

Conditions of Tendering – C7821.TIC

Transport Infrastructure Contract

March 2025



**Queensland
Government**

Copyright

© The State of Queensland (Department of Transport and Main Roads) 2025.

Licence



This work is licensed by the State of Queensland (Department of Transport and Main Roads) under a Creative Commons Attribution (CC BY) 4.0 International licence.

CC BY licence summary statement

In essence, you are free to copy, communicate and adapt this work, as long as you attribute the work to the State of Queensland (Department of Transport and Main Roads). To view a copy of this licence, visit: <https://creativecommons.org/licenses/by/4.0/>

Translating and interpreting assistance



The Queensland Government is committed to providing accessible services to Queenslanders from all cultural and linguistic backgrounds. If you have difficulty understanding this publication and need a translator, please call the Translating and Interpreting Service (TIS National) on 13 14 50 and ask them to telephone the Queensland Department of Transport and Main Roads on 13 74 68.

Disclaimer

While every care has been taken in preparing this publication, the State of Queensland accepts no responsibility for decisions or actions taken as a result of any data, information, statement or advice, expressed or implied, contained within. To the best of our knowledge, the content was correct at the time of publishing.

Feedback

Please send your feedback regarding this document to: tmr.techdocs@tmr.qld.gov.au

Contents

- 1 Nature of Contract 1**
- 2 Defined terms and interpretation 1**
 - 2.1 Defined terms 1
 - 2.2 Interpretation 5
- 3 Background, Prequalification and registration 5**
 - 3.1 General information 5
 - 3.2 Where Prequalification Requirements or project-specific registration requirements apply 6
 - 3.3 Access to Tender Documents 6
 - 3.4 Appointment of Contractor 6
- 4 Contents of Tender 6**
 - 4.1 General 6
 - 4.2 Additional requirements 7
 - 4.3 Tender Schedules 8
- 5 Tenderer to fully inform itself 8**
 - 5.1 General 8
 - 5.2 Matters affecting the Tender Price 9
- 6 Notice to Tenderers 9**
- 7 Enquiries and Pre-Tender Conferences 9**
 - 7.1 Queries before Tender submitted 9
 - 7.2 Pre-lodgement conference 10
 - 7.3 Statement of interpretation 10
- 8 Lodgement of Tenders 10**
 - 8.1 Conditions applying to Tender lodgement 10
 - 8.2 Electronic Tender submission 10
 - 8.3 Hard copy Tender submission 11
- 9 Tender Validity Period 11**
- 10 Alternative Tenders 12**
- 11 Guided Tender Alternative Proposal 13**
 - 11.1 Guided Tender Alternative Proposal submissions 13
 - 11.2 Guided Tender Alternative process 13
- 12 Opening of Tenders 14**
 - 12.1 Conditions applying to Tender opening 14
 - 12.2 Opening of electronic Tenders 14
 - 12.3 Opening of hard copy Tenders 14
 - 12.4 Rankings and Tender Prices 15
- 13 Adjustment of a Tender 15**
 - 13.1 General 15

13.2	Schedule of Rates Contract	15
13.3	Lump Sum Contract.....	16
13.4	Part Schedule of Rates and part Lump Sum Contract	16
13.5	Redistribution of amounts for Site establishment and disestablishment and/or camp	17
14	Unusually Low Bid.....	17
15	Post-Tender correspondence and negotiations.....	17
16	Principal’s discretion.....	18
17	Consideration and acceptance of Tenders.....	19
17.1	Consideration and assessment of Tenders	19
17.2	Combined price / non price selection criteria and weighting factors	19
17.3	Mandatory criteria.....	19
17.4	Acceptance of a Tender.....	20
17.5	Formal Instrument of Agreement.....	20
17.6	Schedule of Deviations	20
18	Costs of Tender	20
19	Feedback to unsuccessful Tenderers	20
20	Information provided by Tenderers	21
21	Collusive arrangements	21
22	Information.....	21
22.1	Site Information	21
22.2	Insurance information	22
22.3	Registered Suppliers	22
23	Public Utility Plant.....	22
24	Privacy and confidential information.....	23
24.1	Use and disclosure of Personal Information by the department	23
24.2	Tenderer’s acknowledgement	23
24.3	Confidentiality.....	23
24.4	Information to be published.....	24
24.5	Identity of prospective Tenderers	24
25	Intellectual property	24
26	Work health and safety accreditation	25
26.1	General	25
26.2	Compliance with Scheme	25
26.3	Additional requirements for joint ventures.....	25
27	Not used.....	26
27A	Employment and training opportunities.....	26
28	Queensland Code	26
28.1	General	26
28.2	Conditions for participation.....	27

28.3	Primary obligations	27
28.4	Cost, efficiency, productivity and Workplace safety	27
28.5	Disclosure of information	28
28.6	Subcontractors and consultants.....	28
28A	The Supplier Code of Conduct.....	28
29	The Ethical Supplier Threshold and Ethical Supplier Mandate	28
30	Mandatory Tender Schedules required for all Tenders	29
30.1	Requirements	29
30.2	Tender Schedule M1 – Schedule of Rates	30
30.3	Tender Schedule M2 – Schedule of Prices.....	31
30.3.1	<i>General</i>	31
30.3.2	<i>For Lump Sum Contracts</i>	31
30.3.3	<i>For part Schedule of Rates part Lump Sum Contracts</i>	31
30.3.4	<i>Schedule of Rates for variations</i>	32
30.4	Tender Schedule M3 – Planned Cash Flow Schedule.....	32
30.5	Tender Schedule M4 – Tender Program	32
30.6	Tender Schedule M5 – form of Security	33
30.7	Tender Schedule M6 – Receipt of Notices to Tenderers.....	33
30.8	Tender Schedule M7 – Daywork Schedule.....	33
30.9	Tender Schedule M8 – Prequalification Requirements	33
30.10	Tender Schedule M9 – Designer of Reinforced Soil Structure	33
30.11	Tender Schedule M10 – Overheads and Margin	33
30.12	Tender Schedule S6 – Queensland Code Compliance Schedule	34
30.13	Tender Schedule S9 – Queensland Procurement Policy	34
30.14	Tender Schedule S10 – The Ethical Supplier Threshold.....	34
30.15	Tender Schedule S12 – Waste to Resource Plan.....	34
31	Additional Tender Schedules at Principal’s request.....	34
31.1	General	34
31.2	Tender Schedule P1 – Current Work Commitments.....	35
31.3	Tender Schedule P2 – Current Security Exposure	35
31.4	Tender Schedule P3 – Current Cash Flow	35
31.5	Tender Schedule P4 – Schedule of Subcontractors and Suppliers	35
31.6	Tender Schedule P5 – Schedule of Key Personnel	35
31.7	Tender Schedule P6 – Critical Plant and Equipment Schedule.....	36
31.8	Tender Schedule P7 – Site Establishment and Camp Statement.....	36
31.9	Tender Schedule P8 – Design of Reinforced Soil Structure.....	36
32	Project Specific Tender Schedules.....	37
32.1	Tender Schedule S1 – Quality Plan Outline	37
32.2	Tender Schedule S2 – Environmental Management Plan Outline.....	37
32.3	Tender Schedule S3 – Traffic Management Plan Outline	37

32.4 Tender Schedule S4 – Queensland Charter for Local Content Compliance Outline	38
32.5 Not used.....	38
32.6 Tender Schedule S7 – Severe Weather Management Plan Outline	38
32.7 Tender Schedule S8 – Indigenous Economic Opportunities (IEO) Plan Outline	38
32.8 Tender Schedule S11 – Indigenous Participation Target Outline	38
32.9 Extra Criteria Tender Schedules – for Tenders with Non Price Criteria	39
33 Tender Schedules for alternatives designed by the Tenderer.....	39
33.1 General	39
33.2 Tender Schedule D1 – Schedule of Prices (Alternative Design)	39
33.3 Tender Schedule D2 – Alternative Design.....	39
33.4 Tender Schedule D3 – Designer of Alternative Design	39
33.5 Design and construction standards	40
34 Tender Schedules for Reinforced Soil Structures	40
34.1 General	40
34.2 Tender Schedule P8 – Design of Reinforced Soil Structures	40
34.3 Tender Schedule M9 – Designer of Reinforced Soil Structures	41
34.4 Boundary of Reinforced Soil Structure	41
99 Additional clauses	41

1 Nature of Contract

The proposed Contract is either a Schedule of Rates, lump sum, or part Schedule of Rates and part lump sum, as stated in Item 8A of Annexure A to the General Conditions of Contract (and as described in Annexure B to the General Conditions of Contract) for the performance of work in accordance with the Tender Documents.

2 Defined terms and interpretation

2.1 Defined terms

Except where the context otherwise requires, in these Conditions of Tendering and in the Tender Documents, all words and expressions shall have the meanings given to them in the General Conditions of Contract and the following words and expressions shall have the meanings given to them below.

Term	Definition
Alternative Tender	has the meaning given in Clause 10 of these Conditions of Tendering.
Authorisation	means that the person signing the Tender Documents is certifying that they are duly authorised to submit, on behalf of the Tenderer, the Tender and information requested, and that the information as submitted is correct.
Complying Tender	a Tender received from an Eligible Tenderer which satisfies all requirements of the Conditions of Tendering.
Conforming Tender	a Tender received from an Eligible Tenderer which conforms in all respects to the requirements of the Tender Documents.
Contract	the proposed Contract in respect of the Works the subject of the Tender Documents.
Date of Lodgement of Tender	means, for a Tender, the date on which the Tender is lodged by the Tenderer with the Principal.
Department	the Queensland Government Department of Transport and Main Roads.
Electronic Tendering System	means the electronic tendering system (if any) specified in Item 1A of the Annexure to these Conditions of Tendering.
Eligible Tenderer	means a person who: <ul style="list-style-type: none"> a) if Clause 3 of these Conditions of Tendering (where Prequalification Requirements apply) applies, is a Prequalified Tenderer b) if Clause 26 of these Conditions of Tendering (WHS Accreditation) applies, complies with that Clause c) if Clause 28 of these Conditions of Tendering (Queensland Code) applies, complies with that Clause.
Experience Level	has the meaning given in the TIPDS and the National Prequalification System.
FSC or OFSC	the Australian Government Department of Employment Office of the Federal Safety Commissioner.

