



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

Request for Tender

Murweh Shire Council

**Charleville Flood Levee Bank Remediation
Works**

Contract No: RFT1. 22-23

Tender Close: 2pm Wednesday 14 June 2023

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1.0 CONDITIONS OF TENDER

1.1 The Tenderer shall state:

- a) in the case of an individual, full given names, surname and address.
- b) in the case of a business name, the names and addresses of all proprietors and the address of the principal place of business.
- c) in the case of a company, the full name of the company and the address of the registered office of the company.

1.2 Tenders shall be enclosed in a sealed envelope addressed to:

RFT 1. 22-23 Charleville Flood Levee Bank Remediation Works
The Chief Executive Officer
Murweh Shire Council
PO Box 63
CHARLEVILLE Q 4470

Documents required to be lodged / returned must include:

- **Schedule A - Tender Form**
- **Schedule B - Completed Schedule of Prices**
- **Schedule C – Completed Works Programme & Methodology**
- **Schedule D - Relationship to Local Economy**
- **Schedule E - Completed Insurance Details**

Tenders shall be lodged in the tender box in the office of Murweh Shire Council, 95-101 Alfred Street Charleville.

TENDER CLOSING DATE

2pm Wednesday 14 June 2023

1.3 Tenders may be emailed direct to the office of Council with the prior approval of the Principal. No other forms of lodgement by electronic means will be accepted. No guarantee as to the confidentiality of information can be given for any Tenders sent electronically to the Principal.

1.4 Tenders are to be supplied for the construction of the building based on the Council supplied drawings and the scope listed below.

Tenders shall be assessed according to the tender assessment criteria below.

2.0 SCOPE OF WORKS

The scope of works for this project will include supply of contracting services including machinery and materials for the remediation of the Charleville Flood Levee System in accordance with the Specification (See Section 9).

The scheduling of the works will be at the direction of the project manager so as to address locations/ areas judged to be more severely damaged.

Council will be seeking pricing for two crews to conduct the works.

Council may award the contract for both crews to a single contractor provided that they can show the capability of providing the two separate crews concurrently. Works will not be pre-scheduled but will be conducted as directed by the project manager.

2.1 Inclusions

- Contractors are to provide photographic evidence of the work areas showing the site before and after the works have been completed. Where treatment types are to be completed in stages or layers, photo evidence is to be collected showing each part.

All Photos are to be geotagged and dated.

2.2 Exclusions

- Provision of design or other consulting services

2.3 The format of the Tenders is to be a schedule of rates (as per Schedule B). Tendered rates are to be valid for a minimum of 6 months.

2.4 The Contractor shall be responsible for the supervision of all the employed sub-contractors.

2.5 It should be noted that there is a finite time available to complete the works. All works must be completed by no later than 31st December 2023.

2.6 Council may accept the Tender that in view of all the circumstances appears to be the most advantageous or may decline to accept any Tender.

2.7 Canvassing of Councillors is prohibited and will lead to automatic exclusion from the tender process.

2.8 Tender Assessment

The Tenderer's attention is drawn to the following evaluation criteria and weighting, which in addition to the requirements of the Local Government Act will be considered in assessing the tenders.

ITEM		PERCENTAGE
1.	Submitted Prices – Schedule B	40%
2.	Methodology – Schedule C	15%
3.	Prior Experience	15%
4.	Capability & Availability	20%
5.	Local Content – Schedule D	10%
TOTAL		100%

3.0 SCHEDULE A - CONTRACT (AS 2124 – 1992)

Refer to Attachment 1 – General Conditions of Contract (AS 2124 – 1992)

