Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

(Negotiated Guaranteed Construction Sum)

Volume 1 of 4 – Tender Requirements

Project name

__________________________________________________________________________________________

__________________________________________________________________________________________

Project number

__________________________________________________________________________________________

Guide note: Delete this guide note

The Tender Documents have been developed by Contract Services, Department of Housing and Public Works, but require completion by the project team to meet project specific requirements. Where this document is being used for a Queensland Government building project, Contract Services should be consulted in accordance with the Capital Works Management Framework.
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NOTICE TO TENDERERS

Disclaimer:

- Information provided in this Notice to Tenderers is intended to assist the Tenderer in the preparation of the Tender and may not be inclusive of all the requirements of the Tender Documents.
- The Tenderer shall not rely on it.
- The Tenderer shall ensure and satisfy itself that its Tender complies in every respect with the requirements of the Tender Documents.
- Notwithstanding any provision of the Tender Documents to the contrary, the information provided in this Notice to Tenderers does not form part of the Tender Documents and it shall not alter any requirement of the Tender Documents or any obligation, liability or right of the Tenderer, Managing Contractor or Principal.
- The Principal shall not be liable to the Tenderer for any claim, demand, action, proceeding or suit arising out of or in connection with this Notice to Tenderers or the provision of the information contained herein.

Changes to Volume 2 – Conditions of Contract

The Tenderer’s attention is drawn to the following provisions of Volume 2 – Conditions of Contract, which have been amended from previous versions of the conditions of contract that may have been used for other Queensland Government projects:

- Clause 2.1 – Definitions of Actual Construction Sum, Construction Work, Consultants Fee, GCS Offer, Off Site Overheads and Profit Fee, On Site Overheads, On Site Overheads Fee and amendments to incorporate Best Practice Principles;
- Clause 11 – GCS Offer;
- Clause 18.1 – Engagement of Consultants;
- Clause 21.2 – Construction Work;
- Clause 21.5 – Variations to Subcontracts;
- Clause 37.1 – Personnel;
- Clause 41.7 – Queensland Procurement Policy;
- Clause 49.3 – Extension of Time;
- Clause 53.4 – Valuation of Variations;
- Clause 57.2 – Payment Claims;
- Clause 58.2 – Statutory Declaration;
- Clause 59.2 – Default by the Managing Contractor; and
- Clause 64 – Records and Access to Records.

The above list is not complete nor comprehensive and does not identify all changes that may exist between Volume 2 – Conditions of Contract and any previous versions of that, or a similar document. Tenderers must not rely on the above list and are required to refer to Volume 2 – Conditions of Contract of the Tender Documents to determine the conditions of contract for the project and the obligations, rights and liabilities of the parties set out therein.
Tender Checklist

This checklist is not required to be submitted with the Tender and will not be considered as part of the Tender should it be submitted with the Tender.

Conditions of Tender Reference

1. Parties Bound ☐ Tenderer understands provision
2. Tenderer Prequalification & Registration ☐ Tender complies
3. Communication with the Principal ☐ Tender complies
4. Conditions of Tender
   4.1. Code of Tender ☐ Tender complies
   4.2. Interpretation ☐ Tenderer understands provision
   4.3. Definitions ☐ Tenderer understands provision
5. Tender Documents
   5.1. Composition and Availability ☐ Tenderer understands provision
   5.2. Addenda ☐ Tender complies
   5.3. Confidentiality ☐ Tenderer understands provision
   5.4. Discrepancies, Errors and Omissions ☐ Tender complies
6. Copyright and Intellectual Property
   6.1. Tender Documents ☐ Tenderer understands provision
   6.2. Tender ☐ Tenderer understands provision
7. General Tendering Requirements & Obligations
   7.1. Lodgement of Tender ☐ Tender complies
   7.2. Composition of the Tender ☐ Tender complies
   7.3. Tender for the works for Stage One and Stage Two ☐ Tender complies
   7.4. Alternative Tenders ☐ Tenderer understands provision
   7.5. Tenderer to Inform Itself ☐ Tenderer understands provision
   7.6. Rise and Fall ☐ Tender complies
   7.7. Quality Assurance ☐ Tender complies
   7.8. Language ☐ Tender complies
   7.9. Units of Measurement ☐ Tender complies
<table>
<thead>
<tr>
<th>Section</th>
<th>Complies/Understands Provision</th>
</tr>
</thead>
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<tr>
<td>7.10. Order of Tender</td>
<td>Tender complies</td>
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<tr>
<td>7.11. Consolidated Tender</td>
<td>Tenderer understands provision</td>
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<tr>
<td>7.12. Consultants</td>
<td>Tender complies</td>
</tr>
<tr>
<td>7.13. Costed Methodology Statement</td>
<td>Tender complies</td>
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<tr>
<td>7.14. Preferred Subcontractors</td>
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<td>8. Tenderer Warranties</td>
<td>Tenderer understands provision</td>
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<td>9. Tenderer Assessment and Tender Evaluation</td>
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<td>9.1. Principal's Discretion</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>9.2. Tender Evaluation and Assessment</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>9.3. Additional information</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>9.4. Tender Evaluation Process</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>10. Right to Information and Disclosure</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>11. Deed of Guarantee, Indemnity and Assumption</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>12. Formal Instrument of Agreement</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>13. Tenderer’s Acknowledgement</td>
<td>Tenderer understands provision</td>
</tr>
<tr>
<td>14. Collusive Arrangements</td>
<td>Tenderer understands provision</td>
</tr>
</tbody>
</table>
TENDER FORM

PROJECT TENDER INFORMATION [Project Manager to complete – DELETE GUIDENOTE]

Principal’s Nominee: __________________________ Phone: __________________________

Email: __________________________ Fax: __________________________

Tender lodgement address: The Queensland Government Tender Box C/o Decipha Pty Ltd 2 Duncan Street, West End QLD 4101

(Please ensure that your tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box)

Time for close of Tender: 2.00 pm on ………/……/20……

No. of copies of Tender: Original plus …… copies

Project Description:

(1) TENDER

To The State of Queensland through (the Principal)

I / We (Full Name in BLOCK LETTERS of Individuals or Company) being a public* / private* company incorporated in

(*delete one)

ACN: __________________________ ABN: __________________________

Registered Office Address: __________________________

QBCC License No: __________________________ PQC Registration: __________________________

Phone: __________________________ Fax: __________________________

Email: __________________________

hereby tender in respect of the following items for the above project in accordance with the terms, conditions and requirements contained in the Tender Documents as amended or clarified by Addenda numbered ………………. * inclusive. (*List all addenda, as applicable, e.g. 1, 2, 3 – not three or 3)

Without limitation, I/we acknowledge the tender warranties set out at clause 8 of the Conditions of Tender.

