



**Tender to Supply and Install
Five (5) Transportable Homes to
Sapphire, Central Queensland for
seniors' Accommodation.**

**Tenders close with the Chief Executive Officer at
12 noon Tuesday 17th November 2009**

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1. General Conditions of Contract for Supply of Services

1.1 Definitions

In these General Conditions and the annexed specification the following shall have the meanings thereby assigned to them unless there is something in the subject or context inconsistent with such instruction.

“Chief Executive Officer” shall mean the permanent head of the unit of administration of the Council concerned with the contract.

“Contract” shall mean and include the form of Tender, Conditions of tendering, schedules, specifications, general conditions, plans, covering letter and agreement.

“Contract Drawings” shall mean all drawings, maps and plans as shall be provided by Council to the Contractor for the carrying out of the contract.

“Contractor” shall mean the person, firm, company or corporation whose tender is accepted by Council and shall include its executors or administrators, successors and assignees.

“Council” shall mean Central Highlands Regional Council.

“Tender Drawing” shall mean all drawings issued with Council’s specifications.

“Works” shall mean and include plant, equipment and materials to be provided and work to be done by the contractor under t contract.

1.2 Basis of Payment

Payments under the contract shall be on a Schedule of Rates basis.

1.3 Compliance with Statutory Requirements

The Contractor shall comply with the requirements of Commonwealth and State of Queensland legislation, regulations, by-laws, orders and proclamations made or issued under any such Act or Ordinance and with the lawful requirements of public, municipal and other authorities in any way affecting or applicable to the execution of the work under the contract.

1.4 Contractor to be Fully Informed

The Contractor shall be deemed to have carefully examined the General Conditions, Schedule of Quantities, Specifications and Drawings. If the Contractor shall have any doubts as to the meaning of any portion of these the Contractor shall, before acceptance of the tender, set forth the particulars thereof and submit them to the Superintendent in writing, in order that such doubt may be removed.

Each tenderer shall be deemed to have visited the sites of the work and to be satisfied with respect to all local conditions and facilities. The tenderer shall also be deemed to be satisfied as to the correctness and sufficiency of the tender lodged and that the price offered covers the cost of complying with all obligations under the contract. If the tenderer has any doubt as to the meaning of any portion of the tender documents the tenderer shall include a statement of the interpretation upon which the tenderer relies and on which the tender has been prepared

The Council will not be bound by any verbal advice given or information furnished by any employee of the Council in respect of the contract but shall be bound only by written advice or information furnished by Council under the signature of the CEO or other authorised officer of the Council.

1.5 Sub-Letting or Assignment of Contract

The Contractor shall not, without the consent in writing of Council, assign or sub-let the contract, or any substantial part thereof, nor make any sub-contract with any person or persons for the execution of any portion of the supply of goods or services other than for raw materials, minor details, or any part of the supply of services of which the makers are named in the contract. Any permission or consent to assign or sub-let the supply of goods or services to be done under the contract shall not discharge the Contractor from any liability in respect of the contract and shall extend only to the consent actually given.

1.6 Manner of Execution

The goods and services shall be provided and maintained in the best and most substantial and professional manner, and with materials of the best of approved qualities for their respective uses.

1.7 Notices and Charges

The Contractor shall give any notices and pay all fees and charges required by law in connection with the carrying out of the contract.

1.8 Inspection

When the Works under the contract have been substantially completed, the Council may carry out such inspections as are deemed necessary by the Manager or as may be detailed in the Specification, to determine whether the Works have been provided in accordance with the Specification.

Any Works which in the opinion of the Manger are not in accordance with the Specification or have failed to pass such inspections or tests as the Manager may require or as may be specified may be rejected, notwithstanding that such Works may have been signed for on behalf of Council. The Contractor shall replace or remedy such Works to the satisfaction of the Manger.

2. Conditions of Tendering

2.1 Contents and Compilation of Tenders

Tenders shall in all cases be on the Form of Tender, which shall be signed by the tenderer and witnessed. Each tender shall set forth, in respect of the person who is the tenderer, the full given names, surname and address of that person or, where the person is a body corporate, the name and address of the registered office of the body corporate in the case of a body corporate which has a registered office, otherwise the same name and addresses of the body corporate. If the tenderer is a Company, the tenderer shall state whether or not it is a subsidiary of any other Company and it shall also indicate the relative Australian Company Number/s.