Term	Definition
Guided Tender Alternative Proposal or GTA Proposal	has the meaning given in Clause 11.
Item	means an Item in the Annexure to these Conditions of Tendering.
Location for Lodgement	means if method of lodgement of Tender is specified in Item 4A of the Annexure to these Conditions of Tendering as hard copy submission, the location for lodgement of Tenders specified in Item 4A.
Median Tender Price	means the middle value of the Tender Prices (taking into account any necessary adjustments made pursuant to Clause 13 of these Conditions of Tendering) of all Conforming Tenders when the Conforming Tenders are listed in ascending order of Tender Price. If the number of Conforming Tenders is even, then the median is the mean of the two middle values.
Planned Cash Flow Schedule	has the meaning given in Clause 29.4 of these Conditions of Tendering.
Prequalification Guidelines	means the Prequalification System Guidelines, <i>National Prequalification System for Civil (Road and Bridge) Construction Contracts</i> published by the department (available at https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/TIPDS/Volume-3) and read in conjunction with TIPDS.
Prequalification Requirements	means the minimum prequalification category or financial level under the Prequalification Guidelines required for the Tender Documents, if any, specified by the Principal in the following Tender Documents: a) Information for Tenderers – Item 9, and b) Tender Forms and Tender Schedules – Tender Schedule M8.
Prequalified	means a person who meets the Prequalification Requirements.
Prequalified Tenderer	means a person who: a) at the time of requesting Tender Documents is Prequalified b) is deemed to be eligible by the Principal or a duly delegated representative of the Principal, and c) if the Tenderer is a joint venture: i. each party to the joint venture is Prequalified in its own right ii. at least one party meets the prescribed bridge Prequalification Level in its own right iii. at least one party meets the prescribed road Prequalification Level in its own right iv. at least one party meets the prescribed financial Prequalification Level in its own right

Term	Definition
	<ul style="list-style-type: none"> v. at least one party meets the prescribed asphalt Prequalification Level in its own right vi. the proposed joint venture has submitted an application for Prequalification at least 14 days prior to the Time for Lodgement, and vii. joint venture status shall be maintained while the Works are being carried out for the duration of the Contract.
Schedule Summary	means the Tender Schedule M Schedule Summary.
Tender	means the documents included in the Tender Documents, and any attachments required by these Conditions of Tendering, duly completed and executed by, or on behalf of, the Tenderer and lodged with the Principal in accordance with these Conditions of Tendering.
Tender Documents	<p>means the documents issued to the Tenderer and includes the following documents:</p> <ul style="list-style-type: none"> a) Information for Tenderers (C7820.TIC) b) Conditions of Tendering (C7821.TIC) and the Annexure to the Conditions of Tendering (C7822.TIC.CO) c) Tender Form (C7801.IC) d) Tender Schedules (C7810 suite) including any Extra Criteria (EC) Schedules (non price criteria), if required e) General Conditions of Contract (C7830.TIC), including: <ul style="list-style-type: none"> i. Annexure A (Contract Details) ii. Annexure B (Commercial Framework) iii. Annexure C (Certification Functions of the Administrator), and f) any Special Conditions to Design and Construct Contract (Annexure D to the General Conditions of Contract), if applicable g) any additional Contract requirements (Clause Bank C7836.TIC) if applicable h) the standard documents specifically incorporated by reference in the Standard Documents List (C7825.IC) i) the Annexures to the Technical Specifications j) the Principal Supplied Material List (C7827.IC) as applicable k) any Project Specific Specifications if applicable l) the Unconditional Bank Guarantee for Security forms (C7840.TIC, C7841.IC, C7842.TIC and C7855.TIC) and the Unconditional Insurance Bond for Security forms (C7843.TIC, C7844.IC, C7845.TIC and C7856.TIC) m) the Statutory Declarations – Engagement of Subcontractors form (C7847.TIC), Contractor's payment Claim Forms (C7850.TIC and C7851.TIC) and Tender by joint venture (C7035.TIC)

Term	Definition
	<p>n) the Deed of Guarantee, Undertaking and Substitution form (C7848.TIC)</p> <p>o) the Deed of Novation form (C7849.TIC.CO)</p> <p>p) the Indigenous Economic Opportunities Plan Outline if specified as a requirement in the Clause Bank C7836.TIC and in Item 13J of the Annexure to these Conditions of Tendering</p> <p>q) the Designer's Deed of Covenant (C7854.TIC)</p> <p>r) the Drawings</p> <p>s) any Construction Tables, Materials Lists and/or Reinforcement Schedules</p> <p>t) any Site Information</p> <p>u) any Notices to Tenderers</p> <p>v) any Reliance Information, and</p> <p>w) any other documents incorporated by reference.</p>
Tender Form	means the Tender Form provided by the Principal in the Tender Documents to be completed and executed by the Tenderer and returned to the Principal as part of the Tender.
Tender Price	means the amount tendered by the Tenderer in its Conforming Tender for the whole of the work specified in the Tender Documents as inserted by the Tenderer on the Tender Form.
Tender Program	has the meaning given in Clause 29.5 of these Conditions of Tendering.
Tender Schedules	means the Tender Schedules provided by the Principal in the Tender Documents to be completed by the Tenderer and returned to the Principal as part of the Tender.
Tender Validity Period	means the period starting on the day after the Time for Lodgement and ending after the time specified in Item 5A of the Annexure to these Conditions of Tendering.
Tenderer	means the person or persons who is given access to the Tender Documents by the Principal for the purposes of lodging a Tender.
Time for Lodgement	means the time for lodgement of Tenders specified in Item 4B of the Annexure to these Conditions of Tendering.

Term	Definition
TIPDS	means the department's <i>Transport Infrastructure Project Delivery System</i> manual. Volume 3 of this manual outlines the National Prequalification System and the department's requirements.
Unusually Low Bid	is a Tender with a Tender Price (taking into account any necessary adjustments made pursuant to Clause 13 of these Conditions of Tendering), with an amount that is below the Median Tender Price by more than the percentage specified in Item 7B of the Annexure to these Conditions of Tendering.

2.2 Interpretation

- a) Reference to:
 - i. One gender includes the others.
 - ii. The singular includes the plural and the plural includes the singular.
 - iii. A 'person' includes a body corporate.
 - iv. A 'party' includes the party's executors, Administrators, successors and permitted assigns.
 - v. A 'legislative requirement' includes:
 - i. that legislative requirement as amended or re-enacted from time to time, and
 - ii. a legislative requirement enacted in replacement of that legislative requirement.
 - vi. Money is to Australian dollars unless otherwise stated.
 - vii. A party, where the party is more than one person, means all of them together and each of them separately.
- b) Measurements of physical quantities must be in legal units of measurement of Australia within the meaning of the *National Measurement Act 1960* (Cth).
- c) Communications between the Principal and the Tenderer shall be in the English language.
- d) 'Including' and similar expressions are not words of limitation.
- e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- f) Interpretation shall not be affected by the fact that one party drafted the Tender Documents.
- g) Headings and sub-headings do not affect the meaning of the Tender Documents.
- h) If anything to be performed under this request for Tender falls on a day which is not a Business Day, then it shall be performed on the next Business Day.

3 Background, Prequalification and registration

3.1 General information

- a) The Principal is undertaking this Tender process to identify suitably qualified and experienced organisations to perform the work under the Contract.

- b) The Tender Documents comprise an invitation to the Tenderer to submit a Tender for the provision of the work under the Contract that demonstrates it has the necessary experience, capacity, understanding and capability to provide the work under the Contract at a competitive price.

3.2 Where Prequalification Requirements or project-specific registration requirements apply

If Prequalification Requirements or project-specific registration requirements are specified in Item 1B of the Annexure to these Conditions of Tendering, the Principal will only consider Tenders received from Prequalified Tenderers or pre-registered organisations as applicable. In addition, the Tender advertisement posted in the Queensland Government tendering website will contain the minimum Prequalification Level(s) or registration required for the Contract. Tenderers shall have the required Prequalification Level(s) at the close of the tender period.

3.3 Access to Tender Documents

If there is an Electronic Tendering System specified in Item 1A of the Annexure to these Conditions of Tendering, then:

- a) the Tenderer shall access the Tender Documents by registering on the Electronic Tendering System, and
- b) the Tenderer shall contact the Principal for any queries or issues related to accessing the Electronic Tendering System.

If there is no Electronic Tendering System, then:

- a) interested persons or organisations may request a copy of the Tender Documents from the Principal's contact person specified in the Tender advertisement, and
- b) the Principal shall issue Tender Documents only to organisations that satisfy any applicable Prequalification Requirements or registration requirements.

In all cases, the Principal will supply an electronic version of the Tender Documents in Microsoft Word / Excel or Acrobat format as applicable.

3.4 Appointment of Contractor

- a) A Tender constitutes an Offer, which is capable of acceptance by the Principal during the Tender Validity Period, to perform the work under the Contract in accordance with the Contract.
- b) The Tenderer that is ultimately successful in being appointed to perform the Works will, subject to the rights of the Principal provided in these Conditions of Tendering and at law, be required to enter into the Contract with the Principal for the provision of the work under the Contract and will be required to carry out and complete the work under the Contract in accordance with the Contract.

4 Contents of Tender

4.1 General

- a) A Tender shall:
 - i. be for the whole of the work described in the Tender Documents

- ii. be submitted on the Tender Form provided by the Principal, which Form shall be duly completed and executed by the Tenderer
 - iii. include the number of copies and be in the format specified in Item 2A of the Annexure to these Conditions of Tendering
 - iv. be accompanied by the Tender Schedules required by the Conditions of Tendering duly completed by the Tenderer
 - v. be free of alterations or erasures, and all information (including unit rates or amounts) provided shall be clearly stated and capable of being legibly photocopied
 - vi. be signed by a person or persons having full Authority to enter into the proposed Contract on behalf of the Tenderer, and:
 - i. the name and the position of the person signing shall be printed clearly in the locations indicated adjacent to the signature
 - ii. if requested by the Principal, evidence of the Authority of the person or persons signing on behalf of the Tenderer shall be furnished
 - iii. the signature shall be witnessed and the witness shall insert his / her name and sign the Tender Form in the locations provided, and
 - iv. be in English and all prices and rates shall be in Australian dollars and, unless otherwise specified, all measurements shall be in Australian legal units of measurement.
- b) The Tenderer shall not alter or add to the Tender Documents, except as required by the Conditions of Tendering.
- c) All Tender Documents shall be deemed to form part of the Tender.

4.2 Additional requirements

If the Tenderer:

- i. is an individual, a local government or a departmental business unit, the Tender shall include the full name and the address of the Tenderer
- ii. is a corporation, the Tender shall include the corporation's:
 - i. full name
 - ii. registered office address, and
 - iii. ACN / ABN
- iii. is a corporation or firm with a registered office located outside of Australia, the Tender shall include the foreign corporation's:
 - i. full name
 - ii. registered office address
 - iii. ARBN, and
 - iv. representative in Australia (if any) and the representative's address
- v. is a firm, the Tender shall include the full name and address of each member of the firm

- v. trades under a business name which differs from the Tenderer's name, the Tender shall include the business name
- vi. is a joint venture, then:
 - i. the Tender Form shall contain:
 - i. a full description of each joint venture (including names and addresses of each of the parties), and
 - ii. signatures of a duly authorised representative of each joint venture (including on the declaration on that form), and
 - ii. the Tender shall include:
 - i. where Clause 26 of these Conditions of Tendering applies (Work Health and Safety (WHS) Accreditation), evidence of the application made by the joint venture to the Office of the Federal Safety Commissioner (OFSC), and
 - ii. the form Tenderer's Statutory Declaration Form (C7035.TIC).

4.3 Tender Schedules

The Tender Schedules shall strictly comply with the specific requirements set out in the Conditions of Tendering.

5 Tenderer to fully inform itself

5.1 General

- a) The Tenderer shall (without limitation):
 - i. examine and carefully check and acquire actual knowledge of the contents of all Tender Documents.
 - ii. inform itself completely as to:
 - i. the risks, contingencies and other circumstances which might affect the execution of the work under the Contract or the cost of executing the work under the Contract
 - ii. the nature of the work and of the plant, equipment, materials and other items necessary for the execution of the work under the Contract and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for making deliveries to and from the Site
 - iii. the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions)
 - iv. all applicable legislative requirements, taxes and insurance premiums (including compulsory insurance premiums)
 - v. all Authority requirements relating to the Contract and the work under the Contract, and
 - vi. all measures necessary to protect the environment from any adverse effect or damage arising from the execution of the work under the Contract or the operation of the Works

- iii. satisfy itself as to the correctness and sufficiency of its offered Tender Price and that the price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of its obligations under the Contract, and
 - iv. obtain all appropriate professional and technical advice with respect to the matters referred to in Clauses 5.1(a)(i) to 5.1(a)(iii) of these Conditions of Tendering.
- b) By lodging a Tender, the Tenderer warrants that it has complied with Clause 5.1(a) of these Conditions of Tendering and any failure by the Tenderer to fully comply with that Clause will not relieve the Tenderer of its obligation to perform and complete the work under the Contract in accordance with the Contract, should the Contract be awarded to it.

