit system for site and security lighting	
14.0	Subcircuit cabling	
15.0	Power wiring systems and earthing	
16.0	Trenching, conduits and pit system for all subcircuits	
17.0	Clean Up	
SUB TOTAL		
GST		
TOTAL TENDERED AMOUNT		

SIGNATURE OF TENDERER:

.....

FULL POSTAL ADDRESS:

.....

.....

.....

DATE:

.....

SIGNATURE OF WITNESS:

.....

DATE:

.....

The Tenderer shall state hereunder a preliminary indication of their proposed works schedule, including key milestone points (e.g. hold point inspections) and construction methodology. A full works programme in bar chart form shall be provided prior to the prestart meeting for the contract, with such programme to be updated regularly as necessary. Methodology shall detail proposed construction processes and equipment.

This image shows a full page of primary-ruled paper. It features multiple sets of horizontal dashed lines spaced evenly down the page, providing a guide for handwriting practice. The lines are thin and black, set against a plain white background. There are no margins, text, or other markings on the page.

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LOCAL EXPENDITURE STATEMENT

The Tenderer shall state hereunder a preliminary indication of their proposed expenditure on local suppliers and Sub-contractors. Completion and submission of this table is a mandatory requirement for a complying tender. A local business directory can be acquired from the Murweh Shire Council office, or via the Murweh Shire Council web site.

Local Contractors / Businesses	Contact Details	Services Offered	Sub-contract Value included in Tender
<i>business name</i>	<i>address</i>	<i>description of service</i>	\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

			\$
			\$
			\$
			\$
			\$
			\$

ADDITIONAL RELEVANT INFORMATION:

.....

.....

.....

.....

.....

.....

.....

.....

SIGNATURE OF TENDERER:

FULL POSTAL ADDRESS:

.....

.....

DATE:

SIGNATURE OF WITNESS:

DATE:

AS2127-1992

AUSTRALIAN STANDARD FORM OF FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made..... day of 20.....

BETWEEN

..... (the Contractor)

AND Murweh Shire Council (the Principal)

IT IS AGREED that the annexed documents marked as follows:

TITLE	MARK
-------	------

Tender, dated

.....
Letter of acceptance, dated

.....
AS 2124–1992 General Conditions of Contract and Annexure.

(Agreement signed and all pages initialled by both parties)

Specification:

B&A Specification No. 192169C & Ashburner Francis Specification No. 19-0771-B incl.

.....
Dwg. Nos.:

Ashburner Francis Drawing Nos. 19-0771 E001-B, 19-0771 E010-B, 19-0771 E011-B and 19-0771 E050-B incl.

& B&A Drawing Nos. 19216901 to 19216922 incl.

.....
Other Documents:

.....
(Use extra sheets if necessary to list all documents and drawings)

..... shall together comprise the contract between the parties AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

Signed by the Contractor

.....
Signed by the Principal

STATUTORY DECLARATION

This Declaration must be submitted by the Contractor before the Superintendent is required to issue any Certificate (including the Certificate of Practical Completion and the Final Certificate).

Contract No.: MRH14. 19/20 Claim No.: _____

Contractor: _____

TO WIT

I,
of
in the State of Queensland, do solemnly and sincerely declare that:

1. I am _____ of _____
(Position) (Organisation)
and am duly authorised by that person / firm / company* to make this Declaration on their / its* behalf.
2. All workers who have at any time been employed on or about the works by the Contractor or worked under this Contract have at the date of this Declaration been paid in full all monies due and payable to them in accordance with the various applicable Industrial Awards in respect of their employment on the work under this Contract and were all duly covered by Worker's Compensation Insurance in accordance with the Worker's Compensation Act during the full period of their employment AND
3. All Subcontractors of the Contractor engaged on or about the works under this Contract and all workers who have been employed by a Subcontractor of the Contractor have at the date of this Declaration been paid in full all monies due and payable to them in respect of their work and their employment on the work under this Contract AND
4. All claims for compensation for timber, gravel, or other material and all claims for any damage or injury to people or property arising out of this Contract have been paid in full up to the date of this Declaration AND
5. All Insurance Policies required pursuant to the General Conditions of Contract are current at the time of this Declaration and remain current for the specified periods and conditions.