The Schedule of Prices or the Schedule of Rates of the Bill of Quantities shall be completely filled in and the tenderer shall show how the total amount of the tender is made up. The Form of Tender and schedules shall be completed in ink or typewritten.

The tender and all supporting documents and plans lodged by the tenderer shall become and remain the property of Council.

The Contract shall be a fixed price contract unless provision is made elsewhere in these documents for rise and fall price variation.

2.2 PQC level Required for the Project

All builders who wish to tender for government work (including constructions funded by government) must be on a pre-qualification (PQC) register maintained by the Department of Public Works. Builders who are not on this register will not be eligible to submit tenders for you project.

2.3 BSA requirements

A request of financial capacity will be required by the tenderer from the Building Services Authority. Financial capacity will be need to be verified in accordance with the Department of Communities requirements.

2.4 Lodgment and Opening of Tenders

Every tender shall be enclosed in a sealed envelope addressed to **CEO, Central Highlands Regional Council**, which shall be endorsed on the front of the envelope with “**Tender – Transportable Homes**”

Tenders may be lodged by post or courier to Council’s Emerald Office before the time specified for the opening of the tender.

Postal Address: PO Box 21, Emerald Qld 4720
Street Address: 65 Egerton Street, Emerald Qld 4720
Email : sheiskari@chrc.qld.gov.au
Fax: 1300242687

Any tender not received by the specified time will not be considered.

The specified closing time for tender will be 12 noon on the date mentioned on the Form of Tender.

A tender received by telephone shall not be admitted. Email and Fax tenders will be accepted but there is no guarantee of confidentiality if submitted by either of these means

2.5 Tender Compilation and Errors in Tender

Where the tender is for a Schedule of Rates Contract: -

- a) the tenderer shall state in the Schedule of Rates provided, the offered rates to perform the contract and the sum to be inserted in the tender shall agree with the total sum in the Schedule of Rates and shall not be or be deemed or taken to mean that the proposed contract is a contract on a lump sum basis but shall be inserted merely to enable the Council or, as the case may be, its delegate to evaluate the tender;
- b) if any error be made in the calculation or summation of the prices, the tenderer shall be bound by the rates stated in the schedule and the contract sum/total stated in the tender shall, subject to agreement thereto by the tenderer, be altered by the Council or its delegate to conform with the contract sum/total shown in the schedule after correction;
- c) where the tenderer fails or refuses to agree to alteration of the contract sum/total stated in the tender, the tender shall be deemed to have been withdrawn by the tenderer.

2.6 Quantities, Etc

The Council will accept no responsibility for the accuracy of the quantities or other Measurements supplied.

2.7 Resolution of Inconsistencies

All parts of the tender documents shall be read and construed together as a whole and so that all parts are as far as possible consistent with each other. Where the tender documents contradict or are inconsistent with each other, and to the extent to which it is not possible to reconcile the provisions of the Job or Supplementary Specification, the General Specifications, Conditions of Tendering and the General Conditions of Contract, priority of interpretation should be given in the foregoing order mentioned.

2.8 Informal Tenders

Any tender may be rejected which does not comply with the requirements of or which contains provisions not required by the tender documents.

2.9 Acceptance of Tender

- 2.9.1** The Council shall not be bound to accept the lowest or any tender. No tender shall be deemed to have been accepted unless and until such acceptance has been notified to the tenderer in writing under the signature of the CEO or an authorised officer.
- 2.9.2** Where the CEO requires, the successful tenderer shall within such time provide Council with a deed or Agreement for the due and faithful performance and fulfillment of their tender and the acceptance thereof.
- 2.9.3** The Council's written acceptance of a tender shall constitute a contract between the Council and successful tenderer until a Formal Agreement is executed.
- 2.9.4** The Council reserves the right to request amendments to the floor plan of the building where it does not impact on the tendered cost or building structure.