5.2 Matters affecting the Tender Price

- a) The Tender Price is to include, and shall be deemed to include all costs:
- i. of complying with the Tender Documents, and
 - ii. associated with carrying out all matters and doing all things necessary for the due and proper performance and completion of the work under the Contract.
- b) Without limiting Clause 5.2(a) of these Conditions of Tendering, the Tender Price shall include, and is deemed to include:
- i. licence fees, royalty payments and all charges and taxes, and
 - ii. customs duty and any charges applicable to imported items, materials, plant or equipment required for the work under the Contract.

6 Notice to Tenderers

- a) The Principal may issue a Notice to Tenderers to clarify, revise, amend or modify any aspect of the Tender Documents before the Time for Lodgement.
- b) Except where a Notice to Tenderers relates to a matter relevant to only one Tenderer pursuant to Clauses 14 or 15 of these Conditions of Tendering, the Principal shall issue a Notice to Tenderers to all Tenderers concurrently.
- c) The Tenderer is to acknowledge receipt of a Notice to Tenderers within two Business Days of receipt.
- d) The Tenderer may not rely on any explanation or interpretation of the Tender Documents provided by the Principal other than provided in a Notice to Tenderers.
- e) The Tenderer shall record each Notice to Tenderers received in Tender Schedule M6 in accordance with Clause 29.7 of these Conditions of Tendering.

7 Enquiries and Pre-Tender Conferences

7.1 Queries before Tender submitted

- a) At any time before the Time for Lodgement, the Tenderer may, by writing to the person named and in the matter specified in Item 3A of the Annexure to these Conditions of Tendering, request further information from the Principal:
- i. concerning the meaning or intention of any aspect of the Tender Documents, or

- ii. to ensure that it has a clear and correct understanding of the nature and extent of the work to be carried out under the Contract.
- b) The Principal may respond to any queries received under this Clause 7.1 only with a Notice to Tenderers, except for matters discussed during any meeting held commercial-in-confidence with any particular Tenderer in accordance with the Guided Tender Alternative Process described in Clause 11 of these Conditions of Tendering.

7.2 Pre-lodgement conference

- a) This Clause 7.2 applies if a pre-lodgement conference is specified in Item 3B of the Annexure to these Conditions of Tendering to occur before the Time for Lodgement and shall also specify if it is compulsory to attend in order to be eligible to lodge a Conforming Tender.
- b) At the pre-lodgement conference, the Tenderer may request any further information from the Principal as it may request under Clause 7.1 of these Conditions of Tendering.
- c) The Principal may respond to any queries received under this Clause 7.2 only with a Notice to Tenderers.

7.3 Statement of interpretation

- a) If, when submitting its Tender, the Tenderer has any doubt as to the meaning of any aspect of the Tender Documents, the Tenderer must include a statement of the interpretation upon which it relies and upon which its Tender has been prepared.

8 Lodgement of Tenders

8.1 Conditions applying to Tender lodgement

- a) The Tender shall be lodged either electronically or at the Location for Lodgement, as specified in Item 4A of the Annexure to these Conditions of Tendering, by the Time for Lodgement as specified in Item 4B of the Annexure to these Conditions of Tendering.
- b) By lodging a Tender, the Tenderer is deemed to have accepted these Conditions of Tendering.
- c) The Tenderer may withdraw and re-submit its Tender any time up to the Time for Lodgement.
- d) The Tenderer may not alter its Tender after the Date of Lodgement of Tender.

8.2 Electronic Tender submission

- a) This Clause 8.2 applies if there is an Electronic Tendering System, as specified in Item 1A of the Annexure to these Conditions of Tendering, and Item 4A of the Annexure to these Conditions of Tendering specifies an electronic Tender lodgement method.
- b) The Tender shall be deemed to have been submitted using the Electronic Tendering System at the date and time stated on the electronic receipt issued to the Tenderer.
- c) The Tender, or part thereof, that has not been delivered to the designated Electronic Tendering System before the Time for Lodgement may be rejected at the sole discretion of the Principal.

- d) If:
- i. the Tenderer is unable to submit the Tender using the Electronic Tendering System due to a technical failure of either the Electronic Tendering System or the Tenderer's information and communications technology system, or
 - ii. the Electronic Tendering System fails to issue an electronic receipt to the Tenderer acknowledging receipt of the Tender,
- then the Principal may, on request by the Tenderer, allow the Tenderer to submit the Tender either:
- iii. in hard copy format in accordance with the requirements of Clause 8.3 of these Conditions of Tender and delivered to a Tender box location to be advised by the Principal, or
 - iv. by email to the email address advised by the Principal.

8.3 Hard copy Tender submission

- a) This Clause 8.3 applies if Item 4A of the Annexure to these Conditions of Tendering specifies a hard copy Tender lodgement method.
- b) The Tender shall:
 - i) be completely enclosed, sealed and securely packaged and endorsed on the outside: 'TENDER FOR (Contract Number)', and
 - ii) be addressed to the Principal at the address stated on the Tender Form.
- c) The Principal will not consider a Tender received at the Location for Lodgement after the Time for Lodgement unless the Principal is satisfied that:
 - i. the Tender was mailed (or despatched by other recognised carrier providing a direct delivery service to the Location for Lodgement) at a time which, under normal delivery circumstances, would have ensured its receipt at the Location for Lodgement by the Time for Lodgement, and
 - ii. that delivery was delayed by circumstances beyond the control of the Tenderer and the carrier concerned.

9 Tender Validity Period

- a) In consideration of the Principal receiving and considering the Tender, the Tenderer agrees that:
 - i. its Tender shall remain valid and open for acceptance by the Principal during the Tender Validity Period, and
 - ii. the Tenderer may withdraw its Tender after the expiration of, but not during, the Tender Validity Period.
- b) Any discussions or correspondence occurring between the Tenderer and the Principal during the Tender Validity Period will not cause the Tender to lapse before the end of the Tender Validity Period.

10 Alternative Tenders

- a) If the Tenderer has lodged a Conforming Tender, then it may also lodge one or more Alternative Tenders (each an Alternative Tender) in accordance with these Conditions of Tendering.
- b) Any Alternative Tender provided by the Tenderer shall:
 - i. be for the whole of the work described in the Tender Documents
 - ii. provide a lump sum price for the work under the Contract
 - iii. include the additional Tender Schedules in accordance with Clause 32 of these Conditions of Tendering if applicable
 - iv. list the departures from, and/or amendments to, the contents of the Tenderer's Conforming Tender. For each departure / amendment, the Tender shall:
 - i. provide full details of the changes to the Conforming Tender
 - ii. state the lump sum total (including GST) for the alternative proposal, including a list of all the items in the Schedule of Rates which are to be replaced by the lump sum, and state the resulting alteration to the Tender Price
 - iii. provide a Schedule of Prices, including quantities and rates, for the lump sum, and
 - iv. state any consequent changes to the Conforming Tender (for example, to the Tender Schedules) and include new information where necessary.
- c) If an Alternative Tender:
 - i. includes a re-design of any part of the Works, the Tenderer acknowledges and agrees that prior to the Date of Acceptance of Tender, the Principal may include, design and construct provisions in the Contract
 - ii. is based on an amended design or alternative product or material, the Tenderer shall provide documentary evidence that the proposed alternative meets the structural, hydraulic and/or serviceability requirements of the work described in the Tender Documents, together with full design calculations in the case of structural components, and/or the manufacturer's certification that the product is fit for its stated purpose, and
 - iii. provides for a method of construction such that the supply of all or some of the Principal Supplied Materials will not be required, the Principal will not supply these unnecessary Materials and the Contractor shall not receive a credit for the value of these Materials.
- d) The Tenderer may discuss any alternative proposal with the Principal prior to Tender close.
- e) Intellectual property rights associated with the proposed alternative remain with the Tenderer.

- f) No separate or additional payment will be made for preparing an Alternative Tender or for work undertaken in any post-Tender clarifications, discussions or negotiations, and the Tenderer shall allow for the cost of the proposal development and any post-Tender clarifications, discussions or negotiations in its tendered price.

11 Guided Tender Alternative Proposal

11.1 Guided Tender Alternative Proposal submissions

- a) Clause 11 applies if so stated in Item 6A of the Annexure to these Conditions of Tendering.
- b) A Guided Tender Alternative (GTA) Proposal is an Alternative Tender developed by the Tenderer following the procedure outlined in Clause 11.2.
- c) The GTA process objectives are to:
 - i. encourage innovation in developing Alternative Tenders to introduce more cost effective ways to meet the project objectives and maximise value for money for the Principal,
 - ii. facilitate the provision by the Principal of further information regarding the Principal's requirements during the Tender process.
- d) The Queensland Government is committed to encouraging and adopting innovation that provides value for money while retaining similar or better, specified outcomes regarding safety, performance and durability.
- e) The department's publication, *Engineering Innovation within the Department of Transport and Main Roads*, is available at: <http://www.tmr.qld.gov.au/business-industry/Business-with-us/Engineering-innovation.aspx>.

11.2 Guided Tender Alternative process

- a) The GTA process is intended for all Tenderers to individually develop Alternative Tenders through structured dialogue with the Principal, prior to submitting their Tenders.
- b) Notwithstanding Clause 10, Tenderers shall attend a Guided Tender Alternative meeting on the date and location specified in Item 6B of the Annexure to these Conditions of Tendering.
- c) In the GTA meeting, the Principal shall brief all Tenderers about the negotiable and non-negotiable Items listed in Tender Form C7810.GT1.TIC.CO.
- d) Following this meeting, the Tenderer may request a separate, additional individual meeting with the Principal to have a commercial-in-confidence discussion on its proposed alternative. Requests for additional meetings shall be made no later than the date specified in Item 6C of the Annexure to these Conditions of Tendering. Such requests shall be made via the Tenderer's submission of Tender Form C7810.GT2.TIC.CO.
- e) The Principal, at its absolute sole discretion, may agree to further additional individual meetings with any or all Tenderers.
- f) In the individual meeting, the Tenderer shall provide details on, but not limited to:
 - i. how the GTA Proposal meets the project objectives and maximise value for money
 - ii. risks associated with the GTA Proposal and Tenderer's proposed mitigation measures
 - iii. desired extent of the Principal's involvement in development of the GTA Proposal

- iv. impacts on community and environment of the GTA Proposal
 - v. construction methodologies associated with the GTA Proposal
 - vi. documentary evidence that the GTA Proposal meets the technical and serviceability requirements of the work described in the Tender Documents
 - vii. if the whole or part of the GTA Proposal is an innovation — ‘innovation’ means an innovative solution to the work under the Contract which involves significant change where components, materials or processes are not generally anticipated in the Tender Documents.
- g) Within two Business Days of the individual meeting, the Principal shall advise the Tenderer as to whether its GTA Proposal, in its entirety or any part thereof, is suitable for further consideration in the Tender process.
- h) Discussions with the Tenderer with regards to its GTA Proposal shall be held commercial-in-confidence.