4.0 SCHEDULE B – PRICING

Item	Description	Qty	Unit	Sub-Totals (Ex-GST)
1.0	Preparation of Documentation Environmental Management Plan, Workplace Health and Safety Plan (including SWMS & JSA), materials testing docs, etc.	1	Item	\$
2.0	Equipment (incl operators)			
2.1	Grader	-	Hr	\$
2.2	Roller (smooth)	-	Hr	\$
2.3	Roller (pad foot)	-	Hr	\$
2.4	Roller (multi)	-	Hr	\$
2.4	Excavator	-	Hr	\$
2.5	Compactor	-	Hr	\$
2.6	Truck (Tipper)	-	Hr	\$
2.7	Truck & Dog	-	Hr	\$
2.8	Water Truck	-	Hr	\$
2.9	Utility Vehicle	-	Hr	\$
2.10	Loader	-	Hr	\$
2.11	Dozer	-	Hr	\$
3.0	Personnel (non-operators)			
3.1	Foreman	-	Hr	\$
3.2	Labourer	-	Hr	\$
3.2	Cultural Supervisor	-	Hr	\$
4.0	Materials Supply			
4.1	Loam	-	m ³	\$
4.2	Gravel fill	-	m ³	\$
4.3	Clay fill	-	m ³	\$
4.4	Concrete (32 MPa)	-	m ³	\$
5.0	Site Clean Up	1	Item	\$
Total (Ex-GST)				\$
GST				\$
Total				\$

NAME OF TENDERER:

ADDRESS OF TENDERER:

SIGNATURE OF TENDERER:

DATE:

SIGNATURE OF WITNESS:

DATE:

Note:

1. Note that the items listed in this schedule are not exhaustive, where additional items not listed will be required for the completion of the works, the contractor should provide the price for these as well weather separately or otherwise.
2. Contractors may include their own detailed cost breakdown in lieu of schedule B providing that it includes similar or greater detail. If the submitted cost breakdown is not considered suitable the contractor may be required to resubmit a revised schedule.
3. Pricing of works are to include all fees, consumables and other sundry costs.
4. Contractors should list all inclusions and exclusions from the works.
5. Contractors are to submit details of the plant proposed to be used (spec sheets, etc) with their submission.

5.0 SCHEDULE C - WORKS PROGRAM AND METHODOLOGY

The Tenderer shall state hereunder a detailed preliminary indication of their proposed works schedule, including key milestone points and starting date, construction methodology (detailing what plant will be used for the different treatment types) and likely cash flow. 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.

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6.0 SCHEDULE D – RELATIONSHIP TO LOCAL ECONOMY

Comments invited:

7.0 SCHEDULE E – INSURANCE DETAILS

I/We (Name of Offeror)

Name of Offeror	ACN or ABN (if applicable)
of	
Street Address	Postal Address

The following details are provided as part of our Offer

INSURANCE

Worker's cover

Policy Number	Expiry date
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Insured amount

Public liability

Insurer/Policy Number	Expiry date	\$
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Insured amount

Insurance of the Works (if option exercised)

Insurer/Policy Number	Expiry date	\$
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Health and Safety Officer

Name	Telephone number
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Contractor's Representative

Name	Telephone number	Email
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Proposed Working Days and Hours

Days

Hours

Monday to Friday		
Saturday		
Sunday		
Public holidays		

Authorisation

Name	Position
Signature	Date

8.0 TENDER INFORMATION

8.1 Information to be Supplied with Tender.

Complete all schedules (A to E) attached to this Tender document (if any).

8.2 Fixed Price Tender

The Tender shall be for a **FIXED PRICE SCHEDULE OF RATES**. The Tender shall NOT be subject to variation on account of rise and fall of wage rates or materials prices. No increase will be sought from or imposed on Murweh Shire Council except as varied according to this specification.

8.3 Appropriately Licensed and Approved Contractor

All work under this Tender shall be carried out and/or supervised by a Contractor licensed to carry out work of this nature, with the relevant experience and pre-approvals required for this type of work. The Tenderer warrants in their Tender that they carry the appropriate licenses, experience and pre-approvals to complete the work.

8.4 Enquiries

Tenderers shall be deemed to have satisfied themselves of all aspects of the proposed works and the contents of this Tender document prior to submission of their Tender.

Enquiries during the Tender period shall be directed to **Raju Ranjit** of Murweh Shire Council, (**phone: 0476 755 014** , **Email: raju_ranjit@murweh.qld.gov.au**), who will be Principal's Representative for the works.