3. General Specifications

3.1 Scope of Work

- 5 Transportable 2 bedrooms homes
- Delivered to Sapphire Central Queensland
- All buildings to be stumped and levelled
- Steel frame construction
- Dimensions 6.6m x 11m approximately.
- Standard Specifications of building to be included.
- All attached steps and verandas to be installed

Special inclusions and changes:

- the main bedroom dimensions 3x 4 approximately
- The building to be compliant with the energy efficiency (climate zone 3) specifications
- The Building to be compliant with the Queensland Development Code MP4.1
- The design of the building is to comply with BCA vol. 2 (class 1) a requirements.
- Split system air conditioner(s) to main bedroom and living area.
- Combined laundry bathroom toilet area with seamless vinyl floor covering.
- Hobless Shower to be installed
- Hot water system to the building and plumbing code for seniors units (heat pumps / solar) must include testable mixing valve.
- Veranda minimum of 1.8m x 3m
- Built in sliding robes with one mirrored panel in each of the bedrooms.
- All doorways to have 900cm access
- Fans in bedroom and living area
- 12 double power points to be installed as specified.
- Flywire and security screen on all windows and external doors
- Wired in smoke detector
- Television point
- 2 Phone points
- Vinyl floor covering installed in the living room.
- Carpet installed in the bedrooms
- Flick mixer taps to bathroom, laundry and kitchen

Additions to scope can be quote separate

Council reserves the right to accept the tender for the transportable homes without accepting the tender for the carport and cement slab.

- Carport 6m x 3m
- Cement slab under carport.

3.2 Basis of Payment

- 3.21** Contractor to submit a proposed payment schedule.
- 3.2.1** Payment will not be for any work not completed to a satisfactory standard.
- 3.2.2** 10% of the project cost will be retained until the warranty period has expired and there are no outstanding matters

3.3 Hours of Work

Hours of work shall be 7.00am to 6.00pm Monday to Saturday.

3.4 Standard of Work

All materials and work shall be provided, undertaken and completed in accordance with building code of standard and in accordance with the Central Highlands Regional Council Inspection and Test Plan which is included with this document.

3.5 Equipment Inspections

The tenderer shall make all plant and equipment available for inspection if considered necessary by Council officers prior to the contract being awarded.

3.6 Workplace Health and Safety Act

- 3.6.1** The Contractor shall accept the appointment as Principal Contractor in relation to the works for the purpose of the Workplace Health and Safety Act. The Contractor shall carry out all duties of a Principal Contractor under the Act, the regulations there under and any statutory modification or re-enhancement thereof.

Where the contractor is to be appointed Principal Contractor by Central Highlands Regional Council for the work, this must be formally done through an 'Instrument of Appointment as a Principal Contractor'.

If the construction work is a notifiable project (over \$80,000 including GST) Central Highlands Regional Council will indicate who is to submit the 'Notifiable Form' and pay the relevant fees.

- 3.6.2** The Contractor has an obligation under the *WH&S Act 1995* to provide a safe place and a safe system of work so as not to place at risk the contractor's own employees and well as other workers and the general public at the workplace. The contractor must comply with all relevant enactments, associated WH&S Regulation Standards, Codes of Practices and Central Highlands Regional Council WH&S policies and procedures which are in any way applicable to this contract, or the performance of the services under this contract