12 Opening of Tenders

12.1 Conditions applying to Tender opening

The Principal will open the Tenders as soon as possible after the Time for Lodgement.

12.2 Opening of electronic Tenders

- a) This Clause 12.2 applies if Item 4A of the Annexure to these Conditions of Tendering specifies an electronic submission through the Electronic Tendering System.
- b) A Tender submitted electronically shall be deemed to have been opened by the Principal once the Principal has successfully downloaded such electronic Tender from the Electronic Tendering System.

12.3 Opening of hard copy Tenders

- a) This Clause 12.3 applies if Tenders are submitted in hard copy pursuant to Item 4A of the Annexure to these Conditions of Tendering.
- b) The Principal may, at its sole discretion, conduct a public opening of Tenders submitted in hard copy format, in which case:
 - i. the Tenderer and/or its agents and other interested persons may attend the opening
 - ii. at the opening, the Principal will announce for each Tender:
 - i. the Tenderer's name, and
 - ii. whether the Tender appears compliant with all the requirements of the Conditions of Tendering.
- c) In the absence of a public opening of Tenders, the Principal will subsequently make the summary results of the Tenders available (including any Alternative Tenders) to Tenderers in accordance with Clause 12.4 of these Conditions of Tendering.

12.4 Rankings and Tender Prices

- a) For Tenders with price-only tendering criteria, the Principal shall, within two Business Days after the Tender closing, announce the tendered amount (including any Alternative Tenders) as shown on the Tender Form of each Tender received from the Tenderers through:
- i. a schedule issued to Tenderers via the Electronic Tendering System, or
 - ii. via correspondence or other means of communications in the absence of an Electronic Tendering System.

After award, the winning Tenderer and Tender Price shall be made available.

- b) For Tenders with non price tendering criteria, the Principal shall, within two Business Days after the Tender closing, announce all company names and relative ranking based on the tendered amount (including any Alternative Tenders) as shown on the Tender Form for each Tender received from the Tenderer through:
- i. a schedule issued to Tenderers via the Electronic Tendering System, or
 - ii. via correspondence or other means of communications in the absence of an Electronic Tendering System.

The Principal shall announce the relative ranking only and indicate whether the tender appears conforming or is an Alternative Tender but the tendered amount shall not be revealed.

After Award, the following information shall be made available:

- i. winning Tenderer and Tender Price, and
- ii. Tender Prices of all Tenderers at the close of tenders.

13 Adjustment of a Tender

13.1 General

This Clause 13 applies after a Tender is lodged, but before the Date of Acceptance of Tender.

13.2 Schedule of Rates Contract

- a) If the Principal identifies an error or omission by the Tenderer in the completion, extension and/or summation of the unit rates and amounts in the Schedule of Rates, the Principal may adjust the Tender in accordance with the provisions of this Clause 13.2.
- b) The Principal may make the necessary corrections and amend the Tender Price accordingly, including any necessary adjustment in the amount of GST if:
- i. an Item in the Schedule of Rates includes a quantity which differs from that shown in the Tender Documents (or as may be amended by a Notice to Tenderers)
 - ii. an Item in the Schedule of Rates includes an error in the amount shown in the 'amount' column (the product of the quantity and the unit rate)
 - iii. an Item in the Schedule of Rates includes an error in the summation of the amounts in the 'amount' column

- iv. the Schedule of Rates includes an error in the calculation of the amount of GST, or
 - v. the Schedule of Rates includes an error in the total of the summation of the amounts shown in the 'amount' column and the amount of GST.
- c) If the Principal identifies that an Item in the Schedule of Rates omits:
- i. the unit rate, but includes an amount in the 'amount' column, the Principal may calculate the unit rate by dividing the amount in the 'amount' column by the quantity and insert the calculated unit rate in the Schedule of Rates.
 - ii. both the unit rate and the amount in the 'amount' column (for an Item with both a unit of measurement and a quantity) or the amount in the 'amount' column (for an Item where the unit of measurement column contains 'lump sum'), the Principal may make adjustments only if the omitted unit rate, or amount as the case may be, can be objectively and mathematically determined.
- d) Where the omitted unit rate or amount (as the case may be) cannot be objectively and mathematically determined, the Principal may treat the Tender as if it is a non-Conforming Tender.

13.3 Lump Sum Contract

If there is a discrepancy between the sum of the amounts in the 'amount' column of the Schedule of Prices (including the amount of GST) and the Tender Price:

- a) the Tender Price will prevail, and
- b) the Principal and the Tenderer may agree that any, or all, of the amounts inserted in the 'amount' column of the Schedule of Prices and the amount of GST shall be amended accordingly. The failure of the Principal and the Tenderer to agree the amendments required to address the discrepancy between the Tender Price in the Schedule of Prices shall result in the Tender being declared as a non-Conforming Tender.

13.4 Part Schedule of Rates and part Lump Sum Contract

- a) If there is a discrepancy between the sum of the amounts in the 'amount' column in the Schedule of Prices (including the amount of GST) and the total amount of the lump sum part (including the amount of GST):
 - i. the total amount of the lump sum part (including the amount of GST) shall prevail, and
 - ii. the Principal and the Tenderer may agree that any, or all, of the amounts inserted in the 'amount' column in the Schedule of Prices and the amount of GST be amended accordingly. The failure of the Principal and the Tenderer to agree the amendments required to address the discrepancy between the Tender Price in the Schedule of Prices shall result in the Tender being declared as a non-Conforming Tender.
- b) If the Principal identifies an error or omission in the completion, extension and/or summation of the unit rates and amounts in the Schedule of Rates, the Principal may adjust the Tender in accordance with the provisions of this Clause 13.2 of these Conditions of Tendering.

13.5 Redistribution of amounts for Site establishment and disestablishment and/or camp

- a) If so requested by the Principal, the Tenderer shall provide an adequate description of the portion of tendered amounts for Site establishment and disestablishment and/or camp in the appropriate Tender Schedule.
- b) If, in the opinion of the Principal, the tendered amount for any scheduled Item for Site establishment and disestablishment and/or camp is excessive, the Principal may, as a prerequisite to acceptance of a Tender, require the Tenderer to reduce the tendered amount for that item and reallocate the reduction to other items approved by the Principal so that the Tender Price remains unchanged.

14 Unusually Low Bid

- a) This Clause 14 applies if the Unusually Low Bid provisions are specified in Item 7A of the Annexure to these Conditions of Tendering to apply.
- b) If the Principal receives an Unusually Low Bid which does not contain any fatal error, then:
 - i. it will notify the Tenderer in writing that it has made an Unusually Low Bid, and
 - ii. allow the Tenderer five Business Days to make submissions to the Principal as to why the Unusually Low Bid should not be excluded from consideration.
- c) The Tenderer's submissions in Clause 14(b)(ii) shall only address, and the Principal shall only take into account one or a combination of the following factors:
 - i. materials cost advantage
 - ii. process cost advantage
 - iii. innovation advantage, and
 - iv. genuine commercial advantage.
- d) The Principal may exclude an Unusually Low Bid from further consideration if:
 - i. the Tenderer does not provide submissions in accordance with Clause 14(b)(ii) of these Conditions of Tendering, or
 - ii. the Tenderer's submissions do not substantiate an advantage that explains why the Tender is an Unusually Low Bid, or
 - iii. the Principal having made its own enquiries, is not satisfied for any reason that the Tender represents best value for money.
- e) The Principal shall request a meeting with the Tenderer to discuss any aspect of the Unusually Low Bid.

15 Post-Tender correspondence and negotiations

- a) This Clause 15 applies after the Date of Lodgement of Tender, but before the Date of Acceptance of Tender and notwithstanding any other requirements of the Tender Documents.
- b) The Principal may require the Tenderer to provide additional information concerning its Tender by a date and time specified by the Principal.

- c) If the Tenderer fails to provide the further information in accordance with Clause 15(b) of these Conditions of Tendering, then the Principal may reject the Tender.
- d) Without limiting the generality of Clause 15(b) of these Conditions of Tendering, the Principal may require the Tenderer to:
 - i. submit information in respect of any of the Tenderer's proposed Subcontractors, which is similar to that required to be furnished by the Tenderer by these Conditions of Tendering, and
 - ii. provide evidence of the Tenderer's capacity to complete the work under the Contract, on or before the Date for Practical Completion, for the Tender Price.
- e) The Principal may negotiate with the Tenderer for the purposes of determining the best-for-project Tender.
- f) Any post-Tender negotiations regarding Guided Tender Alternative Proposals will be commercial-in-confidence.

16 Principal's discretion

Without limiting any other right of the Principal, the Principal may, in its absolute discretion, do any one or more of the following:

- a) withdraw any request for Tender
- b) suspend the Tender process
- c) extend the Time for Lodgement
- d) change the Location for Lodgement
- e) decline to consider or evaluate any or all Tenders
- f) decline to accept any Tender
- g) at any time, alter any process or procedure regarding the consideration or the evaluation of any Tender or Tenders
- h) negotiate on any aspect of a Tender before identifying whether the Principal accepts or rejects any Tender
- i) invite best and final Offers from any one or more Tenderers
- j) invite further or other Tenderers to lodge a Tender for the performance of the work under the Contract
- k) not proceed with the work under the Contract
- l) proceed with a Contract based on a scope of work of a different nature or extent, or on terms different from those set out in the Tender Documents, and/or
- m) negotiate with and enter into a Contract with any other party for the performance of the work under the Contract and/or any other work.

17 Consideration and acceptance of Tenders

17.1 Consideration and assessment of Tenders

- a) The Principal may reject a Tender that is not a Conforming Tender or a Complying Tender.
- b) In relation to any Alternative Tender, the Principal reserves the right to:
 - i. consider any Alternative Tender
 - ii. accept all, any or none of the departures and amendments proposed in the Alternative Tender (and will indicate such acceptance in the Letter of Acceptance and the Schedule of Deviations), and/or
 - iii. accept a lump sum for an Alternative Tender which may be for the whole or part of the work under the Contract
- c) The Principal is not required to accept the Tender (including any Alternative Tender) with the lowest Tender Price.
- d) The Principal may use predetermined structured assessment techniques for the evaluation of Tenders which may take into account, without limitation:
 - i. the quality of the Works
 - ii. long-term costs to the Principal
 - iii. the rates specified in the Tender, and
 - iv. the Tender Price.
- e) The Principal may require the Tenderer to provide evidence of its current capacity to complete the work under the Contract in a timely manner, on or before the Date for Practical Completion, for the Tender Price.

17.2 Combined price / non price selection criteria and weighting factors

- a) Where Item 8A of the Annexure to these Conditions of Tendering specifies that a combined price / non price assessment will be carried out as part of the Tender assessment process:
 - i. both price and non price criteria as identified in Item 8B of the Annexure to these Conditions of Tendering will be considered, and
 - ii. the selection criteria to be used for the non price assessment of Tenders will be as listed in Item 8B of the Annexure to these Conditions of Tendering, together with weighting factors which represent the Principal's determination of the relative importance of each of the non price selection criteria.

17.3 Mandatory criteria

- b) Where Item 8C of the Annexure to these Conditions of Tendering specifies that a mandatory criteria assessment will be carried out as part of the Tender assessment process:
 - iii. mandatory criteria as identified in Item 8D of the Annexure to these Conditions of Tendering will be considered, and
 - iv. the tenderers shall satisfy all mandatory criteria in Item 8D for their tenders to be considered further.