8.5 Visit Site

Contactors are requested to visit the site and determine the extent of proposed works prior to submitting their Tender. Council Staff will be available to address any queries via phone or email and will be available to provide access on-site (provided 2 business days' notice).

Contractors and their staff visiting site should provide copies of their WHS White cards to MSC prior to attending site. Site visits and inspections are to be supervised by MSC staff.

8.6 Discrepancies

Should a Tenderer find discrepancies in or omissions from the Specification, or be in doubt as to their meaning, they shall at once notify the Superintendent and obtain a ruling on the matter. The whole of the work shall be executed to the true intent of the Specification.

8.7 Workplace Health and Safety

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

Where the word “Owner” appears in the Act, “Owner” shall be defined as the Principal referred to in the Specification and/or General Conditions of Contract.

The initial completion and lodgement of the Notification and Payment Form and payment of the Notification Fee 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.

8.8 Supervision

The Contractor shall ensure work is supervised at all times by an appropriately qualified and experienced person.

8.9 Insurance

Contract work insurance should be affected by the Contractor.

8.10 Special Working Hours

No constraints on working hours additional to those imposed by relevant legislation will be applied by Council.

8.11 Time for Completion

Council has certain commitments and time constraints it is required to meet in respect of funding received for this project.

An expedited construction programme and timely completion of critical elements and also the project as a whole is therefore of significant importance to Council in assessment of the most suitable Contractor for this project. Ensure the enclosed Works Program and Methodology Schedule is completed in an accurate and informative manner and submitted with the Schedule of Prices.

Works shall be completed prior to **31/12/2023**.

Failure to complete the works within the specified time (after allowance for approved extensions) may incur Liquidated Damages of Two Hundred Dollars (\$200.00) per day or part thereof.

8.12 Payment

Progress payments may be made at the end of each month and are to be approved by the project manager prior to submission to council. Payment may be withheld if any/ all of the required documentation nominated in the Specification (see section 9.0) has not been provided.

At the discretion of Council, the project may be inspected by council staff (or a third party contracted by council for this purpose) to assess progress and ensure compliance with the design.

8.13 Defects Liability

A defects liability period of twelve (12) months shall be applicable to work performed under this Tender.

Retention money equivalent to five per cent (5%) of the final Tender amount, including any variations, shall be held by Council pending successful completion of this period.

9.0 SPECIFICATIONS

The extent and type of remediation works are detailed in Attachments 1 - 13.

The schedule of rates is to include all ancillary costs including (but not limited to) establishment/disestablishment, travel time to and from site, service time, down time, accommodation and shift swings, allowances, management, overheads and administration of the contract. The contractor will be required to start and finish on-site, not at depot locations.

The contractor is to rely on the Technical Specification in Section 9.0 and the prepared drawings provided (Attachment 3 Drawings 1-13 or their more recent revisions) for this contract.

If a dispute arises out of the quality or quantity of the work required for a particular item, the approved contractor is required to insist on the minimum requirements of the Scope and Specification. The approved contractor is not empowered to alter any part of the scope or specification. Any changes to the Scope and Specification requires approval from Council.

Work Areas

The contractor is responsible for the safe keeping of any of the contractor's plant, equipment, tools, materials or other property at work areas. If existing fencing is cut or altered by the contractor, the Contractor shall provide and maintain temporary fencing to the satisfaction of the Principal's Representative or Inspector during the Contract to prevent unauthorised entry into the property and shall reinstate the fencing and remove temporary fencing on completion of the work.

The Contractor shall erect appropriate regulatory, hazard, emergency information at prominent locations in and around the work areas and temporary site facilities.

Out of Hours Contacts / Emergencies

In the event of emergencies or incidents occurring out of working hours, the following project personnel shall be contacted as below.

