QUEENSLAND RAIL LIMITED

MAJOR BUILDING AND CONSTRUCTION CONTRACT

CONDITIONS OF TENDERING

1. DEFINITIONS

In these Conditions:-

“Contract” means an agreement entered into between the Principal and the successful Tenderer.

“Contractor” means the entity who contracts to execute the Works.

“Officer” means any officer or employee of the Principal or any other person engaged by the Principal in relation to a Contract or any part thereof.

“Personal Information” means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“Principal” means Queensland Rail Limited (ACN 132 181 090), a Company registered in Australia carrying on business in accordance with the Corporations Act 2001, having its Registered Office at Floor 14, Railcentre 1, 305 Edward Street, Brisbane, Queensland 4000 and includes its employees, servants and agents.

“Tender” means the Contractor’s offer to the Principal to undertake the Works.

“Tender Documents” includes the Tender Form, Schedule of Rates (if any), Bill of Quantities (if any), these Conditions of Tendering, Supplementary Conditions of Tendering (if any), the Specification, General Conditions and Special Conditions of Contract, Plans and Drawings (if any), and any addenda thereto.

“Tenderer” means the entity submitting a Tender.

“Specification” means the document described as such in these terms and includes any Addenda thereto.

“Works” means the work described in the Tender Documents.

2. GENERAL

1) This Tender is for the Works described in Annexure A.

2) Tenders shall be submitted on the Tender Form attached.

3) All Schedules listed in Annexure A shall be completed in full by the Tenderer, otherwise the Tender may be rejected.

4) Tenderers shall submit the number of copies of Tenders stated in Annexure A.

5) Tenders shall comply with the Tender Documents. A Tender which does not comply in every respect to the Tender Documents may be rejected.

6) Tender prices shall be expressed in Australian Currency and the Tender shall be written in the English language. Tender prices will be stated on a GST exclusive basis, that is, as prices reduced by the amount of any GST [as that expression is defined in the A New Tax System (Goods & Services Tax) Act 1999 *(Cwth)* as amended] payable by the Tenderer in respect of any supply to which the Tender relates.

7) Tenderers shall be deemed to have visited the Site of the proposed Works to satisfy themselves of the extent and nature of the Works and to satisfy themselves of all Site conditions and facilities. Tenderers shall not enter areas of the Site not available to the public unless such entry has been arranged with the Officer nominated in Annexure A. Any special arrangements for visiting the Site are stated in Annexure A.

8) The Principal shall not be bound by any oral advice given or oral information furnished by any Officer in respect of the Works tendered for.

9) Tenderers may within a reasonable time before the closing of Tenders request information from those Officers nominated in Annexure A on any points of doubt in the Tender Documents. Such request shall if required by the Principal be in writing.

10) In consideration of the Principal receiving and considering the Tender, the Tenderer agrees that his Tender remains valid for acceptance for the period of calendar days stated in Annexure A.

11) Tenders shall be accompanied by sufficient drawings, details and descriptions to enable the Principal to fully assess the Tender and the capability of the Tenderer to complete the Contract satisfactorily.

    Tenders will be evaluated on the basis of best value for money. In evaluating a Tender the Principal may among other things take into account the following criteria:-

    a) time to undertake the Works;

    b) technical, managerial and financial capacity of the Tenderer;

    c) the tendered price ;

    d) compliance with the Specification;

    e) Quality Assurance compliance;

    f) full ownership costs; and

    g) past performance of Tenderer

12) The Principal in its discretion may:-

    a) reject any Tender which does not comply with the Tender Documents;

    b) decline to accept any Tender (conforming or otherwise);

    c) accept a non-conforming Tender;

d) not accept the lowest Tender;

e) accept any Tender (conforming or otherwise) which in its view is the most advantageous to the Principal; or

f) accept the whole or any part or parts of a Tender for which separate prices have been submitted.

13) The Principal reserves the right to enter into negotiations after the close of Tenders with one or more Tenderers with respect to any aspect of their Tender including Tender price.

14) Tenderers shall be prepared to submit samples of equipment or materials to be used in the Works as required by the Principal for inspection and/or test prior to the awarding of a Contract.

15) The attention of Tenderers is directed to the provisions of the Competition and Consumer Act 2010 *(Cwth)* (as amended) in respect of restrictive trade practices and in particular the provision concerning misuse of market power.

16) Duty and exchange rate variations on imported goods and materials shall be at the risk of the Tenderer unless otherwise indicated on the Tender Form.

17) The Tenderer shall keep secret and confidential and shall not disclose to any third party without prior written consent of the Principal any information, data, specifications, drawings, reports or other documents and things supplied or made available by the Principal to the Tenderer, and the Tenderer shall take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality and prevent disclosure, including obtaining confidentiality agreements from its employees, agents and subcontractors.

18) The Tender price shall include all costs of materials, labour, fees and taxes (other than GST as that expression is defined in the A New Tax System (Goods & Services Tax) Act 1999 *(Cwth)* (as amended) applicable to the Works.