AND I MAKE this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867, as amended.

SIGNED and DECLARED by _____)
the above named Declarant _____)
on this _____)
day of _____)
20 _____)

in the presence of:

Justice of the Peace

*Delete as may be applicable

AS 2124 - 1992

**ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT**

PART A

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)	Charleville, Queensland
The Principal: (Clause 2)	Murweh Shire Council
The address of the Principal:	Murweh Shire Council 95-101 Alfred Street CHARLEVILLE QLD. 4470
The Superintendent: (Clause 2)	
The address of the Superintendent:	24 Quintin Street, ROMA PO Box 543 ROMA Qld 4455
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 2
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	N/A
# Contractor shall provide security in the amount of: (Clause 5.2)	\$3000 plus 1% of the amount by which the Contract Sum (excluding GST) exceeds \$100000

Where there are Separable Portions, these items shall be deleted

# Principal shall provide security in the amount of: (Clause 5.2)	NIL
# The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	Fourteen (14) Calendar Days
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	100%
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)	Two (2) Copies
The number of copies to be supplied by the Contractor: (Clause 8.4)	Two (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) Calendar Days
Work which cannot be subcontracted without approval: (Clause 9.2)	NIL
The percentage for profit and attendance: (Clause 11(b))	Ten (10%) Percent
The amount or percentage for profit and attendance: (Clause 11 (c))	Ten (10%) Percent
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))	Amount equal to 10% of the Contract Sum
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Maximum 9% of contract price

Where there are Separable Portions, these items shall be deleted

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The value of materials to be supplied by the Principal: (Clause 18 (iv))	NIL
The additional amount or percentage: (Clause 18(v))	Five (5%) Percent
Public Liability Insurance—the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$20,000,000
The time for giving possession of the Site: (Clause 27.1)	Within seven (7) days of: a) Date of issue of letter of acceptance b) Receipt by Principal of documentary evidence that the Contractor has taken out all insurances required by the Contractor whichever is the later
# The Date for Practical Completion: (Cause 35.2)	Six (6) weeks from the date of issue of letter of acceptance, subject to negotiation at tender stage
# Liquidated Damages per day: (Clause 35.6)	\$1000
# Limit of Liquidated Damages: (Clause 35.7)	Contract plus 10%
# Bonus per day for early Practical Completion: (Clause 35.8)	NIL
# Limit of bonus: (Clause 35.8)	N/A
# Extra costs for Delay or Disruption: (Clause 36)	<u>Event</u> N/A
# The Defects Liability Period: (Clause 37)	Six (6) Months
The Charge for overheads, profit, etc. for Daywork: (Clause 41 (f))	Ten (10%) percent

Where there are Separable Portions, these items shall be deleted

Times for Payment Claims: (Clause 42.1)	Monthly
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:	(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, <u>10</u> % of the value until <u>5</u> % of the Contract Sum is held; (b) items on Site but not yet incorporated in the Works, <u>N/A</u> %; (c) items off Site but in Australia <u>N/A</u> %; (d) items not in Australia <u>N/A</u> % (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract <u>N/A</u> %.
(Clause 42.3)	
Unfixed Plant or Materials—the alternative applying: (Clause 42.4)	Alternative 3
The rate of interest on overdue payments: (Clause 42.9)	Ten (10%) percent per annum
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 2
The person to nominate an arbitrator: (Clause 47.3)	Superintendent
Location of arbitration: (Clause 47.3)	Queensland