17.4 Acceptance of a Tender

- a) The Principal may accept one Tender only.
- b) The Principal may accept a Tender by providing the Tenderer with a Letter of Acceptance:
 - i. by handing it to the Tenderer
 - ii. by posting it or leaving it at the Tenderer's address stated on its Tender Form, or
 - iii. if there is an Electronic Tendering System, by issuing it to the Tenderer through that system.

17.5 Formal Instrument of Agreement

If required under Clause 6.2 of the General Conditions of Contract, the Principal will prepare the Formal Instrument of Agreement for execution by the Tenderer in accordance with that Clause 6.2.

17.6 Schedule of Deviations

- a) At any time prior to the acceptance of Tender, the Principal may inform the Tenderer that a Schedule of Deviations shall be prepared jointly by the Principal and the Tenderer as a condition precedent to the acceptance of Tender.
- b) The Schedule of Deviations shall contain a comprehensive list of amendments, departures and deviations from any part of the Tender Documents, whether instructed by, or agreed to by, the Principal prior to the Time for Lodgement or during post-Tender negotiations after the Time for Lodgement.
- c) The Schedule of Deviations shall be agreed and signed by both the Principal and the Tenderer.
- d) The agreed Schedule of Deviations shall be attached to, and form part of, the Letter of Acceptance.

18 Costs of Tender

The Principal is not liable to the Tenderer for any costs, losses or expenses incurred by the Tenderer in connection with:

- a) preparing a Tender, Alternative Tender, or a Guided Tender Alternative Proposal, or
- b) after the Date of Lodgement of Tender, any work undertaken by the Tenderer, including in connection with any discussions, negotiations, enquiries or requests for details or information made by or on behalf of the Principal.

19 Feedback to unsuccessful Tenderers

- a) Following the Date of Acceptance of Tender, the Principal shall issue separate correspondences to each of the unsuccessful Tenderer(s) to advise:
 - i. that its Tender has been unsuccessful
 - ii. the identity of the successful Tenderer, and
 - iii. the awarded Contract Sum

- b) An unsuccessful Tenderer may request an individual meeting with the Principal to obtain further feedback in respect of its unsuccessful Tender. Details of Tenders (including individual scores) will not be divulged.

20 Information provided by Tenderers

- a) Notwithstanding any statements to the contrary in the Tender Documents or the Tenderer's submissions either before or after the Time for Lodgement, the information provided by the Tenderer to be used in the assessment process shall in no way relieve the Contractor from stated or implied responsibilities to comply with the Contract.
- b) It is the intention, however, that statements made by the Tenderer in submissions supporting non price selection criteria, will be used as benchmarks by which to evaluate performance of the Contractor during execution of the Contract.

21 Collusive arrangements

By submitting a Tender, the Tenderer acknowledges, and warrants that it has complied with, the requirements set out of Clause 6.3 of the General Conditions of Contract.

22 Information

22.1 Site Information

- a) The Principal will make available to the Tenderer the following Information (whether printed, electronic, photographic, video or otherwise), which is taken to be 'Site Information' for the purposes of Clause 2.1 of the General Conditions of Contract:
 - i. the information described in Item 9A of the Annexure to these Conditions of Tendering provided in the location stated in Item 9B of the Annexure to these Conditions of Tendering
 - ii. the information described in Item 9C of the Annexure to these Conditions of Tendering available for inspection by the Tenderer at the location stated in Item 9D of the Annexure to these Conditions of Tendering by making arrangements with the person nominated in that Item, and
 - iii. where geotechnical drilling has been carried out, the drilling cores available for inspection by the Tenderer at the location stated in Item 9E of the Annexure to these Conditions of Tendering by making arrangements for inspection with the person nominated in that Item.
- b) Any Site Information provided pursuant to Clause 22.1(a) of these Conditions of Tendering:
 - i. relates only to the specific locations examined, measured or tested as shown in that Site Information, and
 - ii. may not be representative of conditions in other parts of the Site, and the Tenderer acknowledges and agrees that the sub-surface conditions may vary between test locations, at depths below which examinations, measurements and testing have been carried out and also with time and climatic conditions.
- c) It is the Tenderer's responsibility to interpret and assess the relevance of any Site Information to decide whether additional examinations, measurements and testing need to be carried out and to arrange and pay for any such further examinations, measurements and testing.

- d) The Principal does not warrant or make any representation with respect to:
 - i. the completeness, accuracy, adequacy or content of any Site Information provided to the Contractor by or on behalf of the Principal
 - ii. the completeness or adequacy of any Reliance Information, or
 - iii. any interpretations, deductions, opinions or conclusions set out in any such Site Information or Reliance Information.
- e) The Tenderer, by lodging a Tender, warrants that it has done all of the things in Clause 12.1(b) of the General Conditions of Contract as to the conditions relating to the Site and to have allowed for such conditions in its Tender Price.

22.2 Insurance information

- a) Where the Principal has arranged insurance in accordance with Alternative 1 of Clauses 19 and 20 of the General Conditions of Contract, the Principal Arranged Insurance does not:
 - i. limit, reduce or affect any liabilities and obligations that the Contractor has under the Contract, or
 - ii. prevent the Contractor from taking out, at its own cost, any additional insurance it considers necessary.
- b) Copies of the Principal Arranged Insurance policies, together with the procedures for making a Claim under the policies, are available for inspection on the website maintained by the Principal. The website address for accessing the policies is provided in Item 9F of the Annexure to these Conditions of Tendering.
- c) The insurance policies arranged by the Principal are subject to excesses and deductibles. The Tenderer's attention is drawn to Clause 21.7 of the General Conditions of Contract.

22.3 Registered Suppliers

Suppliers of certain high risk and specialised products and services shall be registered with the department as a condition of undertaking work under the Contract. Details of the registration requirements are set out in the relevant Specifications.

23 Public Utility Plant

- a) This Clause 23 applies if Item 10A of the Annexure to these Conditions of Tendering specifies Public Utility Plant that will be affected by the work under the Contract.
- b) The Principal has made arrangements with the responsible Authority for relocation of the affected utilities. The Tenderer may inspect copies of any relevant correspondence and/or agreements with responsible authorities at the location stated in Item 10B of the Annexure to these Conditions of Tendering by making arrangements with the person nominated in that Item.
- c) The Principal may issue a Notice to Tenderers with updated information regarding the status of affected utilities.

24 Privacy and confidential information

24.1 Use and disclosure of Personal Information by the department

- a) The Principal is required to comply with the *Information Privacy Act 2009* (Qld).
- b) Any Personal Information received by the Principal from the Tenderer:
 - i. may be used by the Principal, without limitation, for the purpose of assessing Tenders and administering any subsequent Contract
 - ii. may be disclosed to a third party for the purpose of conducting financial checks, and
 - iii. will not be disclosed to any other third party without consent of the Tenderer, except where authorised or required by the legislative requirements.

24.2 Tenderer's acknowledgement

- a) The Tenderer acknowledges that the *Right to Information Act 2009* (Qld) (RTI Act):
 - i. provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies, and
 - ii. requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- b) The Tenderer acknowledges that any information provided to the Principal by the Tenderer (including information contained in the Tender and in any other submissions either before or after the Date of Lodgement of Tender) is potentially subject to disclosure to third parties.
- c) The Tenderer may indicate, when lodging a Tender, if it has substantial concerns regarding the disclosure of any information mentioned in Clause 24.2(a) of these Conditions of Tendering, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature. However, the Principal provides no warranty that any information provided by the Tenderer will be protected from disclosure under the RTI Act.

24.3 Confidentiality

- a) Information supplied by the Principal (including the Tender Documents or any other information provided by the Principal pursuant to these Conditions of Tendering) shall be regarded as confidential and shall not be disclosed by the Tenderer to any person or use for any purpose other than complying with these Conditions of Tendering except to the extent:
 - i. the information is already generally known to the public
 - ii. the Principal has given its prior written consent (which consent shall not be unreasonably withheld)
 - iii. disclosure is required because of any legislative requirement
 - iv. information is disclosed to and used by a professional advisor or an insurer or financier, or
 - v. a Subcontractor or Consultant (who is contractually bound to keep the information confidential)and in any case only for the purpose of allowing the party to comply with these Conditions of Tendering.

- b) The Contractor shall ensure that the Tender Documents are used, copied and supplied only for the purpose of the work under the Contract.
- c) Upon written request by the Principal:
 - i. the Tenderer's right to use the information supplied by the Principal ceases, and
 - ii. the Tenderer shall, immediately at the Principal's direction:
 - i. return to the Principal
 - ii. destroy and certify this in writing to the Principal, or
 - iii. destroy and permit a representative of the Principal to witness the destruction of all of the Principal's information in the Tenderer's possession or control, except for information that the Tenderer is required to retain by law or for reasons of good corporate governance consistent with the Tenderer's normal practices.

24.4 Information to be published

- a) Despite any provision of the Tender Document or a Tender, the Principal may publish, online or by any other means, the following details:
 - i. name and address of the Principal under the Contract
 - ii. a description of the Works
 - iii. the Contract Sum and the Date of Acceptance of Tender
 - iv. the name and address of the Tenderer who received a Letter of Acceptance, and
 - v. the procurement method used.
- b) Any proposed variation by the Tenderer to this Clause 24 which takes away or reduces the entitlements that would otherwise be provided to the Principal under this Clause 24.4 will be rejected.

24.5 Identity of prospective Tenderers

Upon receipt of a written request by an interested party, the Principal may, in its absolute discretion, disclose the identity of the Tenderer.

25 Intellectual property

- a) The Tender and any Alternative Tender, including all supporting documents, is the property of the Tenderer. The Tenderer retains ownership of intellectual property in its Tender and any Alternative Tender; however, in consideration of the amount detailed in its Tender and any Alternative Tender, the Tenderer grants to the Principal an irrevocable royalty free licence to use any intellectual property that subsists in the Tenderer's Tender or Alternative Tender upon the acceptance by the Principal of the Tenderer's Tender or Alternative Tender.
- b) All payments and royalties payable in respect of any letters patent, design, trademark or name, copyright or other protected right, shall be included by the Tenderer in its Tender and any Alternative Tender, and shall be paid by the Tenderer to the person or persons, corporation or other body to whom they may be due or payable.

- c) The Tenderer shall indemnify and, at all times, keep the Principal indemnified against any action, Claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any of these.

26 Work health and safety accreditation

26.1 General

- a) This Clause 26 applies if the Work Health and Safety (WHS) Accreditation Scheme is specified in Item 11A of the Annexure to these Conditions of Tendering to apply.
- b) The Australian Government is committed to improving WHS outcomes in the building and construction industry. An important initiative to achieve this is the Australian Government Building and Construction WHS Accreditation Scheme (Scheme). The Scheme is established by the *Building and Construction Industry (Improving Productivity) Act 2016* and specified in the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 (FW Regulations).

26.2 Compliance with Scheme

- a) The Tenderer shall be accredited under the Scheme when entering Contracts for building work covered by the Scheme (the Works under the Contract) and maintain accreditation under that Scheme while the Works are being carried out and for the duration of the Contract.
- b) The Tenderer shall comply with all conditions of Scheme accreditation.
- c) Persons seeking accreditation are required to submit an application, addressing specific occupational health and safety criteria, to the OFSC.
- d) More information on the Scheme is available on the Federal Safety Commissioner (FSC) website at the following link: <https://www.fsc.gov.au> or by contacting the OFSC on 1800 652 500.