Warranty to Comply with Training Policy

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the training requirements of Clause 41.4 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

Ethical Supplier Threshold

(The Tender must respond to the Ethical Supplier Threshold criteria included below. Responses should only include matters from the previous 5 years, starting from 1 August 2019)

Since 1 August 2019, has the Tenderer:

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

1. contravened a civil remedy provision of Chapter 2 or Chapter 3 of the Fair Work Act 2009 (Cth), or committed an offence against the Fair Work Act?

2. contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the Industrial Relations Act 2016 (Qld), or committed an offence against the Industrial Relations Act, or failed to pay employment related levies, or other payments, established under Queensland legislation?

3. failed to make superannuation contributions on behalf of employees in accordance with law?

4. purported to treat employees as independent contractors, where they are not?

5. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?

6. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees?
7. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the Labour Hire Licensing Act 2017 (Qld), or a supplier who is an unlicensed provider under the Labour Hire Licensing Act?  
☐ Yes ☐ No

8. paid employees’ wages below those provided for in an applicable modern award?  
☐ Yes ☐ No

Warranty to comply with Queensland Procurement Policy, Ethical Supplier Threshold and Best Practice Principles

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the requirements of Clause 41.7 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

Corporation  
Where the Tenderer is related to, or is a subsidiary of, another or other corporations as defined in the Corporations Act 2001 (Cth), that (those) corporation(s) is (are) as follows:

ACN & Registered office address

Executed by:

Name of Company  
ACN

In accordance with section 127 of the Corporations Act 2001 (Cth) by:

Signed by:

Signature of Director/Secretary  
Signature of Director

Name of Director/Secretary  
Name of Director

On the …… day of …………… 20……

Privacy Statement: The Principal is collecting the personal information on this Tender Form for the purposes of tender evaluation and any subsequent contract that may arise. The information may be used in accordance with the provisions of the Tender Documents. Any personal information included on this Tender Form may be disclosed to the Tender evaluation panel and their advisors but will not be disclosed to any other third party without the Tenderer’s consent unless authorised or required by law or stipulated in the Tender Documents.
MANAGEMENT FEE

(a) Stage One – Lump sum (inclusive of GST):

(b) Stage Two – Lump sum (inclusive of GST):

OFF SITE OVERHEADS AND PROFIT FEE

(a) Stage One – Lump sum (inclusive of GST):

(b) Stage Two – Percentage, to be applied to the Actual Construction Sum:

ON SITE OVERHEADS FEE

CONSULTANTS FEE

Lump sum (inclusive of GST):

The Consultants Fee must be no less than $............................

The Consultants Fee must be no less than $.........................*

PROVISIONAL DELAY ALLOWANCE

Stage Two – Allowance (inclusive of GST):

SCHEDULE OF AGREED DAMAGES FOR DELAY BY THE PRINCIPAL

The Tenderer’s attention is drawn to Clause 50 of the Conditions of Contract. This provides for the Managing Contractor to be paid “agreed damages”, inclusive of GST, in respect of delays caused by an act or omission by the Principal, the Principal's Representative or any of the Principal's employees, consultants, other contractors or agents, where the conditions precedent set out in clause 50 have been satisfied.

The agreed damages shall be calculated by reference to a daily rate which is inclusive of GST.

The Tenderer shall price this schedule and the total of the provisional number of delay days stated multiplied by the tendered rate per day (inclusive GST) shall be the provisional delay allowance included in its Tender. Such provisional delay allowance may be taken into account in the assessment of tenders.

The Tenderer may submit multiple rates for different phases of the Construction Work where On Site Overheads for those phases are significantly different.

<table>
<thead>
<tr>
<th>Description of portion of contract to which Delay Rate applies</th>
<th>Provisional no. of delay days</th>
<th>Tendered Rate/Day (Inclusive of GST)</th>
<th>Total Provisional Delay Allowance (inclusive of GST) included in Tender</th>
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</thead>
<tbody>
<tr>
<td>Stage Two</td>
<td>..... delay days* x</td>
<td>$............./day</td>
<td>$.....................................</td>
</tr>
</tbody>
</table>

The inclusion of provisional delays in the Contract shall not be taken as an anticipatory breach and shall not prevent the Principal from exercising the Principal’s rights under the Contract or at law.

* Project Manager to insert as appropriate for the project – delete this guidenote
## TENDER FORM

### CONSULTANTS

<table>
<thead>
<tr>
<th>DISCIPLINE</th>
<th>CONSULTANT</th>
<th>DESCRIPTION OF SERVICES</th>
<th>LUMP SUM FEE Schematic Design</th>
<th>LUMP SUM FEE Developed Design</th>
<th>LUMP SUM FEE Contract Documentation</th>
<th>LUMP SUM FEE Construction</th>
<th>LUMP SUM FEE Post Construction</th>
<th>TOTAL LUMP SUM CONSULTANTS FEE</th>
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<tr>
<td>Architects &amp; Primary Consultants</td>
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<td>Attach additional information in accordance with the Tender Evaluation Criteria</td>
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</table>

**TOTAL LUMP SUM CONSULTANTS FEE**

$…………...........
CONDITIONS OF TENDER

1. PARTIES BOUND

By receiving a copy of the Tender Documents or submitting a Tender in response to the Invitation to Tender and Tender Documents, a party agrees and the Principal agrees to be bound by and shall comply with the terms of the Tender Documents.