AS 2124 - 1992

Separable Portions

- | | | |
|----|---|--------------|
| 1. | Separable Portion: | NIL |
| 2. | Contractor shall provide security in the amount of:
(Clause 5.2) | |
| | Principal shall provide security in the amount of:
(Clause 5.2) | |
| | The period of notice required of a party's intention to
have recourse to retention moneys and/or to convert
security:
(Clause 5.5) | |
| 3. | The Date for Practical completion:
(Clause 35.2) | |
| 4. | Liquidated Damages:
(Clause 35.6) | |
| 5. | Limit of Liquidated Damages:
(Cause 35.7) | |
| 6. | Bonus per day for early Practical Completion:
(Clause 35.8) | |
| 7. | Limit of bonus:
(Clause 35.8) | |
| | | <u>Event</u> |
| 8. | Extra costs for Delay or Disruption:
(Clause 36) | |
| 9. | Defects Liability Period:
(Clause 37) | |

Use this part of the Annexure where there are Separable Portions and ensure that the description of the Separable Portions covers all the work under the Contract. Make a separate column for each Separable Portion.

AS 2124 - 1992

**ANNEXURE TO THE AUSTRALIAN STANDARD
GENERAL CONDITIONS OF CONTRACT**

PART B

NOTE: This table is intended for easy reference to clause that may have been deleted, amended or added to Australian Standard 2124 - 1992

1. The following clauses have been deleted from the General conditions in AS 2124–1992:

AS PER ATTACHMENT

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124–1992:

AS PER ATTACHMENT

3. The following Clauses have been added to those of AS 2124–1992:

AS PER ATTACHMENT

STANDARDS AUSTRALIA GENERAL CONDITIONS OF CONTRACT AS 2124 - 1992

The General Conditions of Contract shall be the "AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT" AS2124, subject to the additions, deletions, substitutions and amendments set out hereafter.

Clauses to be amended are:

Clause 3 Delete lines 38, 39 and 40

Add:

If a schedule of rates omits an item which should reasonably have been anticipated by an experienced and competent Contractor, at the time of Tender, to be necessary for the satisfactory completion and performance of the works, the Contractor shall in the Tender insert such omitted item in the schedule with a price or rate for such item. In the event of the failure of the Contractor to do so, the cost of such item will be deemed to be included within other items of the schedule.

Clause 9 Amend line 44 to:

advise the Contractor of approval or rejection.

Clause 12 Amend lines 33 to 35:

excluding weather conditions, which differ materially and substantially from those physical conditions which should reasonably have been anticipated by an experienced and competent Contractor at the time of the Contractor's Tender etc.

Amend line 49:

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

Amend line 7:

which an experienced and competent Contractor could not reasonably have anticipated, etc.

Clause 17 Delete lines 44 and 45

Amend lines 49 and 50 to:

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

Clause 29 Add new clause 29.2 (a):

CONSTRUCTION PLANT OWNED BY OTHERS

The Contractor shall, upon request by the Superintendent, notify the Superintendent in

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

Add new Clause 29.4:

WARRANTIES

The Contractor shall ensure that all warranty entitlements arising from the works include the Principal and the Contractor as named beneficiaries. Such warranties shall be in a form approved by the Superintendent and shall be submitted to the Superintendent prior to the issue of the final payment certificate.

Clause 30 After line 21 (page 25 Clause 30.6), add new paragraph:

The Contractor shall not be entitled to rely upon any inspections or test carried out for their own purposes by the Principal or Superintendent.

Clause 35 Amend line 41 of 35.5:

described in the next paragraph and within 14 days after the delay occurs the Contractor

Clause 35.5 Amend line 49 (page 28):

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

Between lines 38 and 39 (page 29) add new paragraph:

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

Amend line 42 of 35.5 page 29:

for any reason there shall be no payment to the Contractor because of the granting of such extension of time.

Amend "28 days" in lines 33, 35 and 44 to "14 days".

Clause 36 Amend by adding between lines 22 and 23, a new paragraph:

Under no circumstances shall payment for such delays or disruption exceed the rate

agreed upon elsewhere in the Contract.

Clause 41 Line 44 amend:

in determining the value of Day Work where the Contract does not include rate(s) for Day Work regard shall be had to

Line 7, page 44, amend:

except where noted otherwise in the Contract the amounts payable for Day Work, etc.