19) The Principal requires the successful Tenderer to enter into a Contract and to execute a formal instrument of agreement pursuant to the *General Conditions of Contract (AS2124 – 1992)* as amended.

20) This invitation to tender is not an offer but is an invitation by the Principal to the Tenderer to submit an offer. The submission of a Tender by the Tenderer does not create a process contract between the Tenderer and the Principal in respect of the process undertaken by the Principal to call, receive, open and evaluate Tenders for the Works or award a Contract for the Works.

21) Tenderers should submit any carbon emission management plans they have in place or are proposing for the future.

22) Preference will be given to Tenderers that have State registered enterprise agreements.

3. LODGEMENT OF TENDERS

1) The closing time and date for receipt of Tenders is stated in Annexure A.

2) The Principal shall supply Tender Documents to a Tenderer upon payment of the sum stated in Annexure A. Any sum paid for the Tender Documents is non-refundable unless otherwise stated herein.

3) Tenders shall be enclosed in a sealed envelope or package on the front of which shall be legibly written on the left hand side the Tender Description stated in Annexure A.

4) Tenders shall be in writing and addressed as stated in the address stated in Annexure A and lodged in the Tender Box before the closing time and date stated in Annexure A.

5) Tenders not placed in the Tender Box before the closing time and date shall not be considered unless there is evidence satisfactory to the Principal that such Tender:-

   a) was delivered before the closing time and date; or

   b) was despatched in sufficient time before the closing time to reach the place stated in Clause 3. 4) hereof.

6) Tenders communicated to the Principal verbally, or solely by facsimile direct to the office of the Principal will not be considered.

7) Tenders in facsimile form lodged in the Tender Box by the Tenderer or its agent will be considered provided same is lodged by the Tenderer or its agent in accordance with Clauses 3. 3) and 3. 4) hereof.

4. PUBLIC & PRIVATE OPENINGS

1) The Tender opening shall be either Public or Private as stated in Annexure A.

2) If Public, Tenderers or their representatives may be present at the opening of Tenders and be advised verbally of the name of Tenderers and their prices.

3) If Private, no Tenderer or their representative shall be entitled to be present at the opening of Tenders or be informed as to the names of Tenderers or their Tender prices.

4) On the working day following the closing of Tenders, a Tenderer shall be entitled to seek confirmation from the Principal that its Tender has been received.

5) The Principal may after awarding a Contract advise unsuccessful Tenderers the name of the successful Tenderer(s) and the tendered price(s).

5. FIRM OR VARIABLE PRICED TENDERS

1) Tenders shall be either firm or variable as stated in Annexure A.

2) If firm, the prices shall not be subject to any rise and fall variation whatsoever. Any Tender which contains rise and fall provisions may not be accepted unless a conforming Tender has been lodged.

3) If variable, the amount of each and every rise and fall variation shall be determined in accordance with the requirement of the relevant clause(s) of the Contract and the Tenderer shall lodge with its Tender the information required in Schedules D, E and F.

In compiling the above Schedules the Tenderer shall specify or nominate the following index numbers, percentages, rates and details:-

a) The group index numbers to be used shall be taken from those appearing in the appropriate publication issued by the Australian Bureau of Statistics and the Tenderer must specify the appropriate publication;

b) The weighted hourly gang rate shall be the weighted average of the minimum award hourly rates of pay for the several kinds and numbers or proportions of Contractor's employees comprising a representative cross-section of persons to be employed on the Works and shall include such award allowances as may be agreed between the Superintendent and the Contractor but shall not include any site or other allowances;

c) The complete basic information proposed to be used in the application of this clause including the Contract Sum reconciliation, the statement showing the calculation of the weighted weekly gang rate, the average weighted material index, the details and prices of special materials and details and prices of imported equipment and materials of significant value which will be subject to variation on the basis of actual changes in price.

4) Where Annexure A allows the submission of firm and variable prices, any price tendered and not stated to be variable will be deemed to be firm.

6. LUMP SUM CONTRACTS

1) The Contract to be tendered for shall be either a Lump Sum or Schedule of Rates or partly Lump Sum and partly Schedule of Rates Contract as stated in Annexure A.

2) If the Contract to be tendered for is a Lump Sum, or partly Lump Sum and partly Schedule of Rates each Tenderer shall state a price for which it shall complete the Works in accordance with the Tender Documents to the complete satisfaction of the Principal.

3) Tenderers shall at the time stated in Annexure A lodge a Bill of Quantities (if supplied) fully priced and extended to the nearest cent to agree with the Lump Sum of the Tender and signed by the Tenderer.

7. SCHEDULE OF RATES CONTRACTS

1) If the Contract to be tendered for is a Schedule of Rates or partly Schedule of Rates Contract, each Tenderer shall state in the Schedule of Rates provided the rates for which it will complete the Works in accordance with the Tender Documents to the complete satisfaction of the Principal.

2) The Tenderer shall state in the Schedule of Rates provided, or if no Schedule is provided then in such Schedule deposited by it with its Tender the rates at which it offers to perform the Contract.