2. TENDERER PREQUALIFICATION AND REGISTRATION

As a condition of the Invitation to Tender and a condition precedent to the consideration, evaluation and acceptance of the Tender, the Tenderer is required to hold status as either:

(a) a “Registered Tenderer” with the Department of Housing and Public Works; or

(b) a Registered Pre-Qualified Tenderer with the Queensland Department of Housing and Public Works Prequalification (PQC) System for the PQC Rating and Registration Category relevant to the proposed Contract,

as stated in the Invitation to Tender, prior to being issued Tender Documents and at the Time for close of Tender and at the Date of Acceptance of Tender.

3. COMMUNICATIONS WITH THE PRINCIPAL

Unless otherwise agreed with the Principal’s Nominee identified in the Tender Form, all communications between the Tenderer and the Principal upon which the Tenderer intends to rely for the purposes of its Tender shall be in writing and addressed to or issued by the Principal’s Nominee.

The Principal will not be bound by, and the Tenderer may not rely upon, any oral advice or information nor any written advice or information provided by any person other than the Principal’s Nominee.

The Tenderer shall not communicate with any person or corporation who is the intended owner, occupant, operator or manager of the facility the subject of the Tender except with the express permission of the Principal’s Nominee.

4. CONDITIONS OF TENDER

4.1. Code of Tendering

The Principal has adopted AS4120-1994 Australian Standard Code of Tendering, as amended by the Tender Documents, as its code of tendering provided that to the extent of any inconsistency between AS4120-1994 and any other document comprising the Tender Documents the other document shall prevail and (without limitation) particulars of project funding arrangements are confidential to the Principal and the Principal will not be providing particulars of project funding arrangements to Tenderers contrary to AS4120-1994.

4.2. Interpretation

Meanings assigned to words and expressions in the Conditions of Contract shall apply to those words and expressions in the Tender Documents.

The clause, sub clause, paragraph and sub-paragraph headings in the Conditions of Tender shall not form part of the Conditions of Tender and shall not be used in the interpretation of the Conditions of Tender.

If any part of the Conditions of Tender is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Conditions of Tender will not be affected and the Conditions of Tender will read as if the part had been deleted.
4.3. Definitions

The following definitions shall have effect in respect of the Conditions of Tender only.

In addition to the words and terminology contained in the Conditions of Contract, except where the context otherwise requires:

(a) “Alternative Tender” means a Tender which:
   (i) does not comply in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; or
   (ii) contains provisions not required or not allowed by the Tender Documents.

(b) “Conforming Tender” means a Tender on the basis of the Tender Documents for the execution of the whole of the Works in accordance with the Tender Documents and which:
   (i) complies in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; and
   (ii) does not contain provisions not required or not allowed by the Tender Documents.

(c) “Electronic tender system” refers to:
   (i) the Department of Housing and Public Works QTender;
   (ii) the Department of Housing and Public Works Building and Asset Services eTender; or
   (iii) another Information System, specified in the Tender Form.

(d) “Ethical Supplier Threshold” means the Ethical Supplier Threshold described in the Queensland Procurement Policy;

(e) “Information System” means a system for generating, sending, receiving, storing or otherwise processing electronic communications.

(f) “Intellectual Property Rights” means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

(g) “Invitation to Tender” means either:
   (i) the invitation, notified directly to an Invited Tenderer by the Principal, to submit a Tender for the performance of the work under the Contract; or
   (ii) a public notice or advertisement of the invitation by the Principal to parties to submit a Tender for the performance of the work under the Contract.

(h) “Invited Tenderer” means a party who:
   (i) the Principal invited to submit a Tender either:
      (A) directly by invitation pursuant to clause 4.3(f)(i); or
      (B) indirectly by invitation pursuant to clause 4.3(f)(ii); and
   (ii) satisfied the conditions of the Invitation to Tender and the Conditions of Tender at the time of Invitation to Tender and at the time for close of Tender.

(i) “Minimum Consultancy Services” are those stated in Schedule 5 to the Conditions of Contract.

(j) “Moral Rights” are moral rights granted to creators under the Copyright Act 1968 (Cth) and any similar rights existing under foreign laws.
(k) “Principal’s Nominee” means the person identified in the Tender Form.

(l) “Queensland Procurement Policy” means the Queensland Government policy titled "Queensland Procurement Policy 2018" or any policy which replaces that policy;

(m) “Tender” means an offer submitted by a Tenderer and includes the documents and details submitted by a Tenderer referred to in:
   (i) clause 7.2 (Composition of the Tender);
   (ii) clause 9 (Tenderer Assessment and Tenderer Evaluation); and
   (iii) all other documents and information submitted by the Tenderer unless expressly excluded pursuant to the terms of the Tender Documents.

(n) “Tenderer” means a party who submitted a Tender in response to the Tender Documents and includes an Invited Tenderer.

(o) “Tender lodgement address” means the address described as such in the Tender Form.

5. TENDER DOCUMENTS

5.1. Composition and Availability

(a) “Tender Documents” comprise:
   (i) The Invitation to Tender;
   (ii) Volume 1 of 4 – Tender Requirements, including the Tender Form and these Conditions of Tender;
   (iii) Volume 2 of 4 – Conditions of Contract;
   (iv) Volume 3 of 4 – Conditions of Contract – Schedules;
   (v) Volume 4 of 4 – Project Brief;
   (vi) the Code of Tendering (AS4120-1994) as amended by these Conditions of Tender;
   (vii) any other documents provided to tenderers by the Principal for the purpose of tendering; and
   (viii) any documents or parts of documents expressly referred to in the Tender Documents;

but excluding the Notice to Tenderers and any other document or part thereof which is expressly stated to be excluded from the Tender Documents.

(b) To the extent of any discrepancy or inconsistency between these Conditions of Tender and AS4120-1994, these Conditions of Tender shall prevail.