Clause 42 Amend line 27:

Clause 44.6, amounts paid under the Contract and amounts in the opinion of the Superintendent otherwise due from the

Clause 43 Delete clause and insert:

- 43.1 Upon entry into a subcontract for any part of the work under the contract, the Contractor shall, in respect of that subcontract, establish the payment recording system for that Subcontractor as set out in clause 43.2.
- 43.2 All payments to Subcontractors shall be recorded by the Contractor on an approved Record of Payments form. The Contractor shall ensure that, as to any payment to any Subcontractor, such form is fully completed, executed by the Subcontractor concerned, and kept by the Contractor as proof of compliance with this clause.
- 43.3 At the time of making a progress claim under clause 42.1 the Contractor shall deliver to the Superintendent a statement naming any Subcontractor who has failed or refused to execute a Record of Payment form or to whom no payment has yet to been made and hereby acknowledges that the Superintendent may thereupon notify any such Subcontractor that after the expiration of 10 days from the date of the progress claim the Superintendent proposes to issue a payment certificate to the Principal including such amounts as may be claimed by the Contractor in respect of such Subcontractor.
- 43.4 The Record of Payment forms shall be:
 - (a) kept by the Contractor until issue of the Final Certificate by the Superintendent;
 - (b) provided to the Superintendent for inspection and copying upon reasonable notice in writing.
- 43.5 At the request of the Contractor and out of moneys payable to the Contractor the Principal may on behalf of the Contractor make payment directly to a worker or Subcontractor.

- 43.6 Before the payment of any money to the Contractor by the Principal, the Superintendent may require the Contractor:
- (a) to deliver to the Superintendent a statutory declaration in the form attached to these conditions by the Contractor, or where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts attested to, that all Subcontractors of the Contractor have been paid all that is due and payable to such Subcontractors up to the date of submission by the Contractor of a progress claim in respect of the work under the contract and that all its workers who at any time have been engaged on work under the contract by the Contractor have been paid all moneys due and payable to them up to the date of submission by the Contractor of a progress claim, in respect of their employment on the work under the contract and, if requested in writing, provide reasonable supporting documentary evidence thereof;
 - (b) to deliver to the Superintendent a Statutory Declaration in the form attached to these conditions by any Subcontractor, or where the Subcontractor is a corporation, by a representative of the Subcontractor who is in a position to know the facts attested to, that all workers who have been engaged by a Subcontractor of the Contractor have been paid all moneys due and payable to them up to date of submission by the Contractor of a progress claim in respect of their employment on the work under the contract and that all Subcontractors of the Subcontractor have been paid all that is due and payable to such Subcontractors up to date of submission by the Contractor of a progress claim in respect of the work under the contract and, if requested in writing, provide reasonable supporting documentary evidence thereof.
- 43.7 If within 3 days after the request is made by the Superintendent, the Contractor fails to provide a statutory declaration in the form attached to these conditions or the documentary evidence requested in a form satisfactory to the Principal (as the case may be) the Principal may, notwithstanding the provisions of Clause 42.1 and 44, suspend payments to the Contractor until such statutory declaration is provided.
- 43.8 The Contractor acknowledges that the Principal may release to a Subcontractor details of payments in percentage terms made by the Principal to the Contractor in respect of the works or any part thereof unless the Contractor shows reasonable grounds why such details should not be released or satisfies the Principal that all payments due to the Subcontractor by the Contractor have been paid.
- 43.9 If a worker or Subcontractor obtains a court order in respect of monies referred to in Clause 43.6 and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order and costs included in the order to the worker or Subcontractor and the amount paid shall be a debt due from the Contractor to the Principal.
- 43.10 After the making of a sequestration order or a winding up order in respect of the Contractor, the Principal shall not make any payment to a worker or Subcontractor without the concurrence of the official receiver or trustee of the estate of the

bankrupt or the liquidator as the case may be.

Clause 46 Amend lines 40 and 41 to:

Unless within 42 days after the direction or approval is given to the Contractor, the Contractor has given to be....