Principal's Representative – Rajeev Maharjan

Mobile: 0409 088 708

Email: rajeev_maharjan@murweh.qld.gov.au

Works Supervisor – Troy McQueen

Mobile: 0427 745 071

Email: Troy_McQueen@murweh.qld.gov.au

Director of Engineering Services – Raju Ranjit

Mobile: 0476 755 014

Email: raju_ranjit@murweh.qld.gov.au

Safety Advisors

The Council's Safety Advisor for the Project is:

Mia Keyes

Ph: (07) 4656 8329

Email: mia_keyes@murweh.qld.gov.au

The contractor is to advise the name and contact details of the Safety Advisor and Representatives for the Project.

General Safety Induction

The Contractor is to forward to Council a copy of General Safety Induction records of project construction personnel, including sub-contractors.

Site Specific Safety Inductions

The Contractor is required to provide site specific safety inductions to all construction staff and site visitors. A record of site-specific safety inductions and toolbox talks are to be detailed in the contractors Daily Diary and made available for inspection by the inspector or Council representative. Council's representatives will not attend site inspections or visit the site until a Site Safety Induction has been provided.

Traffic Management

The contractor shall take all necessary steps, in accordance with the provisions of the Work Health and Safety Act, to ensure safety of the public in regard to the construction activities under the contract. In particular, work on roadways shall be signed in accordance with the Queensland Manual of Uniform Traffic Control Devices. Traffic Management must be undertaken by a company registered under the Queensland Traffic Management Registration Scheme and signage erected must be done by personnel engaged by the company that have a current Traffic Management Implementation (TMI) card and qualification. The Traffic Management company shall have prepared by a qualified Traffic Management Designer (TMD), appropriate traffic management plans and traffic guidance schemes, noting the roads are generally all low volume and generic plans may be suitable at the current site.

No public road is to be closed or traffic diverted elsewhere without the prior approval of the Principal's Representative and public advertising of the proposed diversion undertaken. Proposals to close roads and divert traffic must be lodged with the Principal's Representative for approval by Council and shall include full details of but not limited to, reasons for the closure, the alternative route, proposed signing, approvals and conditions required by the respective emergency service, Police, Ambulance and Fire, closure times and duration, adjacent landholder's notification and public advice measures.

General Requirements

The general requirements during the construction of the project are as follows:

- Work may only proceed when the Principal's Representative has been issued with all the Pre-Start documentation.
- Any damage to existing services under the control of Council or another Authority must be notified immediately and made good by the relevant Authority at the contractor's expense prior to acceptance of the works.

Works shall not be undertaken on any adjoining private properties without the prior written consent of the relevant registered landholder. A written acceptance (by the registered landholder) of the completed work shall be submitted to Council upon finalisation of the works.

Variations

In general, minor variations should be site generated whilst major variations must be approved in writing from the Principal's Representative. Variations for the convenience of the contractor may be considered, however will not be accepted as claims for additional payment.

The Inspector has no authority to order major variations to the contract but does have the authority to write notices on urgent safety issues.

Variations within $\pm 10\%$ change in quantity will normally be approved and the Contractor is able to proceed without delay upon direction by the Inspector of Principal's Representative. Other variations submitted greater than $\pm 10\%$ change or different treatment will require formal approval by the Principal's Representative before proceeding.

Any site-generated variations that may become necessary will be ordered in writing by the Contractor or his Representative in the form of a Site Instruction and confirmed in writing by the Principal's Representative.

Water for Road Construction

The Contractor will be able to access water from local creeks where available. Otherwise water pumped from bores to dams owned by local property owners is available for purchase typically at \$2.20/kL.

The Contractor will:

- Liaise with Council on the location of Council and landholder water for construction supplies.
- Observe the "Exemption Requirements for Constructing Authorities for the take of Water without a Water Entitlement."
- Submit log sheets for volumes obtained to Council. Refer "Water for Construction – Logging Sheet" that will be provided to the contractor.
- Where required, the Contractor is to seek approval Council to take water from Council sources and pay any necessary fees applicable.
- Seek written permission form adjacent landholders to access water for construction from their private property. The Contractor shall pay any necessary fees that may be applicable. A copy of the written permission of the landholder to access water for construction is to be provided to Council.
- Seek written permission from the Queensland Department of Natural Resources and Mines to access water for construction from any local bores, dams or rivers under their management. The Contractor shall pay any

necessary fees that may be applicable. A copy of the written permission of the landholder to access water for construction is to be provided to Council.