26.3 Additional requirements for joint ventures

If the Tenderer is a proposed joint venture, the following additional requirements apply:

- a) the Tenderer shall have obtained approval under the Scheme to pursue this Tender prior to the end of the prequalification check period which occurs during the Tender Assessment Period, and
- b) if the joint venture includes a party which is Prequalified under the Prequalification Guidelines, but not accredited under the WHS Accreditation Scheme, then the other party to the joint venture shall be accredited under the Scheme, and the joint venture shall:
 - i. comply with the requirements of Regulation 26(1)(f) of the FW Regulations in relation to information required to be provided to the FSC, and
 - ii. submit evidence of the joint venturer's application to the FSC made in accordance with Regulation 26(1)(f) of the FW Regulations.

27 Not used

27A Employment and training opportunities

- a) While acknowledging that value for money is the core principle underpinning decisions on government procurement, the Tenderer should note that, when assessing Tenders, preference may be given to Tenders that demonstrate a commitment to:
 - i. adding and/or retaining trainees and apprentices
 - ii. increasing the participation of women in all aspects of the industry, or
 - iii. promoting employment and training opportunities for Indigenous Australians in regions where significant Indigenous populations exist.
- b) This Clause 27A(b) applies if the Queensland Building and Construction Training Policy (Training Policy) is specified in Item 13M of the Annexure to these Conditions of Tendering to apply. By submitting a Tender, the Tenderer acknowledges and agrees that it:
 - i. is aware that the Training Policy applies on this project
 - ii. will comply with the Training Policy on this project.
- c) If Item 13J of the Annexure to these Conditions of Tendering specifies that the Tender Documents pertain to a project nominated by the Principal as an Indigenous Project, the following additional requirements shall apply:
 - i. For Indigenous projects, it is a priority that the core deemed hours requirement of the Queensland Building and Construction Training Policy (Training Policy) be met by Aboriginal and Torres Strait Islander apprentices and trainees and local Aboriginal and Torres Strait Island workers.
 - ii. In addition to this, the Training Policy requires that an additional amount, equivalent to a further 10 per cent of the total labour hours (which equates to a minimum of 1.5 per cent of the estimated project value, including GST) be allocated towards an agreed Indigenous Economic Opportunities (IEO) Plan.
 - iii. The Tenderer shall submit a Tender Schedule S8 IEO Plan Outline which satisfies the requirements of the IEO Overview provided by the Principal in Part 5 Additional Contract Requirements.
 - iv. The Tenderer acknowledges that the Principal's acceptance of its Tender, if deemed successful, is contingent upon the Tenderer's submission of a detailed IEO Plan, fully agreed with and signed by the Principal, the relevant council as identified by the Principal in the IEO Overview, and the Tenderer, within the timeframe specified in the IEO Overview located in Part 5 Additional Contract Requirements.

28 Queensland Code

28.1 General

- a) This Clause 28 applies if the Queensland Code is specified in Item 13F of the Annexure to these Conditions of Tendering to apply.
- b) The Queensland Government's *Code of Practice for the Building and Construction Industry* (Queensland Code) will apply to this project.

- c) The Queensland Code is available from:

<https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000>.

28.2 Conditions for participation

By submitting a Tender, the Tenderer acknowledges its understanding and agreement that:

- a) compliance with the Queensland Code is an essential condition to being considered for the Tender by submitting an expression of interest or Tender, the Tenderer agrees to comply with the Queensland Code on all future Queensland Government projects, whether or not successful in this Tender, and
- b) any party which is precluded from performing Works to which the Queensland Code applies is excluded from consideration for the Tender.

28.3 Primary obligations

By submitting a Tender, the Tenderer acknowledges and agrees that it:

- a) is not precluded from performing Works to which the Queensland Code applies
- b) is aware that the Queensland Code applies to the project
- c) is deemed to have read and understood the Queensland Code and the obligations it imposes
- d) will comply with the Queensland Code on this project
- e) will agree, if successful in the Tender, to contractual terms to give effect to the Queensland Code and mechanisms to ensure their compliance and enforcement, and
- f) will comply with, and all of its related entities will comply with, the Queensland Code in respect of any of their Queensland Government building and construction work on and from the Date of Lodgement of Tender.

28.4 Cost, efficiency, productivity and Workplace safety

The Tenderer admits that by submitting a Tender, it agrees to the department taking steps to investigate Claims and assertions made by the Tenderer in any of the documents referred to in Clause 28 of these Conditions of Tendering before any Contract is awarded. The Tenderer acknowledges and agrees that cooperation with the Client Agency is an essential component of the Tender process. Cooperation by the Tenderer will include allowing the Client Agency to:

- i. access premises and Sites controlled by the Tenderer or its related entities
- ii. monitor and investigate compliance with the Queensland Code, including inspecting and copying relevant records and documents
- iii. inspect any work, material, machinery appliance, article or facility, and
- iv. interview any person,

as is necessary to investigate the Tenderer's Claims or to demonstrate the Tenderer's current or, where relevant, past compliance with the Queensland Code during the Tender process.

28.5 Disclosure of information

Notwithstanding any other provision of the Tender, the Tenderer agrees and consents to the disclosure of information concerning the Tenderer's and the Tenderer's related entities, compliance with the Queensland Code, including the disclosure of details of past and present conduct relating to the Queensland Code, as varied from time to time, including whether or not sanctions have been imposed on the Tenderer or any of its related entities by the Commonwealth or a State or any government agency. This consent is given to the State of Queensland, including its agencies (including the Client Agency) and ministers for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the Queensland Code.

28.6 Subcontractors and consultants

Where the Tenderer proposes to subcontract a part of the work under the Contract, and it is authorised to do so, it agrees that it will ensure, through Contract, that each Subcontractor or consultant agrees to:

- a) the Items in Clauses 28.2 and 28.5 of these Conditions of Tendering in respect of the relevant Subcontractor or consultant
- b) comply with the applicable plans and policies on the project referred to in Clause 28.4 of these Conditions of Tendering, and
- c) where a Nominated Subcontractor or Consultant is proposed in Tender Documents, that nominated party cooperates with Queensland Government authorised personnel during the Tender process for purposes outlined in Clause 28.4 of these Conditions of Tendering.

28A The Supplier Code of Conduct

The Tenderer shall comply with all expectations as contained in the Queensland Government Supplier Code of Conduct. The Tenderer is to notify the Principal, in writing, within ten Business Days, should it cease to be compliant with the Queensland Government Supplier Code of Conduct.

The Principal reserves the right, at its sole and absolute discretion, to require the Tenderer to provide confirmation of their compliance with the Queensland Government Code of Conduct Code.

The Principal may, from time-to-time, update or amend the Queensland Government Supplier Code of Conduct. The Tenderer is solely responsible for informing themselves and ensuring compliance with any updated or amended Queensland Government Supplier Code of Conduct. The Principal is under no obligation to inform the Tenderer of any updates or amendments to the Queensland Government Supplier Code of Conduct.

The Queensland Government Supplier Code of Conduct can be found here:

[Queensland Government Supplier Code of Conduct | For government | Queensland Government](#)

29 The Ethical Supplier Threshold and Ethical Supplier Mandate

- a) In this Clause 29:
 - i. Ethical Supplier Mandate means the Queensland Government Policy titled '*Ethical Supplier Mandate*' or any policy that replaces that policy.

- ii. Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the Queensland Procurement Policy.
 - iii. Government department or Instrumentality means any governmental regulator, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission, and
 - iv. The Tripartite Procurement Advisory Panel is a singular body established by government to provide objective advice and recommendations to the decision makers regarding non-compliance with the Mandate and Threshold.
- b) The Tenderer shall comply with the Ethical Supplier Threshold and Ethical Supplier Mandate and the Tenderer must complete the Ethical Supplier Threshold questionnaire on the Tender Schedule 'Ethical Supplier Threshold'. Any responses indicating non-compliance with the Ethical Supplier Threshold criteria, will result in the Tender not being considered as a conforming tender.
 - c) The Principal may decline to consider or accept a Tender from a Tenderer who, at the date of submission of the Tender and any time prior to the award of a Tender, is subject to a current sanction under the Ethical Supplier Mandate according to the online supplier check tool released and current at the time and date at which Tenders were invited.
 - d) Notwithstanding any other provision of the Tender Documents or a Tender, the Tenderer acknowledges and agrees that the Principal may refer matters of non-compliance with the Ethical Supplier Mandate to the Queensland Government Procurement Compliance Branch within the Department of Energy and Public Works, who may publish information about sanctions imposed on the Tenderer under the Ethical Supplier Mandate.
 - e) The Principal may obtain information about the Tenderer relevant to the evaluation criteria that may be held by the Tripartite Procurement Advisory Panel, or any government department, or Instrumentality and take the information into account in assessing the offer.
 - f) The Tenderer acknowledges that a failure to comply with the Principal's policies that apply to the work under the proposed contract or the Tenderer's obligations under the proposed contract, may result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under the Contract.

30 Mandatory Tender Schedules required for all Tenders

30.1 Requirements

- a) The Tenderer shall complete, in every detail, Tender Schedules M, M1 to M10 in accordance with the requirements of this Clause 30.
- b) If there is an Electronic Tendering System and electronic copy Tender submission is specified:
 - i. the Tender Schedules shall be formatted to allow printing on standard metric paper size not greater than A3, and
 - ii. scanned copies of attachments to the Tender Schedules must be legible.

- c) If hard copy Tender submission is specified, the Tender Schedules shall:
 - i. be printed on good quality paper of standard metric paper size not greater than A3, and
 - ii. be legible and capable of being photocopied legibly.

30.2 Tender Schedule M1 – Schedule of Rates

- a) This Clause 30.2 applies to a Schedule of Rates Contract or for the Schedule of Rates part of a part Schedule of Rates and part Lump Sum Contract.
- b) In this Clause 30.2, the following terms refer to the column in the Schedule of Rates with the same name:
 - i. unit of measurement column
 - ii. quantity column
 - iii. unit rate column
 - iv. amount column.
- c) The Tenderer shall complete the Schedule of Rates as follows:
 - i. If an Item incorporates a specific unit of measurement in the unit of measurement column and a quantity in the quantity column, the Tenderer shall insert:
 - i. a unit rate in the unit rate column, and
 - ii. an extended amount, calculated by multiplying the unit rate by the quantity, in the 'amount' column.
 - ii. If an Item incorporates the words 'lump sum' in the 'unit of measurement' column and a dash or a blank space in the 'quantity' column, the Tenderer shall insert an amount in the 'amount' column.
 - iii. The unit rates or lump sums described in Clauses 30.2(c)(i) and 30.2(c)(ii) shall be exclusive of GST and less any direct or indirect savings which result from the removal of or the reduction in any federal or state taxes, duties, imposts levies, fees or charges if that removal or reduction is part of or related to the commencement and implementation of the GST legislation.
 - iv. The total of all the amounts in the 'amount' columns for each part shall be copied to the Schedule Summary (Tender Schedule M).
 - v. The amount of GST calculated on amounts included in the Schedule Summary pursuant to Clause 30.2(c)(iv) (as if that summation was a supply to the Principal by the Tenderer) shall be separately itemised in the Schedule Summary.
- d) If the Tenderer believes that the Items contained in the Schedule of Rates do not fully represent the work described in the Tender Documents, the Tenderer may include additional Items in its Tender. Additional Items shall be accompanied by a description, unit of measurement, quantity, unit rate and extended amount and by a comprehensive list of work operations similar to those used to describe the standard Work Items contained in the Technical Specifications.
- e) The Tenderer shall not alter any quantities included in the Schedule of Rates.