AS 2124-1992

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

(Clause 5.3)

At the request of ('the Contractor') and in
consideration of Murweh Shire Council ('the Principal')
accepting this undertaking in respect of the Contract for

.....
..... ('the Financial Institution')
unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the
Principal to a maximum aggregate sum of \$
(.....)

The undertaking is to continue until notification has been received from the Principal that the sum is no longer
required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the
Principal by the Financial Institution of the whole of the sum or such part as the Principal may require.

Should the Financial Institution be notified in writing, purporting to be signed by.....

.....
for and on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of
the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal
forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.
Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the
sum of \$
(.....)

less any amount or amount it may previously have paid under this undertaking or such lesser sum as may be
required and specified by the Principal and thereupon the liability of the Financial institution hereunder shall
immediately cease.

DATED at this day of 20.....

1. INFORMATION FOR TENDERERS

1.1 Project Description

SUPPLY AND INSTALLATION OF ELECTRICAL SUPPLY INFRASTRUCTURE AND LIGHTING - MORVEN FREIGHT HUB

The whole of the work shall be in accordance with the following specification and accompanying drawings and such further details and instruction as may be issued and completed to the satisfaction of the Superintendent.

1.2 Tender Documents

Tender documents comprise:

Conditions of Tendering
General Conditions of Tender – AS2125
Tender Form
Schedule of Prices
Works Programme & Methodology Statement
Local Expenditure Statement
Form of Formal Instrument of Agreement – AS2127
Statutory Declaration
Annexures to General Conditions of Contract
Approved Form of Unconditional Undertaking
B&A Specification No. 192169C
Ashburner Francis Specification No. 19-0771-B
Ashburner Francis Drawing Nos. 19-0771 E001-B, 19-0771 E010-B, 19-0771 E011-B & 19-0771 E050-B incl.
B&A Drawing Nos. 19216901 – 19216922 inclusive

NOTE: The contents of this Specification No. 192169C take precedence over Ashburner Francis Specification No. 19-0771-B.

1.3 Tender Document Fee

No tender document fee is applicable.

1.4 Closing of Tenders

Tenders close at the office of Murweh Shire Council, 95-101 Alfred St, Charleville Q.4470, at 2pm Friday 25th September 2020.

Tenders shall be lodged in a sealed envelope. Envelopes shall be endorsed: -

TENDER:
MORVEN FREIGHT HUB – SITE POWER AND LIGHTING

Tenders not delivered by hand shall be posted to:

The Chief Executive Officer
Murweh Shire Council
PO Box 63
Charleville Q.4470

Tenders may be sent or transmitted direct to the office of Council by email at mail@murweh.qld.gov.au with the prior explicit approval of the Principal. No guarantee as to the confidentiality of information can be given for any quotations sent electronically to the Principal.

1.5 Documents to be Lodged

Documents required to be lodged shall include the tender form, the fully completed schedule of prices, work methodology statement, local expenditure statement, a signed copy of the conditions of tendering and the tender deposit (if applicable).

Also complete and submit relevant technical schedules in Ashburner Francis Specification No. 19-0771-B.

1.6 Assessment Criteria

The following assessment criteria and relevant weighting will be applied to analysis of tenders received prior to selection of the successful tenderer.

Notwithstanding such analysis, Council reserves the right to select the submission that in view of all the circumstances appears to be the most advantageous.

Criteria	Weighting
Price	50%
Use of local suppliers and subcontractors	20%
Previous experience in similar projects in far western Queensland	10%
Contract commencement date / contract period	20%

1.7 The Contract

The Contract shall be a FIXED PRICE LUMP SUM CONTRACT. The Contract shall NOT be subject to variation on account of Rise and fall of wage rates or materials prices.

1.8 Licensed Builders

The attention of Tenderers is drawn to the contents of the Queensland Building and Construction Commission Act.

Where required by the Act, Tenderers must tender in the name of the licensed builder(s) under the Act. The signature of the Tenderer must be that of the licensed builder(s) or authorised agent in which case a copy of the authority should be enclosed with the tender.