(c) An electronic copy of the Tender Documents (excluding AS4120-1994) is available at the electronic address stated in the invitation to tender.


5.2. Addenda

The Principal may at any time issue amendments to the Tender Documents. Such amendments shall be:

(a) issued in writing;

(b) issued to all Invited Tenderers; and

(c) identified as an addendum to the Tender Documents.
5.3. **Confidentiality**

(a) All information contained in the Tender Documents which is not in the public domain is to be treated as confidential ("Confidential Information"). Confidential Information contained in the Tender Documents is only to be used for the purpose of preparing a Tender in response to the Invitation to Tender and the Tender Documents.

(b) A party issued with Tender Documents:

(i) must ensure that only appropriate employees have access to the Confidential Information. In all such cases, the party is to inform such employees of the confidential nature of the information and that it must not be disclosed.

(ii) must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever for any reason, or use or permit it to be used directly or indirectly for any reason.

(iii) fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of disclosure or unauthorised use of Confidential Information by the party, its employees and agents.

5.4. **Discrepancies, Errors and Omissions in the Tender Documents**

Should the Tenderer:

(a) find any discrepancy, error or omission in the Tender Documents; or

(b) have any doubt as to the meaning of any portion of the Tender Documents

it shall forthwith notify the Principal’s Nominee in writing requesting clarification. Any clarification by the Principal’s Nominee shall be valid only if issued in writing and may be issued to all Invited Tenderers.

6. **COPYRIGHT AND INTELLECTUAL PROPERTY**

6.1. **Tender Documents**

The Tender Documents shall at all times remain the property of the Principal.

All rights of intellectual property, including copyright, in the Tender Documents and other documents supplied to the Tenderer by or on behalf of the Principal are the property of the Principal and shall not be used by the Tenderer for purposes other than the preparation of the Tender except with the prior written approval of the Principal.

6.2. **Tender**

(a) All material of any nature whatsoever submitted as the Tender, with the Tender or in relation to the Tender shall remain the property of the Principal.

(b) The Tenderer fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Principal alleging that the material contained in the Tender or acts by the Principal in relation to the Principal’s use of the Tender material infringe any Intellectual Property Rights of that third party.

(c) Intellectual Property Rights in all material submitted by the successful Tenderer in its Tender, is hereby assigned to the Principal upon acceptance of the Tender.

(d) To the extent that any material submitted in the successful Tender is the subject of pre-existing Intellectual Property Rights of third parties, the successful Tenderer shall procure an assignment of all such Intellectual Property Rights to the Principal.

(e) The Tenderer shall procure all necessary consents or waivers from creators in respect of Moral Rights to allow the Principal to do or authorise any acts or omissions in relation to material submitted by the successful Tenderer in its Tender.
7. GENERAL TENDERING REQUIREMENTS & OBLIGATIONS

7.1. Lodgement of Tender

(a) The Tender is required to be submitted to the Tender lodgement address stated in the Tender Form.

(b) For electronic Tenders:

(i) Subject to clause 7.1(b)(iii), the Tender shall be submitted in electronic Microsoft Word, Excel or PDF format delivered to the electronic tender system indicated on the Tender Form at “Tender lodgement address”.

(ii) The Tender shall be deemed to have been delivered to the electronic tender system designated to receive the electronic communications at the date and time stated on the electronic receipt issued to the Tenderer. Any Tender, or part thereof, that has not been delivered to the designated electronic tender system before the specified closing time may be rejected at the discretion of the Principal.

(iii) In the event of:

(A) a technical failure of the Tenderer’s Information System or of the Principal’s electronic tender system, resulting in an inability to submit the Tender in electronic format as required by clause 7.1(b)(i); or

(B) a failure of the Principal’s electronic tender system to issue an electronic receipt to the Tenderer acknowledging receipt of an electronic Tender from the Tenderer of an electronic Tender in accordance with clause 7.1(b)(i);

the Principal's Nominee may, on request by the Tenderer, allow the Tender to be submitted in either hardcopy format, in a sealed envelope, delivered to the tender box location advised by the Principal’s Nominee, or by email, to the email address advised by the Principal’s Nominee.

(iv) If a hardcopy or email Tender is submitted pursuant to clause 7.1(b)(iii), the Tender shall:

(A) include the name of the project and tender number, the closing date and time for receipt of Tenders and the Tenderer’s name and address;

(B) state the clause 7.1(b)(iii) event that caused the Tender to be submitted by hardcopy or email; and

(C) be lodged in the tender box at the location advised by the Principal’s Nominee by being placed therein or received by email to the advised email address, before the time specified for the closing of Tenders. Hardcopy or email Tenders not in the tender box or email inbox respectively, before the specified closing time may be rejected at the discretion of the Principal.

(c) For hardcopy Tenders:

(i) The Tender shall be submitted in hardcopy format in a sealed envelope, addressed and delivered to the Tender lodgement address stated in the Tender Form.

(ii) The Tender shall be delivered to the Tender lodgement address by the Time for close of Tender stated in the Tender Form.

(iii) If the Tender, or part thereof, is not delivered to the Tender lodgement address by the Time for close of Tender, it may be rejected at the discretion of the Principal no matter what the reason for the late lodgement.

(iv) Franking machine stamps will not be accepted by the Principal as proof of the date and time of dispatch of a Tender received after the Time for close of Tender.

(v) A Tender received by a means other than that expressly provided for in these Conditions of Tender will not be considered.
(vi) The Tenderer shall submit all information required pursuant to Schedule 2 to the Conditions of Tender as part of the Tender.

(vii) It is the responsibility of the Tenderer to ensure that the Principal is fully aware of the Tenderer’s capabilities and shall submit as part of the Tender all information the Tenderer considers necessary to demonstrate its capabilities.

7.2. **Composition of the Tender**

(a) The Tenderer shall lodge as the Tender:

(i) all:

   (A) Tender Forms, and
   
   (B) relevant Schedules and other parts of the Tender Documents which are required to be completed by the Tenderer,

   fully and accurately completed;

(ii) the details identified in the Evaluation Criteria, if any, and required elsewhere in the Tender Documents; and

(iii) all other information the Tenderer considers necessary to demonstrate its capabilities pursuant to subclause 9.2 (Evaluation Criteria) and necessary to clarify its Tender.