- f) For a Schedule of Rates Contract, the sum of all the amounts in the 'amount' column of the Schedule Summary, including the amount of GST, as provided for in Clauses 30.2(c)(iv) and 30.2(c)(v), shall equal the Tender Price.
- g) The unit rate or lump sum amount, plus a pro rata apportionment of the amount of GST, shall be deemed to be the tendered rate per unit of measurement or the tendered lump sum amount for carrying out work represented by that Item.

30.3 Tender Schedule M2 – Schedule of Prices

30.3.1 General

- a) This Clause 30.3 applies to a Lump Sum Contract or the lump sum part of a part Schedule of Rates and part Lump Sum Contract.
- b) In this Clause 30.3, the following terms have the following meanings:
 - i. 'amount column' means the column in the Schedule of Prices headed 'lump sum amount', and
 - ii. 'lump sum summary' means the part of the Schedule of Prices with the same name.
- c) The Tenderer shall complete the Schedule of Prices as follows:
 - i. insert amounts in the 'amount' column for each of the nominated Items of the Schedule of Prices for each part
 - ii. total all the amounts in the 'amount' column of each part and then transfer the total for each part to the lump sum summary, and
 - iii. to the summation of the amounts for each part in the lump sum summary, add the amount of GST calculated as if that summation was a supply to the department by the Tenderer.
- d) For each of the Items of a lump sum Contract, or the lump sum part of a part Schedule of Rates Contract and part lump sum Contract, the lump sum amounts are to be:
 - i. exclusive of GST, and
 - ii. less any direct or indirect savings which result from the removal of or the reduction in any federal or state taxes, duties, imposts, levies, fees or charges where that removal or reduction is part of or related to the commencement and implementation of the GST Legislation.

30.3.2 For Lump Sum Contracts

- a) This Clause 30.3.2 applies to a Lump Sum Contract.
- b) The total of the sum of the amounts in the 'amount' column of the Lump Sum Summary, including the amount of GST shall equal the Tender Price.

30.3.3 For part Schedule of Rates part Lump Sum Contracts

- a) This Clause 30.3.3 applies to a part Schedule of Rates and part Lump Sum Contract.

- b) For the lump sum part of the Contract:
 - i. the Tenderer shall transfer:
 - i. to the Schedule Summary the total for each part of the Schedule of Rates parts (without transferring the GST amount), and
 - ii. to the lump sum summary (less the GST amount) the sum of the lump sum parts, and
 - ii. for each of the totals, the amount of GST must be added as if each total was a supply to the Principal by the Tenderer.
- c) The total of the amounts in the 'amount' column of the Schedule Summary and the amount of GST shall equal the Tender Price.
- d) The unit rate, 'lump sum' or lump sum amount for an Item, plus a pro rata apportionment of the amount of GST, shall be deemed to be the tendered rate per unit of measurement or the tendered lump sum amount or the tendered lump sum amount for carrying out work represented by that Item.

30.3.4 Schedule of Rates for variations

- a) This Clause 30.3.4 applies where a Schedule of Rates for variations is provided as part of the Schedule of Prices.
- b) The Tenderer shall insert a unit rate against each Item in the Schedule and these rates are to be exclusive of GST.
- c) Any valuations undertaken using these rates are to have the amount of GST added as if the supply in relation to which the valuation is made was a supply to the Principal by the Tenderer.
- d) Any such unit rates may be used in the evaluation of Tenders.

30.4 Tender Schedule M3 – Planned Cash Flow Schedule

- a) The Tenderer shall provide, in Tender Schedule M3, the expected amounts of Claims for payment for each month up to the Date for Practical Completion (Planned Cash Flow Schedule).
- b) The amounts inserted in the Planned Cash Flow Schedule shall be consistent with the Tender Program and the Schedule of Prices and/or the Schedule of Rates and include the amount of GST.

30.5 Tender Schedule M4 – Tender Program

- a) The Tenderer shall provide a program with its Tender which shows the periods of time for each phase of construction of the work under the Contract and the sequence of such phases necessary to complete the Works prior to the Date for Practical Completion (Tender Program).
- b) The Tender Program shall be in a form similar to that required for a Construction Program by Clause 33.4 of the General Conditions of Contract.
- c) The Tender Program shall be consistent with the Planned Cash Flow Schedule and the Schedule of Rates and/or the Schedule of Prices.

30.6 Tender Schedule M5 – form of Security

The Tenderer shall indicate, in Tender Schedule M5, the form(s) of security it intends to lodge in accordance with Clause 5 of the General Conditions of Contract.

30.7 Tender Schedule M6 – Receipt of Notices to Tenderers

For each Notice to Tenderers issued prior to the Time for Lodgement, the Tenderer shall list the following in Schedule M6:

- a) the number of the Notice
- b) the date of the Notice, and
- c) the number of pages comprising the Notice, including all attachments.

30.8 Tender Schedule M7 – Daywork Schedule

The Tenderer shall provide, in Tender Schedule M7, unit rates for all personnel, plant and equipment it proposes to employ on work under the Contract. The unit rates shall include, and will be deemed to include, all charges in accordance with Tender Schedule M7.

30.9 Tender Schedule M8 – Prequalification Requirements

If there are Prequalification Requirements, the Tenderer shall:

- a) if the Tenderer satisfies the Prequalification Requirements, provide a statement in Schedule M8, and
- b) if the Tenderer does not meet the Prequalification Requirements for a minor component of the work under the Contract, the Tenderer shall nominate in Tender Schedule M8 a Subcontractor who meets the Prequalification Requirements for that minor component.

30.10 Tender Schedule M9 – Designer of Reinforced Soil Structure

If a Reinforced Soil Structure comprises part of the Works, the Tenderer shall complete Tender Schedule M9 in accordance with Clause 33 of these Conditions of Tendering.

30.11 Tender Schedule M10 – Overheads and Margin

- a) The Tenderer shall provide, on Tender Schedule M10, the proposed overheads and profit margin percentages that may be used by the Administrator in the valuation of variations and Claims in accordance with the Conditions of Contract.
- b) The Tenderer acknowledges that the figures for 'Direct Costs' provided by the Principal in the Tender Schedule M10 are purely arbitrary and intended solely for Tender assessment stage sensitivity analysis and deriving the indicative cost implication of the Tenderer's proposed percentages for overheads and margin. The resulting figure for the 'Amount to Tender Schedule M' shall not form part of the Tender Price, nor the Contract Sum should the Tenderer be declared as the successful Tenderer by the Principal.
- c) The Tenderer's proposed percentages for overheads and margins, once accepted by the Principal in conjunction with a successful Tender, is binding upon the Tenderer throughout the life of the Contract.
- d) The Principal may request the Tenderers to provide justification if the percentage for onsite Overhead in Tender Schedule M10 is exceptionally high.

30.12 Tender Schedule S6 – Queensland Code Compliance Schedule

- a) This Clause 30.12 applies if Item 13F of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S6 – Queensland Code Compliance Schedule in accordance with the provisions of Clause 28 of these Conditions of Tendering.
- b) The Tenderer shall attach to its Tender a completed Tender Schedule S6, properly executed by or on behalf of the Tenderer.

30.13 Tender Schedule S9 – Queensland Procurement Policy

- a) This Clause 30.13 applies, and the Tender shall include a completed Tender Schedule S9 – Queensland Procurement Policy compliance
- b) The Tenderer shall provide details that sufficiently address the compliance criteria listed in Tender Schedule S9.
- c) Please refer to Clause 14.9 of the General Conditions of Contract for additional monthly reporting on progress with achieving 'local' business participation.

30.14 Tender Schedule S10 – The Ethical Supplier Threshold

- a) This Clause 30.14 applies, and the Tender shall include a completed Tender Schedule S10 – The Ethical Supplier Threshold.
- b) It is a mandatory criterion that the Tenderer shall comply with the Ethical Supplier Threshold (Threshold).

Please refer to Clause 29 for additional information.

30.15 Tender Schedule S12 – Waste to Resource Plan

This Clause applies and the Tenderer shall include a completed Tender Schedule S12 – Waste to Resource Plan. If no recycled materials are to be used, enter N/A into the relevant column with reasons provided.

31 Additional Tender Schedules at Principal's request

31.1 General

- a) This Clause 31 applies if, whether before or after the Time for Lodgement, the department requests:
 - i. the Tenderer to complete Tender Schedules P1 to P8 (or part thereof), and
 - ii. further information from the Tenderer regarding the information supplied in these Schedules.
- b) The Principal may choose to not consider the Tender any further if:
 - i. the Tenderer fails to provide the completed Tender Schedules P1 to P8 within three Business Days of any Notice requesting such Tender Schedules, or
 - ii. the Principal determines that the contents of these Schedules and any additional material supplied represent an unacceptable risk to the department.

31.2 Tender Schedule P1 – Current Work Commitments

The Tenderer shall provide, in Tender Schedule P1, details of its progress on any construction / building projects currently underway, including:

- a) brief description / location
- b) start date and expected Date of Practical Completion
- c) Contract amount and estimated variations, and
- d) amounts paid to the Tenderer to date.

31.3 Tender Schedule P2 – Current Security Exposure

The Tenderer shall provide, in Tender Schedule P2, details of its current security responsibilities for the projects nominated in Tender Schedule P1 (and any other relevant projects), including:

- a) amounts involved, and
- b) expected dates of release.

31.4 Tender Schedule P3 – Current Cash Flow

The Tenderer shall provide, in Tender Schedule P3, details of its current and estimated cash flow (assuming that this Tender was successful) in accordance with the requirements set out in *Financial Information, Assessment Schedules and Guidelines* as described in TIPDS Volume 3.

31.5 Tender Schedule P4 – Schedule of Subcontractors and Suppliers

- a) The Tenderer shall provide, in Tender Schedule P4, the names and addresses of all:
 - i. Subcontractors it proposes to engage to undertake subcontract Works in excess of \$50,000, and
 - ii. registered suppliers it proposes to engage regardless of the amount.
- b) Where subcontract and material supply arrangements are yet to be confirmed, the Tenderer shall provide a list of such Works and material supply arrangements as are intended to be subcontracted.

31.6 Tender Schedule P5 – Schedule of Key Personnel

- a) The Tenderer shall provide, in Tender Schedule P5, the names of proposed key personnel, the corresponding positions and claimed Experience Levels, as well as current locations and expected dates of availability for this project. Where actual names have not been decided, a list of suitable names, together with corresponding Experience Levels as required by the Contract, for each key personnel shall be provided. It shall be the clear intention of the Tenderer that the actual persons to be employed on the Contract in key positions will be drawn from the list provided in Tender Schedule P5. The Tenderer will ensure that the actual persons to be employed on the Contract in key positions are made aware of their nomination.
- b) The Tenderer should note that:
 - i. the Principal has specified in Annexure A to the Contract (Contract Details), the Experience Levels corresponding to each key position required for the Contract

- ii. if an Experience Level has not been specified for a key position, the default Experience Level for such key position based on the Prequalification Requirements of the Contract shall apply (refer to TIPDS Volume 3A Appendix B *Capability and Experience*)
 - iii. where the Tenderer did not claim an Experience Level for nominated key personnel, then the full details in accordance with TIPDS shall be included with Tender Schedule P5 for assessment
 - iv. the Principal may request, and the Tenderer shall provide, additional information that may facilitate the assessment for suitability of any or all nominated key personnel
 - v. the Tenderer shall attend any post-Tender meeting organised by the Principal to discuss any matter with respect to the Tenderer's nominated key personnel and supporting documentation provided to the Principal,
 - vi. where the nominated key personnel do not correspond with the key personnel who were given an Experience Level at prequalification, or their replacements do not have equivalent or superior Experience Levels, then the Principal may decline to consider the Tender and may take action that may result in cancellation, suspension or downgrading of the Tenderer's Prequalification Level.
- c) A simple chart showing the Tenderer's organisation structure for the Contract shall be attached to Tender Schedule P5.