- 3.6.3** The Contractor shall give any notifications regarding works required by that Act or regulations and shall supply the CEO or representative evidence of such notification before commencing work requiring notification.
- 3.6.4** The Contractor shall pay all fees and bear all costs incurred in complying with the provisions of the Act and regulations.
- 3.6.5** The Contractor shall ensure that all equipment used during the operation of the contract is safeguarded at least in accordance with the manufacturers' specifications and that all operations are carried out in a manner such that the risk to employees and the community is minimised.
- 3.6.6** Prior to taking possession of the site the Contractor must complete a Construction Safety Plan (The Plan) together with relevant Work Method Statements for high-risk activities specific to the contract work and forward to Central Highlands Regional Council.
The Plan together with relevant Work Method Statement must address all the specific WH&S hazards, issues relevant to the contract work, and is to document the system and control methods to be implemented for the term of the contract.
- 3.6.7** Central Highlands Regional Council will review the Plan and formal approval to commence the contract will be provided subject to acceptance of the Plan.
- 3.6.8** The plan should state the hazards, associated risks, and the nominated control measures for the duties undertaken and should include but not necessarily be limited to the following: -
- Details of the works methods to be adopted so that the work may be performed safely and competently.
 - Details of safety induction training for new employees.
 - Details of operator training.
 - Certification of the maintenance status of plant and equipment to be used.
 - Details of the servicing and maintenance schedules for the plant and equipment to be used.
- 3.6.9** The contractor must ensure that all workplace staff are competent in the work being undertaken. The contractor will provide the employees and sub-contractors with information and supervision about hazardous work processes or material.
All employees are to have a general induction and the contractor is to produce records of their construction industry induction ticket.
Each person visiting a construction workplace are to receive a site-specific induction.

3.6.10 The contractor is required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame. In addition, the contractor must promptly notify Central Highlands Regional Council of any accident, injury, property or environmental damage, which occurs during the carrying out of the contract work.

All lost time incidents are to be immediately notified to Central Highlands Regional Council. The contractor must within 3 days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

3.6.11 If during the performance of work under the contract Central Highlands Regional Council informs the contractor that it is of the opinion that the contractor is:

- Not conducting the work in compliance with the WH&S Legislation or relevant policies and procedures; or
- Conducting the work in such a way as to endanger the H&S of the contractor's employees, Central Highlands Regional Council employees or the general public.

Central Highlands Regional Council may direct the contractor to promptly remedy the breach of WH&S or may direct the contractor to suspend work until such time as the contractor satisfies Central Highlands Regional Council that the work will be resumed in a safe manner (QA procedures and forms for non-compliance would apply).

If the contractor fails to rectify any breaches of H&S for which work has been suspended, or if the contractor's performance has involved recurring breaches of WH&S, Central Highlands Regional Council will notify Workplace Health and Safety Queensland and requests that an inspection visit the workplace or may terminate the work forthwith, depending on the severity of the issue.

3.7 Customer Service

3.7.1 Council is committed to providing a high standard of customer service and requires the Contractor to maintain the standard.

3.7.2 The Contractor and the Contractor's workers shall at all times conduct themselves towards the public in a civil and courteous manner and shall perform the works with as little noise or disturbance or inconvenience to the public as possible. They will take particular care in their use of vehicles and plant, the depositing of litter, and any other activity, which could reflect badly on Council.

3.7.3 The Contractor's employees shall, in the event of a member of the public making a complaint to persons or property, give the complainant the following information: -

- a) The Company name and phone number
- b) The name of the contact person at the company's office
- c) The procedure to be followed in lodging a claim against the company.

3.7.4 A diary shall be kept to record all claims and complaints received. The CEO or representative may request to inspect the diary and shall be given access to it within 24 hours of written notice.

3.7.5 Prompt settlement of all reasonable claims whether by the Contractor or by insurer is a Council priority.

3.7.6 The Contractor shall with each claim for payment submit to the CEO or representative a complete list showing the progressive total of all written and verbal claims received and settled.

3.7.7 The contractor shall allow other contractors and council employees to access the site and complete the necessary services needed to establish the site.

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

3.8 Insurance and Levies

3.8.1 The successful Contractor will be required to have Public Liability Cover of \$20,000,000.

3.8.2 The successful Contractor will be required to have all employees covered by Workers Compensation.

3.8.3 The contractor will have public liability insurance certificate of Currency; and damage arising under circumstances creating also, independently of the Act, a legal liability in the employer to pay damages in respect of the injury.

3.8.4 Copies of insurance policies including the amount of excess applicable to the policies are to be submitted with the tender.

3.9 Details to be submitted by Tenderer

Tenderers shall submit with their tender, details of their experience in carrying out similar work.