(b) Where a schedule of technical details is required to be lodged as part of the Tender, the Tenderer shall, when requested by the Principal, promptly provide such additional information, by way of further details, illustrations, catalogues, brochures and the like, as may be necessary to fully describe the Tender.

(c) the Tenderer shall:

(i) sign the Tender personally or, affix its common seal on the Tender Forms in the manner prescribed in its articles of association or otherwise have the Tender formally and appropriately signed; and

(ii) have the Tender witnessed and dated,

where ever such provision is made.

(d) For electronic Tenders, the original Tender shall be submitted electronically as specified in the Tender Form.

(e) For hardcopy Tenders, an original Tender, marked "original", plus two (2) complete copies (unless otherwise specified in the Tender Form) of the original Tender shall be enclosed in a sealed envelope or container, endorsed with:

(i) the name of the work tendered for;

(ii) the Tenderer's name and address;

(iii) the Time for close of Tender; and

(iv) the Tender lodgement address .

(f) The Tenderer will execute, and will ensure relevant parties execute, all documents and all acts and things required by the Principal for the purposes of giving effect to these Conditions of Tendering.

(g) The Tenderer shall provide such evidence as the Principal may require in relation to the due execution of the Tender.
7.3. **Tender for the works in respect of Stage One and Stage Two**

It should be noted that if the Tenderer is successful then the Principal shall engage the Managing Contractor:

(a) to execute and complete the work required during Stage One; and

(b) only if the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.2.1(a) of the Conditions of Contract, to execute and complete the work required during Stage Two.

However, for the avoidance of doubt and notwithstanding any other provision of the Conditions of Tender, there shall not be any award of a Contract in respect of Stage Two, unless and until the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.2.1(a) of the Conditions of Contract.

Tenders are invited on the basis of the Tender Documents.

7.4. **Alternative Tenders**

The Tenderer may, before the Time for close of Tender, submit an Alternative Tender.

7.5. **Tenderer to Inform Itself**

(a) The Tenderer shall satisfy itself that it is a bona fide Invited Tenderer.

(b) The Tenderer shall carry out all relevant investigations, examine, acquaint and satisfy itself with and make due allowance in the Tender for:

(i) the completeness of the Tender Documents;

(ii) all information which is relevant to the risks, contingencies and other circumstances which could affect the Tender and any subsequent contract and which is obtainable by making reasonable enquiries;

(iii) the extent and nature of all services including but not limited to temporary services necessary to ensure the continuing operation of any existing facility;

(iv) the requirements of Authorities having jurisdiction over the Works;

(v) the Site and its surroundings including without limitation:

   (A) all relevant physical conditions above, upon and below surface of the Site and the climatic conditions at and near the Site,

   (B) the means of access to and from the Site,

   (C) facilities at the Site, and

   (D) transport facilities for deliveries to the Site;

(vi) the nature of the work, Constructional Plant and material necessary for the execution of the work under the Contract;

(vii) the correctness and sufficiency of its Tender and that the Tender includes allowance for the cost of performing all the obligations and covenants of the Managing Contractor under the Contract and the cost of completing the work under the Contract in accordance with the terms and conditions of the Contract.

7.6. **Rise and Fall**

The Tenderer shall ensure that the Tender includes all allowances in respect of cost adjustment (Rise and Fall) and escalation in accordance with the Tender Documents.
7.7. **Quality Assurance**

The Tenderer shall submit with the Tender evidence satisfactory to the Principal that the Tenderer can comply with the Quality Assurance requirements of the proposed Contract.

7.8. **Language**

The Tender shall be in the English language. Any documents forming part of the Tender which are in a language other than English shall be accompanied by a translation.

7.9. **Units of Measurement**

Measurements and quantities shall be consistent with the Weights and Measures (National Standards) Act 1960-1966, and as amended from time to time, or in the absence of any specification therein in accordance with the Australian Metric Tables and Australian Standard AS1000 - The International System (SI) and its application.

7.10. **Order of Tender**

Where practical, the Tender shall be in a bound document. The order of documents making up the Tender shall be:

(a) the Tender Forms; followed by

(b) the information listed in the tender evaluation criteria contained in the Tender Documents if any (in the order listed).

7.11. **Consolidated Tender**

(a) The Principal may invite the Tenderer to resubmit to the Principal its Tender in the form of a consolidated Tender.

The Principal may accept a consolidated Tender.

The form of the consolidated Tender shall be:

(i) a complete copy of the original Tender including the Tender Documents together with:

   (A) all amendments to the original Tender agreed between the Principal and the Tenderer since the submission of the original Tender clearly noted thereon, and

   (B) a letter confirming that the original Tender, amended as aforesaid constitutes the Tenderer’s consolidated Tender; or

(ii) copies of Schedules as may have been submitted by the Tenderer in the original Tender or at any time after the submission of the original Tender as the Principal may require:

   (A) duly revised to incorporate all amendments agreed by the Principal and the Tenderer since the submission of the original Tenderer, and

   (B) clearly marked as superseding all corresponding Schedules previously submitted by the Tenderer, together with:

   (C) a letter confirming that the original Tender as amended to incorporate the revised Schedules and any addenda issued by the Principal since the submission of the original Tender constitutes the consolidated Tender.

(b) If requested by the Principal the Tenderer shall provide to the Principal, at no cost to the Principal, three additional copies of the Consolidated Tender.

The Principal shall provide to the Tenderer three additional copies of the Tender Documents and all addenda issued after the submission of the original Tender as considered appropriate by the Principal.
7.12. **Consultants**

(a) Where consultants have been listed in Schedule 1 to the Conditions of Tender, the Tenderer shall select from, and include in its Tender, allowance to engage consultants selected from those listed for the provision of the Minimum Consultancy Services stated in Schedule 5 to the Conditions of Contract, and any services in addition to the Minimum Consultancy Services to fulfil its obligations under the Contract.