31.7 Tender Schedule P6 – Critical Plant and Equipment Schedule

- a) The Tenderer shall provide, in Tender Schedule P6, a list of the types, numbers, source and availability of plant it proposes to employ on work under the Contract (Plant Schedule). The Plant Schedule shall include mobilisation and demobilisation dates for all plant listed.
- b) The Plant Schedule shall be consistent with the Tender Program, the Planned Cash Flow Schedule and the Schedule of Prices and/or the Schedule of Rates.

31.8 Tender Schedule P7 – Site Establishment and Camp Statement

The Tenderer shall provide on Tender Schedule P7:

- a) a statement detailing the major Items of cost which, when totalled, comprise the tendered amount for Site establishment and disestablishment, plus the portion of the GST included in the Schedule of Prices and/or Schedule of Rates applicable to this amount.
- b) a statement detailing the offices, amenities, workshops and other buildings which it intends to provide throughout the construction period, and
- c) where appropriate, a statement detailing the camp housing and equipment which it intends to provide throughout the construction period.

31.9 Tender Schedule P8 – Design of Reinforced Soil Structure

The Tenderer shall complete Tender Schedule P8 (if required) in accordance with Clause 34.2 of these Conditions of Tendering.

32 Project Specific Tender Schedules

32.1 Tender Schedule S1 – Quality Plan Outline

- a) This Clause 32.1 applies if Item 13A of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S1 – Quality Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S1, an outline of its Quality Plan for construction of the work under the Contract.
- c) Processes and/or procedures which are specifically nominated at the top of Tender Schedule S1 shall be described in detail in the Quality Plan Outline.

32.2 Tender Schedule S2 – Environmental Management Plan Outline

- a) This Clause 32.2 applies if Item 13B of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S2 – Environmental Management Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S2, an outline of its Environmental Management Plan which must include, at a minimum, brief details of the following for each of the elements listed in the Technical Specifications:
 - i. temporary measures to be implemented and monitored up to the Date of Practical Completion which will ensure compliance with the requirements of the *Environmental Protection Act (Qld) 1994* and the Tender Documents
 - ii. temporary and permanent measures that will mitigate against the impact of the project
 - iii. frequency and nature of the compliance testing program for environmental issues
 - iv. any measures to be implemented during the Defects Liability Period, and
 - v. Hold Points.
- c) Alternatively, where specific requirements are stated at the top of Tender Schedule S2, such requirements shall be addressed in Tender Schedule S2 – Environmental Management Plan Outline in lieu of the requirements set out in Clause 32.2(b) of these Conditions of Tendering.

32.3 Tender Schedule S3 – Traffic Management Plan Outline

- a) This Clause 32.3 applies if Item 13C of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S3 – Traffic Management Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S3, an outline of its Traffic Management Plan which must include at least brief details of:
 - i. any changes to existing traffic arrangements and their timing, including permanent and temporary traffic diversion
 - ii. any Temporary Works
 - iii. methods of communication of any traffic changes to the public
 - iv. signing and delineation
 - v. maintenance of vehicular and pedestrian access for land adjoining the Site

- vi. specific arrangements for pedestrians
 - vii. specific arrangements for installation of cross bridge girders if any, and
 - viii. traffic management inspection requirements as per Clause 7 of MRTS02 *Provision for Traffic*.
- c) Where specific requirements are stated at the top of Tender Schedule S3, such requirements shall also be addressed in the Traffic Management Plan Outline.
 - d) In addition to details required in Tender Schedule S3, the Tenderer must include details of the traffic management company or companies nominated to carry out work under the Contract, including without limitation companies engaged to provide Traffic Management Plans.
 - e) Only traffic management companies that are registered are eligible to work on state-controlled roads. To be registered, a traffic management company shall hold a certificate of registration issued by the department and be listed on the department's website.

32.4 Tender Schedule S4 – Queensland Charter for Local Content Compliance Outline

- a) This Clause 32.4 applies if Item 13D of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S4 – Queensland Charter for Local Content Compliance Outline.
- b) The Tenderer shall provide details that sufficiently address the compliance criteria listed in Tender Schedule S4.

32.5 Not used

32.6 Tender Schedule S7 – Severe Weather Management Plan Outline

- a) This Clause 32.6 applies if Item 13G (a) of the Annexure to these Conditions of Tendering specifies that the Tender must include Tender Schedule S7 – Severe Weather Management Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S7, an outline of its Severe Weather Management Plan in accordance with the Engineering Policy EP146 *Severe Weather Management Plans (SWMP)*.

If the contract value is greater than \$100M the Tenderer shall provide Severe Weather Management Plan (full plan) in accordance with Item 13G(b) of the Annexure to the Condition of Tendering.

32.7 Tender Schedule S8 – Indigenous Economic Opportunities (IEO) Plan Outline

- a) This Clause 32.7 applies if Item 13J of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S8 – IEO Plan Outline.
- b) The IEO Outline shall satisfy in all aspects the project-specific criteria described in the Principal-supplied IEO Overview and provisions stipulated in the Clause Bank (C7836.TIC), enclosed within Part 5 Additional Contract Requirements.

32.8 Tender Schedule S11 – Indigenous Participation Target Outline

This Clause applies if Item 13N of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S11 – Indigenous Participation Target Outline.

Please refer to additional Clause 16 of the Clause Bank for additional information.

32.9 Extra Criteria Tender Schedules – for Tenders with Non Price Criteria

- a) This Clause 32.9 applies if Item 13H of the Annexure to these Conditions of Tendering specifies that the Tender must include Extra Criteria (EC) Tender Schedules.
- b) The Tenderer shall provide with its Tender duly accomplished EC Tender Schedules that address all the non price selection criteria enumerated in Item 8B of the Annexure to these Conditions of Tendering.

33 Tender Schedules for alternatives designed by the Tenderer

33.1 General

- a) This Clause 33.1 applies if the Tenderer lodges an Alternative Tender in accordance with Clause 10 of these Conditions of Tendering.
- b) The Tenderer may provide with its Alternative Tender, Tender Schedules D1, D2 and D3 (or equivalent), together with other required documentation, in accordance with this Clause 33.

33.2 Tender Schedule D1 – Schedule of Prices (Alternative Design)

The Tenderer must:

- a) complete the relevant additional Schedule of Prices in Tender Schedule D1 (in the same form as required for Schedule M2 under Clause 30.3), and
- b) provide all lump sum Items and amounts necessary to complete the work under the Contract.

33.3 Tender Schedule D2 – Alternative Design

- a) The Tenderer must carry out the design (or sufficient of the design as the Tenderer deems necessary) and submit with its Tender sufficient information to enable its design to be evaluated for compliance with the Tender Documents.
- b) The submission must be made on or attached to Tender Schedule D2 and shall include, without limitation:
 - i. outline Drawings describing proposed geometry, including dimensions, drainage provision, reinforcement arrangement, and arrangement and finish
 - ii. a statement acknowledging that the design is in accordance with relevant Departmental Technical Specifications, and
 - iii. outline calculations demonstrating feasibility of proposed system.
- c) The successful Tenderer's obligation to comply with the requirements of the Contract shall not be affected by the provision of this information and the acceptance of a Tender incorporating this information.

33.4 Tender Schedule D3 – Designer of Alternative Design

The Tenderer must include, in Tender Schedule D3, at least the following information relating to the designer of the alternative design under the Alternative Tender:

- a) company name and address
- b) recent experience in relevant design
- c) name and experience of certifying designer, and

- d) name and experience of design expert.

33.5 Design and construction standards

- a) If the Tenderer's Alternative Tender includes a reduction of any of the minimum design or construction standards as set out in the Tender Documents:
 - i. it will nominate these with its Tender, and
 - ii. if requested by the Principal, seek the written approval of the Principal for the implementation of any reduced standards.
- b) If any reduced standards are accepted by the Principal:
 - i. the Defects Liability Period for the parts of the Works covered by the alternative design shall be extended to its design life
 - ii. the successful Tenderer shall indemnify the Principal against property damage as provided in Clause 17.1 of the General Conditions of Contract for the design life of the parts of the Works covered by the alternative design, and
 - iii. the successful Tenderer shall take out an additional public liability insurance policy for an amount determined by the Principal for the design life of the parts of the Works covered by the alternative design in addition to the requirements of Clause 19 of the General Conditions of Contract.
- c) Any approval, permission to use or rejection of reduced standards by the Department shall in no way limit or exclude the successful Tenderers' liabilities and obligation under the Contract.
- d) The Tenderer's attention is drawn to Clause 8.6 of the General Conditions of Contract in relation to the requirements for designs provided by the Contractor.

34 Tender Schedules for Reinforced Soil Structures

34.1 General

- a) This Clause 34.1 applies where the Works include a Reinforced Soil Structure.
- b) Terms used in Clause 34.1 are as defined in the department's Technical Specification MRTS06 *Reinforced Soil Structures*.
- c) The Tenderer must:
 - i. provide all required lump sum amounts in the Schedule of Rates (Schedule M1) or Schedule of Prices (Schedule M2) as appropriate
 - ii. carry out the design of the Reinforced Soil Structure (or sufficient of the design of the Reinforced Soil Structure as the Tenderer deems necessary), and
 - iii. submit sufficient information with its Tender to enable its design to be evaluated for compliance with the Tender Documents.

34.2 Tender Schedule P8 – Design of Reinforced Soil Structures

- a) The information required under Clause 34.2 must be included in, or attached to, Tender Schedule P8 and shall include:
 - i. the name of the approved proprietary system

- ii. outline Drawings describing proposed block geometry, including dimensions, drainage provision, reinforcement arrangement, and facing panel arrangement and finish
 - iii. an outline Specification for select fill including particle size distribution
 - iv. a statement acknowledging that the design is in accordance with the departmental Technical Specification MRTS06 *Reinforced Soil Structures*, and
 - v. outline calculations demonstrating feasibility of proposed system.
- b) The successful Tenderer's obligation to comply with the requirements of the Contract shall not be affected by the provision of this information and the acceptance of a Tender incorporating this information.

34.3 Tender Schedule M9 – Designer of Reinforced Soil Structures

The Tenderer must, in situations where a Reinforced Soil Structure (RSS) forms part of the Works, include with its Tender, on Tender Schedule M9, at least the following information relating to the Designer of the RSS:

- a) company name and address
- b) recent experience in design of RSS
- c) name and experience of certifying designer, and
- d) name and experience of geotechnical expert.

34.4 Boundary of Reinforced Soil Structure

- a) The tendered lump sum amounts for the RSS must, and shall be deemed to, include full payment for all work associated with the RSS whether within the Boundary of Reinforced Soil Structure as defined in MRTS06 *Reinforced Soil Structures* or not.
- b) The remainder of the Works will be measured up to the Boundary of Reinforced Soil Structure in accordance with the provisions of the Contract.
- c) For measurement and payment purposes, the Boundary of Reinforced Soil Structure will not be varied during the Contract.

99 Additional clauses

Refer to the Conditions of Tender Annexure Item 14A for the applicable additional clauses.