3.10 Documents to be lodged by Tenderer

The following documents are to be completed and lodged by the Tenderer: -

- Form of Tender
- Details of Experience
- Liability insurance

4. What is provided

Site Layout with Contours
Vegetation Layout
Master plan Layout
Existing site contours
Plan of Lot 1/SP202489
Soil Test

TENDER FORM

Name of person,
Firm or company
Tendering
USE BLOCK
LETTERS

.....
Of
Hereby tender(s) to perform the work for:

Description
of works
Queensland

To supply and Install 5 transportable homes to Sapphire Central

List of Documents

Site Layout with Contours, Vegetation Layout, Master Plan Layout
Existing Site Contours, Plan of Lot 1/SP202489, Soil Test.

No general
Description

.....
.....

When the tender documents
Provide that the tender is
to a lump sum only, (2)
does not apply.

1. For the lump sum of
(\$); and

When the tender documents
provide that the tender is
To be a Schedule of Rates
Only, (1) does not apply.

2. At the rates in the attached Schedule of rates....

If the tender is a firm the
Full names of the individual
Members of the firm must
Be stated here.

.....

Insert date

Dated thisday of20.....

.....

Signature of Tenderer

SCHEDULE OF PRICES

ITEM	DESCRIPTION	AMOUNT(\$)
1	TRANSPORTABLE HOMES	
2	TOTAL TRANSPORT COSTS	
3	5 UNITS STUMPED AND LEVELLED	
4	SPLIT SYSTEM AIR CONDITIONER(S)	
SUB TOTAL		\$
GST		\$
TOTAL TENDERED AMOUNT		\$

ITEM	DESCRIPTION	AMOUNT(\$)
1	CARPORT 6M X 3M	
2	CEMENT FLOOR TO CARPORT	
SUB TOTAL		\$
GST		\$
TOTAL TENDERED AMOUNT		\$

SIGNATURE OF TENDERER:

FULL POSTAL ADDRESS:

DATE:

SIGNATURE OF WITNESS:

DATE:

**AUSTRALIAN STANDARD
FORM OF FORMAL INSTRUMENT OF AGREEMENT**

AGREEMENT madeday of20

BETWEEN

.....(the Principal)

AND

.....(the Contractor)

IT IS AGREED that the annexed documents marked as follows:

TITLE:

Tender dated

Letter of acceptance dated

AS 4905-2002 Minor Works Contract and Conditions (Superintendent Administered) and Annexures

(Agreement signed and all pages initialled by parties)

Specification: As per documentation (and Annexure Part 'B') Attached

DWG Nos:

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 ContractorDated

Signed by the PrincipalDated



WORKPLACE HEALTH AND SAFETY POLICY STATEMENT

Central Highlands Regional Council is committed to providing a safe and healthy working environment for its employees and for contractors and visitors to the workplace. Adopting and promoting the provisions of the *Workplace Health and Safety Act 1995* and its associated Regulation, Codes and Standards, together with significant importance placed in the areas of hazard / risk management and injury prevention strategies, will achieve the WH&S Objectives.

The primary WH&S objective is to eliminate or reduce risk by developing proactive strategies and adopting a risk management approach to WH&S in order to provide an injury/illness free workplace. It is understood that creating and maintaining a safe and healthy working environment is a major part of everyone's overall responsibilities, and that all employees with management or supervisory responsibilities are accountable for the health and safety of employees and visitors in their respective work areas. Everyone has a duty of care to act in a safe manner.

In conjunction with this policy, individual Safe Work Procedures, guidelines and standards will be prepared in consultation with relevant employees and issued.

It is expected that all employees, contractors, Councillors and visitors to all Council workplaces are to follow safe work practices as prescribed under the legislation and in Council's Policies and Safe Work Procedures, and that they make every effort to reduce the risk of injury to themselves and others.

Council will provide adequate resources to manage and maintain health and safety together with regular training on workplace health and safety, which all employees are expected to attend.

Workplace Health and Safety is important and everyone has an obligation to ensure that Council has a safe and healthy working environment and everyone is encouraged to actively participate so that this goal is achieved.

A handwritten signature in black ink, appearing to read 'Bryan Ottone', is written in a cursive style.

BRYAN OTTONE
CHIEF EXECUTIVE OFFICER

Date: 09/04/2009
Date for Revision: 07/04/2010
Version 02/2009