(b) Pursuant to the Conditions of Contract, the Managing Contractor may engage consultants other than those listed for services in addition to the Minimum Consultancy Services.

(c) Notwithstanding this clause 7.12 and Schedule 1 to the Conditions of Tender, the Tenderer shall undertake its own:

(i) investigations;

(ii) negotiations;

(iii) confirmations; and

(iv) arrangements

in respect of all consultancy services required by the Managing Contractor to fulfil the obligations of the Managing Contractor under the Contract and shall make all necessary allowances in its Tender.

(d) The Tenderer shall identify at item 8 of the Tender Form:

(i) All consultants that the Tenderer, as Managing Contractor, will engage to provide the Minimum Consultancy Services stated in Schedule 5 to the Conditions of Contract; and

(ii) The scope of consultancy services in addition to the Minimum Consultancy Services the Tenderer, as Managing Contractor, will require to fulfil its obligations under the Contract, together with the names of the consultants intended to be engaged to provide those additional consultancy services; and

(iii) The respective Consultants’ fees.

If the Tenderer’s Tender is accepted by the Principal, the Tenderer acknowledges that if the Principal has paid to a Consultant identified at Schedule 1 to the Conditions of Tender, any fees included in the minimum Consultants Fee identified on the Tender Form, the Tenderer agrees that the tendered lump sum Consultants Fee accepted by the Principal will be adjusted by the Principal’s Representative and reduced by the amount of the additional fees paid by the Principal after issuance of the Tender Documents and prior to acceptance of a Tender.

(e) The Tenderer’s acceptance of the consultants listed in Schedule 1 to the Conditions of Tender (if any) and Minimum Consultancy Services (if any) is prerequisite to the submission of a Tender and subsequent consideration and acceptance of a Tender by the Principal.

(f) The Principal’s requirements in respect of consultancy agreements are stated in clause 18 of the Conditions of Contract.

7.13. **Costed Methodology Statement for On Site Overheads and Management Fee**

The Tenderer must include in its Tender a costed methodology statement for On Site Overheads and for those resources included in the Management Fee, showing full details and individual costings of personnel and other items, that have been allowed by the Tenderer in its Tender for the On Site Overheads Fee and Management Fee respectively. The Tenderer acknowledges that regard may be had to the Tenderer's costed methodology statement for On Site Overheads, and resources included in the Management Fee, in the evaluation of the Tenderer's Tender, in addition to any evaluation criteria, and in the administration of the Contract.
7.14. **Preferred Subcontractors**

If the Tenderer wishes to involve preferred subcontractors for particular trade packages during Stage One, the Tenderer must identify those subcontractors in its Tender and, if the Principal requires, such preferred subcontractors are to be registered on the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors (‘PQC System’) and have a PQC level of 3 or 4 prior to any engagement by the Tenderer, should its Tender be accepted, in connection with the work under the Contract.

8. **TENDERER WARRANTIES**

(a) In lodging the Tender, the Tenderer warrants that:

(i) the Tenderer is in all respects an independent Tenderer and that no collusion has taken place between the Tenderer and any other prospective tenderer or interested party in the preparation of the whole or any part of the Tender;

(ii) that the Tenderer has:

   (A) carried out all relevant investigations of, and

   (B) examined, acquainted and satisfied itself with, and

   (C) made the necessary allowance in the Tender for

   all things in accordance with sub-clause 7.5 of these Conditions of Tender;

(iii) further to the warranties in clause 8(a)(ii) of the Conditions of Tender, the Tenderer has satisfied itself of the adequacy and sufficiency of the Project Construction Cost Estimate for the performance of the work to be required under the Contract having regard to the Tender Documents;

(iv) all information contained in the Tender is accurate;

(v) it shall maintain the skill and expertise necessary to complete the work under the Contract for the duration of the Contract;

(vi) all persons nominated in the Tender as key personnel will remain working on the project to the extent indicated in the Tender for as long as the persons work for or are employed by the Tenderer unless the Principal otherwise consents in writing;

(vii) it will maintain at adequate levels for the duration of the Contract all resources required for the proper completion of the Work under the Contract in accordance with the Contract including but not limited to:

   (A) skilled personnel,

   (B) finance,

   (C) materials,

   (D) Constructional Plant, and

   (E) office and factory buildings and facilities;

(viii) the Intellectual Property Rights to be assigned to the Principal do not and will not infringe the Intellectual Property Rights of any person;

(ix) it, and any consultants the Tenderer proposes to engage or has engaged, have the necessary experience, skill and expertise to perform and complete the work under the Contract as evidenced by the Tender;
(x) it will fulfil all obligations offered in the Tender, including without limitation the Tenderer’s non-price criteria offers;

(xi) it will fulfil all obligations required in respect of Queensland Government policies;

(xii) it will give the Principal prior notice of any likely change in circumstances in respect of this clause 8; and

(xiii) it will comply with the Ethical Supplier Threshold.

(b) The Tenderer agrees that the foregoing warranties shall form part of the proposed Contract and a breach of any of the foregoing warranties shall be a substantial breach of Contract under the proposed Contract.

9. TENDERER ASSESSMENT AND TENDER EVALUATION

9.1. Principal’s Discretion

(a) The Principal shall not be bound to consider or accept a Tender lodged by a party who is not a bona fide Invited Tenderer.

(b) Notwithstanding the evaluation of Tenders (if any) in accordance with clause 9.2 herein, the Principal may in its absolute discretion and at any time accept, or decline to accept, any Tender.

(c) Without derogating from the provisions in clause 9.1(b), the Principal may, in its absolute discretion, decline to evaluate any Tender that it has determined to be an Alternative Tender.

(d) The Principal shall not be liable for payment of any costs of any nature whatsoever, nor liable for any claim for damages against the Principal by the Tenderer in relation to the preparation, submission or any negotiation of the Tender. All costs of tendering shall be borne by the Tenderer.