1.9 Tender Deposit

No tender deposit is required.

1.10 Security Deposit

The Security Deposit for the works shall be calculated as \$3000 plus 1% of the amount by which the Contract Sum exceeds \$100,000.

1.11 Goods & Services Tax (GST)

Tenders are to be inclusive of GST. The GST amount shall be shown separately in the Schedule of Prices.

1.12 Superannuation

Tenders shall be deemed to have included all costs arising from superannuation schemes which may be incurred by the Contractor to the date of the Final Certificate. No Contract Sum adjustments shall be made for reasons arising from any such costs, including increases in such costs which may occur after the date of Tender.

1.13 Contract Period

Six (6) weeks from issue of letter of acceptance – subject to negotiation at tender stage.

1.14 Liquidated Damages

Failure to complete the works within the specified time shall incur Liquidated Damages of One Thousand Dollars (\$1000.00) per day or part thereof.

1.15 Insurance

Insurance of the works shall be effected by the Contractor in accordance with the General Conditions of Contract.

1.16 Addenda Acknowledgement

Tenderers shall acknowledge in their submitted tenders the receipt of the numbered and dated Specification Addenda and any drawings issued during the tender period and the inclusion of their contents in the tender.

1.17 Discrepancies

Should a tenderer find discrepancies or omissions from the Drawings and/or Specification, or be in doubt as to their meaning, they shall at once notify the Superintendent and obtain a ruling on the matter. Anything contained on the Drawings and not mentioned in the Specification or vice versa shall be considered as being included and the whole of the work shall be executed to the true intent of the Drawings and Specification. Figure dimensions will in all cases take precedence over scaling of the Drawings.

1.18 Inspect Site

Tenderers shall inspect the site prior to submission of their tender and shall satisfy themselves as to site conditions and the full extent of work necessary to complete the contract to the full intent of the Specification.

1.19 Portable Long Service Levy

The initial completion of and lodgement of forms and payment of fees shall be the responsibility of the Principal.

1.20 Work Health and Safety Act

The Contractor will be appointed the Principal Contractor in respect of the work which is the subject of this contract, in accordance with the provision of the Act.

Where the work “Owner” appears in the Act, “Owner” shall be defined as the Principal referred to in the General Conditions of Contract.

The initial completion and lodgement of forms and payment of fees shall be the responsibility of the Principal. The Contractor shall be responsible for all other requirements under the Act, including completion and lodgement of other forms, notices and work plans, use of appropriately trained and qualified staff and payment of other fees.

1.21 Quality Assurance

Tenderers shall advise the status of their quality system, if any, including certification details.

1.22 Fees & Approvals

The following fees and applications shall be the responsibility of the Principal:

- a) QLeave Levy;
- b) Building approval;
- c) Plumbing approval; and
- d) Water supply, power and sewerage connection.

All other necessary fees, permits, approvals etc., are to be obtained by and paid for by the Contractor.

1.23 Requests for Information

Queries regarding the specification and drawings shall be directed to:

Bryan Payne
Brandon & Associates
Roma Qld
Ph. (07) 4622 3799
Fax (07) 4622 2041
Email roma@brandoneng.com

and shall preferably be in writing for clarity.

2 CONDITIONS OF CONTRACT

2.1 Contract Documents

The Contract documents include:

The General Conditions of Contract AS2124 subject to the additions, deletions, substitutions and amendments set out in the Annexures thereto.

A copy of the General Conditions of Contract shall be available for perusal at the office of the Consulting Engineers:-

Brandon & Associates Pty Ltd
24 Quintin Street
ROMA Q. 4455

3 NATURE AND EXTENT OF WORK

3.1 General

Contract consists generally of:

- Supply and installation of external power supply distribution as scheduled and specified;
- Supply and installation of operational and security lighting, including but not limited to the supply and construction of lighting posts;
- Supply and installation of all services, conduits, pits, switchboards, distribution boards and fixtures associated with the works;
- Trenching associated with all underground services;
- Electrical and mechanical works, but excludes works by Council as specified or detailed.