- In all instances, observe the requirements of environmental management applicable to the water source.

Accessing Material from Pits

The Contractor shall:

- Assume bulk material such as gravel and loam can be sourced from pits within 50 km of all works sites
- Liaise with Council on pits locations and access, construction material is not to be sourced from a site until access is confirmed by Council
- Where access is required to alternate sites, this is to be arranged with Council's representative
- Submit load sheets identifying the Pit location, Pit No. and volume of construction material taken from pit for individual sites. Refer to "Material for Construction – Logging Sheet"

Fees are not applicable to the contractor obtaining gravel from Council approved gravel pits.

The locations of approved gravel pits are listed in the gravel pits register and map included in the tender documentation.

If material meeting the required specifications for any part(s) of the works is not available locally, the contractor may propose an alternate material source for consideration OR may liaise with council to locate the nearest practical source.

Log Sheets for Pits and Water

The Contractor will be provided with the log sheets required to log quantities and site ID details for gravel, loam (or other bulk material) and water taken. Completed sheets are to be submitted to the Principal's Representative or Inspector.

Removal of Construction Materials and Reinstatement of Site

The Contractor shall ensure that all surplus construction materials including signs, pegs, aggregate and windrows are removed from site, and that the shoulders, footpaths, verges, berms, inlets are free from any construction materials or damage. Any signs or traffic guidance and driving aids must be reinstated prior to the removal of the traffic control from the site.

Utility Services

Attention is drawn to potential conflict between existing services and the proposed construction:

- It is the Contractor's responsibility to contact the service authorities to identify locations of services on the site in relation to the construction activities

- Council is responsible for the costs of permanent alterations to services necessary for completion of the works
- The Contractor is responsible for costs of repairs to damage caused to services, and for costs of any liaison and alterations to services that are solely for the convenience of the Contractor's construction procedures
- It is the Contractor's responsibility to liaise with service authorities and to co-ordinate the relocation of the services
- While it is unlikely that utility services will be encountered at the remote sites, the Contractor is responsible for and will exercise due diligence in undertaking checks to confirm their location, if present.

Traffic Management Plan

- The Traffic Management Plan, signage of the works and control measures must be in accordance with the Queensland Department of Transport and Main Roads Manual of Uniform Traffic Control Devices (MUTCD)
- A Traffic Management Implementation (TMI) qualified person is required for traffic management on site including signage erection and movement
- Council's preference is for signage and road diversions through table drains where possible.
- A risk assessment for traffic management for each site is to be done by the Contractor
- The Council will provide the contractor with a shire road map to assist with the preparation of the Traffic Management Plan
- In the instance where works are to occur adjacent to or on a Queensland Department of Main Roads designated Rd, then the Contractor shall seek approval from the Department for these works. All costs associated in gaining this approval shall be borne by the Contractor.

10.0 TECHNICAL SPECIFICATION

Refer to Attachment 2 – Technical Specification

11.0 ATTACHMENTS

Attachment 1 – General Conditions of Contract (AS 2124 – 1992)

Attachment 2 – Technical Specification

Attachment 3 – Drawings Job No 8000-3018-0 Issue A

Drawing References:

1. 30032562-00-LP-001 Rev A
2. 30032562-00-DI-001 Rev A
3. 30032562-00-SW-001 Rev A
4. 30032562-10-GAI-101 Rev A
5. 30032562-10-GAI-102 Rev A
6. 30032562-10-GAI-103 Rev A
7. 30032562-10-GAI-104 Rev A
8. 30032562-10-GAI-105 Rev A
9. 30032562-10-GAI-106 Rev A
10. 30032562-10-GAI-107 Rev A
11. 30032562-10-TC-101 Rev A
12. 30032437-GE-1032 Rev A
13. 30032437-GE-1033 Rev A