9.2. Evaluation and Assessment

(a) The Principal shall evaluate Conforming Tenders in accordance with the tender evaluation criteria contained in Schedule 2, or in the absence of any tender evaluation criteria, on the basis of best value for money for Government.

(b) The Principal, if it determines to evaluate an Alternative Tender, shall evaluate such Alternative Tender on the basis of best value for money for Government which may, or may not, be the tender evaluation criteria contained in the Tender Documents.

(c) Where both Conforming and Alternative Tenders have been evaluated, the Principal may select a Tenderer which on a view of all circumstances represents the best value for money for Government.

(d) Without limiting the generality of paragraph 9.1(b), and notwithstanding that the Tenderer complies with clause 2, the Tenderer acknowledges and agrees that:

(i) The Principal has not at the time of inviting tenders satisfied itself as to the Tenderer’s financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.

(ii) The Principal may undertake an assessment or further assessment of, without limitation, the Tenderer’s financial capacity to satisfactorily complete the work under the Contract. The Principal may engage a third party to undertake such assessment or further assessment.

(iii) The Tenderer shall provide to the Principal, or a third party nominated by the Principal, within the time stipulated by the Principal all information requested in relation to the performance capability, past performance record and financial capacity of the Tenderer to undertake and complete the work under the Contract. A failure to provide the requested information within the time stipulated may result in a decision by the Principal that the Tenderer does not have sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.

(iv) The Principal may decline to consider or accept a Tender from a Tenderer who:
(A) has not been able to satisfy the Principal that it has sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms; or
(B) prior to the award of tender, does not hold a Certificate of Prequalification, or is not appropriately registered for the work the subject of the Tender, pursuant to the prequalification (PQC) system current at the time and date of closing of tenders.

(v) The Principal in its absolute discretion may, as a pre-requisite to the further consideration and acceptance of the Tender require the Tenderer to agree in writing, as part of the Tender, to provide additional security pursuant to sub-clause 9.2 of the Conditions of Contract.

(e) Information relating to the financial capacity of the Tenderer to complete the work under the Contract that may be held by any Government Department or Instrumentality may be made available to the Principal for its information and may be taken into account in assessing the financial capacity of the Tenderer.

(f) The Tenderer shall not tender alternative Construction Bonus schemes.

(g) Information relating to the Tenderer relevant to the evaluation criteria that may be held by any Government Department or Instrumentality, such as Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission, may be obtained by or made available to the Principal for its information and verification, and may be taken into account in assessing the Tender response.

9.3. Additional Information

(a) The Tenderer shall upon request assist the Principal in its evaluation of the Tender and assessment of the Tenderer's performance and financial capabilities by providing such further information, documents or evidence as requested.

(b) Prior to or after the Time for close of Tender the Principal may require the Tenderer to make a presentation to the Principal and the Principal's agents of the proposals contained in the Tender.

9.4. Tender Evaluation Process

(a) In the evaluation of Tenders (if any) in accordance with clause 9, the Principal may, without being under any obligation to do so, in its absolute discretion and at any time:

(i) seek clarification in respect of any aspect of a Tenderer's Tender;

(ii) shortlist or prefer any one or more Tenderers; and

(iii) discuss or negotiate with, or receive presentations, further submissions or best and final offers from, any one or more Tenderers in respect of their Tender, in such manner, and as to such aspects of the Tender, as the Principal determines, including prices.

(b) The provisions of clause 9.4 and any exercise by the Principal of its rights under clause 9.4:

(i) is without prejudice to any other rights of the Principal;

(ii) apply notwithstanding clause 6.6 of AS4120-1994;

(iii) except to the extent notified otherwise by the Principal in writing, are subject to the other express provisions of these Conditions of Tender;

(iv) shall not give rise to any representation by the Principal as to the acceptability or otherwise of any Tender;

(v) shall not preclude the Principal from at any time considering or accepting any Tender (whether or not the subject of the exercise by the Principal of its rights under clause 9.4);

(vi) shall not give rise to any obligation (implied or otherwise) on the Principal except to the extent expressly provided in these Conditions of Tender or notified by the Principal in writing.
(c) Except to the extent the Principal expressly agrees otherwise, the provisions of these Conditions of Tender shall continue to apply to any process which the Principal may undertake under clause 9.4 in connection with the evaluation of Tenders.

10. **RIGHT TO INFORMATION AND DISCLOSURE**

(a) The Right to Information Act 2009 (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.

(b) Information contained in a Tender is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Principal pursuant to the RTI Act, the Tenderer accepts that any information provided in its Tender, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.

(c) Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on the Queensland Government Marketplace website or by any other means, Contract information including:

(i) the name and address of the Principal and the successful Tenderer;

(ii) a description of the goods and/or services to be provided pursuant to the Contract;

(iii) the date of award of Contract (including the relevant stages if the Contract involves more than one stage);

(iv) the Contract value (including the value for each stage if the Contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of tenders);

(v) the procurement method used; and

(vi) for contracts with a value over $10 million, the Contract, or summary information in respect of the Contract, between the Principal and the Contractor.

11. **DEED OF GUARANTEE, INDEMNITY AND ASSUMPTION**

Where the Tenderer is a related or subsidiary corporation (as defined in the Corporations Act 2001(Cth)) the Tenderer shall, within 14 days after receiving a written request from the Principal, provide a Deed of Guarantee, Indemnity and Assumption, in a form acceptable to the Principal, by the corporation to which the Tenderer is a related or subsidiary corporation duly executed and enforceable.

The form of Deed of Guarantee, Indemnity and Assumption included in the Tender Documents is acceptable to the Principal.

12. **FORMAL INSTRUMENT OF AGREEMENT**

The successful Tenderer and the Principal shall execute a Formal Instrument of Agreement in accordance with the Conditions of Contract. Until a Formal Instrument of Agreement is executed by the parties in accordance with the Contract, documents evidencing the parties' consensus shall constitute the Contract.