3.2 Location

The site of works is located at Morven Freight Hub on the outskirts of the Town of Morven.

3.3 Project Signage

If directed, supply and fix in an elevated position in a location as directed one (1) only number 2400 x 1200 properly framed signboard sheeted with 6mm tempered hardboard and edged in 75mm dressed pine, unless otherwise approved.

Paint with two coats of enamel paint and letter with such wording as directed by the Superintendent.

Generally, the sign shall show the project description, Principal's name, Contractor's name & QBCC number and Consultant's names, addresses and telephone numbers.

3.4 Services

Arrangements for permanent power supply to the site are the responsibility of Council. Liaise with Ergon Energy and arrange for and pay all associated costs for provision and use of construction power.

Arrangements for permanent water supply to the site are the responsibility of Council. Liaise with Council for provision and use of water for construction purposes, which will be made available at no cost to the Contractor.

3.5 Levels

Exact locations and levels are to be confirmed on site in consultation with the Superintendent. Liaise as required with the Superintendent/

The Contractor shall be held entirely responsible for the correct setting out of the works in the positions indicated on the drawings and shall certify all levels and dimensions and provide suitable permanent marks for the determination of all lines and levels that may be referred to during the progress of the works.

Any levels should be confirmed on site in consultation with the Superintendent and designed & constructed by the Contractor. The Superintendent and Principal will accept no responsibility whatsoever for any variation in the actual levels from those agreed and no extra caused through variation will be allowed in any circumstances.

3.6 Guarantees

Where, in the Specification, guarantees are called for, the Contractor shall obtain written guarantees from the firms carrying out the work or supplying the goods, addressed to and handed to the Principal at practical completion. The date for start of the guarantee period shall be the Date of Practical Completion.

3.7 Practical Completion

At Practical Completion a set of "As Built" drawings (including dimensions) shall be provided by the Contractor to the Principal for the following:

- Electrical Services and Lighting (if not located as shown on drawings).

Drawings shall be provided in AutoCAD .DXF format, or approved alternative.

3.8 Completion

On completion, the Contractor shall ensure that the site is left in a fit and proper state and ready for occupation.

4 SITEWORKS

4.1 External Site Works

Site works (earthworks) are generally by Council.

The Contractor shall ensure that all roads, pavements, bitumen surfaces, hard stands and the like that are damaged as a result of the work executed shall be restored to the equivalent standard achieved prior to the commencement of works. Additionally, the Contractor shall employ construction practices and make use of materials of equivalent standard to restore damages.

4.2 Rock

Contractor is to include an “excavated” cubic metre rate for excavation in rock, however rock is not expected to be encountered on this site.

The definition of “rock” shall be material which cannot be ripped at a production rate of 3 cubic metres per hour by a Class 85 excavator (19-23t operating mass; 85-100kW nett engine power; 600mm maximum bucket width) equipped with a manufacturer-approved heavy duty / rock bucket with teeth fitted with high penetration boots.

The Contractor shall adopt construction practices and recommend design changes (if applicable) which minimise excavation in rock, prior to undertaking work that could be readily foreseen to encounter rock.

4.3 Surface Drainage

The Contractor shall divert any water interfering with progress of the Works, keep trenches free from water while the Works are in progress and prevent any injury to the Works by water.

Adequate drainage of all working areas shall be maintained throughout the period of construction to ensure surface water runs off without ponding, except where ponding forms part of a planned erosion and sedimentation control system. The Contractor shall have proper and approved pumping equipment for keeping the trenches and excavation constantly dewatered during the time the works are in progress.

4.4 Trenching

Trenching for installation of electrical cabling shall be in accordance with AS3000 and other relevant standards.

5 ELECTRICAL SERVICES

5.1 General

All electrical works shall be undertaken in accordance with the technical sections of Ashburner Francis Specification No. 19-0771-B and Ashburner Francis Drawing Nos. 19-0771 E001-B, 19-0771 E010-B, 19-0771 E011-B & 19-0771 E050-B incl.