13. **TENDERER’S ACKNOWLEDGEMENT**

The Tenderer acknowledges that notwithstanding:

(a) the submission of Tender fees for the performance of Stage Two, as part of its Tender; and

(b) references throughout the Tender Documents to Stage Two,
the Contract to be let upon acceptance of any Tender is for the performance of Stage One only. The scope of work under the Contract may be extended for the performance of Stage Two only if the Principal accepts the Managing Contractor’s GCS Offer pursuant to clause 11.3.1(a) of the Conditions of Contract.

14. COLLUSIVE ARRANGEMENTS

The Tenderer warrants that in submitting its Tender, except as expressly disclosed in its Tender:

(a) it has no knowledge of the tender price of any other tenderer, nor has it communicated with any other tenderer in relation to the Tenderer’s tender price, or a price above or below which a tenderer may tender (excluding any pricing advised by the Principal), nor has it entered into any contract, arrangement or understanding with another tenderer to the effect that the Tenderer or another tenderer will tender a non-competitive price, for the work the subject of the Tender, at time of submission of its Tender;

(b) it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its Tender or any contract that may be entered into consequent thereon;

(c) it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer, nor received any money or allowance from or on behalf of any other tenderer, relating in any way to its Tender or any contract that may be entered into consequent thereon.

In addition to any other actions the Principal may take, any breach of the warranties given in this clause 14 will result in a review of the Tenderer’s PQC registration status.

15. ETHICAL SUPPLIER THRESHOLD

The Tenderer must comply with the Ethical Supplier Threshold and the Tenderer must complete the Ethical Supplier Threshold questionnaire on the Tender Form. Any response indicating non-compliance with the Ethical Supplier Threshold criteria will result in the Tender not being considered as a Conforming Tender.
Tenderers must note that:

(a) if the Tenderer is awarded a Contract, the Principal will, in accordance with the Prequalification (PQC) System, prepare and submit performance reports to the PQC Registrar. The performance reports may include, amongst other things, information regarding:

(i) achievements or compliance with representations made in response to evaluation criteria listed in Schedule 2 to the Conditions of Tender;

(ii) compliance with any legislation relating to workplace health and safety, industrial relations, taxation and workers compensation legislation; and

(iii) compliance with the provisions of the Contract, including those clauses concerning Collusive Arrangements (clause 6), Subcontracting (clause 21), Occupational Health and Safety Audit (clause 26.2); Apprentice/Trainee Policy (clause 41.4), Site Personnel Register (clause 41.5) and Payment of Workers and Subcontractors (clause 58);

(b) the Queensland Government has published a document entitled “Building and construction Code of Practice 2000”, previously entitled “Queensland Code of Practice for the Building and Construction Industry” (the Code of Practice). Tenderers are reminded that by being registered pursuant to the Prequalification (PQC) System they have provided an undertaking that they will abide by the Code of Practice;

(c) an adverse performance report or non-compliance with the Code of Practice will result in a review of the Contractor’s PQC registration status.
### SCHEDULE 1 – Consultants

**Conditions of Tender clause 7.12**

If more than one consultant is listed for a discipline, the Tenderer is to select from the list.

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<tr>
<th>DISCIPLINE</th>
<th>CONSULTANT</th>
<th>MINIMUM FEE</th>
<th>ARRANGEMENTS MADE BY PRINCIPAL</th>
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SCHEDULE 2 – Tender Evaluation Criteria

**General**

The Tenderer must be able to prove and demonstrate ability against each of the criteria. If, in the opinion of the Principal, the Tenderer in any of the criteria fails to demonstrate a satisfactory ability in relation to that criterion, the Principal may decline to further evaluate the Tender. Without limiting the foregoing, if the Tenderer receives a point score less than 50% of the highest possible point score for a given criterion, the Principal in its absolute discretion may decline to further evaluate the Tender.

The Tenderer must demonstrate that its Tender represents value for money.

- Without derogating from the provisions of clause 9.1(b) of the Conditions of Tender, the Principal may, in its absolute discretion, decline to evaluate any Tender that includes tendered fees that are 15% lower than the tendered fees of the next lowest Tender.
- For tender evaluation purposes only, the tendered Off Site Overheads and Profit Fee for Stage Two (expressed as a percentage) will be applied to the Principal's project construction cost estimate contained in the Project Brief.

### Detailed Criteria

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<th>Criteria</th>
<th>Points (Out of 30)</th>
<th>Issues to be Considered</th>
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**Tender Submission**

Tenderers are requested to focus the main body of their proposals on explaining how their experience, capability and more importantly, how nominated teams are most likely to achieve the project objectives and satisfy the respective selection criteria.

Submissions should seek to be concise. Verbose and repetitive information within reports is to be avoided.

The proposal should be no more than 50-55 pages in length in a font size no less than 11 point normally spaced. Supporting documentation provided in attachments, other than curriculum vitae or those specifically requested, may not be read and will not be evaluated. Curriculum vitae for nominated key personnel are to be limited to a one page summary per person maximum.

Tenders should provide an executive summary overview of the key features of the tender. It should be a maximum of two pages in length and may be in addition to the 50-55 page limit.

Referees must be a third party independent of the tenderer. Provide current contact details.

**Quality Premium Adjustment of Tender Prices**

For the purposes of tender evaluation only, the price of each tender will be adjusted by application of a quality premium calculated as follows:

- Weighted Score for each non price criterion = Tenderer’s criterion score (0-5)/5 (or such other applicable scoring range) x weighting (0-10) (or such other weighting)
- Weighted Sum = sum of all non price criterion Weighted Scores
- Weighted Sum Margin = Tenderer’s Weighted Sum –the Weighted Sum of the Tenderer with the lowest Weighted Sum
- Quality Premium for each tender = tender fee estimate x Weighted Sum Margin / (100-weighting)

For the purposes of the tender evaluation only, the Quality Premium thus established for each tender will be subtracted from the tendered price of that tender and the tenders compared accordingly.
Costed Methodology Statement

Pursuant to clause 7.13 Tenderers are to provide a costed methodology statement for On Site Overheads and Management Fee with their Tender.