3) Tenderers shall state the total price arrived at by adding the itemised amounts. The sum to be inserted in the Tender shall agree to the nearest cent with the total in the Schedule of Rates and shall not be or deemed to be a lump sum price, but shall be stated in the Tender Form to enable an assessment of the Tender to be made.

8. QUANTITIES AND RATES

1) The quantities or items furnished by the Principal are for information only and the Principal accepts responsibility for their accuracy only to the extent provided for in the Contract.

2) The rates or prices submitted by the Tenderer shall cover all costs, including the cost of all materials, plant, labour and all things necessary for completing the Works within the time specified in the Tender Documents.

3) Tenderers shall be responsible for inclusion in the Bill of Quantities or Schedule of Rates all items and the cost thereof which are necessary for performance of the Contract.

9. CONFORMING AND ALTERNATIVE TENDERS

1) Except where alternatives are not permitted by the Contract for part of the Works, Tenderers shall be entitled to lodge with the Principal an alternative Tender provided the Tenderer shall also lodge a Tender which conforms in every respect with the Tender Documents (as amended or varied by any addenda thereto).

2) If required by the Principal in Annexure A, Tenderers shall include as a separate section in Tenders under the heading of "Comments on Specification" a clause by clause response to the individual clauses and sub-clauses of the Specification. This response shall either indicate compliance with the clause or describe variations from the Specification. Wherever the Specification indicates that a component or procedure is subject to approval, the Tenderer shall set out in this section all information necessary for the Principal to consider granting such approval.

3) Tenderers may include any comments considered necessary to explain, amplify or particularise items in the Tender.

4) If, in the Tenderer's opinion, minor variations to the requirements of the Specification are desirable to suit standard equipment or procedures, full particulars of such variations shall be stated in the Tender as part of the Tenderer's response. Price variations arising therefrom shall be stated in the Tender and shall be identified as changes to the Specification.

5) Where a significant variation from the Specification is proposed, the Tenderer may submit an alternative Tender. An alternative Tender shall be made on a separate Tender Form. All variations from the Specification shall be particularised in the alternative Tender.

10. SUBCONTRACTORS

1) Tenderers shall complete and submit Schedule C with the Tender advising which Subcontractors the Tenderer proposes to use in the Works.

2) If the Tenderer submits in Schedule C a Subcontractor for part of the Works unacceptable to the Principal, then the Tenderer shall withdraw that Subcontractor and nominate a replacement Subcontractor. If the Tenderer fails to withdraw such Subcontractor or refuses such request from the Principal, then the Principal may decline to further consider the Tender.

11. WITHDRAWAL OF TENDER

1) Tenders may be withdrawn at any time prior to the closing of Tenders by notice in writing to the Principal. Such Tenders shall be set aside for unopened collection by the Tenderer after the opening of Tenders.

2) Tenders may be withdrawn at any time after the closing of Tenders and before the award of a Contract.

12. QUALITY SYSTEM

1) The Quality System requirements for this Contract are stated in the Specification.

2) Tenderers are required to complete Schedule Q and submit the schedule with the Tender.

3) When a Quality System is offered based on a different Quality System standard to that specified, it is the responsibility of the Tenderer to prove to the Principal's satisfaction that it is at least equivalent to that specified.

4) If required during the Tender analysis, Tenderers shall provide access to the Principal to quality documentation and/or its premises to enable any pre-acceptance audit to be carried out. All arrangements for visits to the Tenderer's premises by the Principal shall be made through the Tenderer's Quality Assurance Representative.

13. INSURANCES

Tenderers shall note:-

The Principal has in place an Annual Contract Works Insurance Programme (ACWP). The ACWP consist of the following two policies;

- Contract Works - Material Damage
- Contract Works - Liability

The insurance covers provided, in brief are:

(i) Contract Works – Material Damage - covering the Contract Works and Existing Structures, Temporary Works and all associated and ancillary works including pre-fabrication, inland transit and storage off-site.

(ii) Contract Works - Liability – covering legal liability for Personal Injury / Property Damage arising out of or in connection with carrying out the Contract Works

The ACWP insures the Principal, joint ventures in which the Principal is co-venture and is responsible for insurance, contractors, any Alliance Partner, sub-Alliance Partner, Alliance Participant and any other Party as described in the definition of the Insured for their respective rights and liabilities.

The ACWP will insure all construction contracts and/or work of a value of $1,000,000 or more otherwise undertaken and/or any other rail projects/contracts commenced after 4pm 30 September 2015.

The current policies are due to expire at 4pm 30 September 2016 and a new program effective thereafter will be issued when finalised.

Terms and conditions of these policies may be subject to change and the Contractor will be bound to the altered policy terms. A more detailed summary of the ACWP is shown in Annexure B.

Tenderers should note that only projects of a value of $1,000,000 or more are covered by ACWP.

For projects of a value less than $1,000,000 the tenderer shall take out insurance cover in respect of the above.

14. CONDITIONS APPLICABLE TO CIVIL CONTRACTS

If the Tender is for a Civil Contract, then these conditions shall apply if stated in Annexure A:-

1) The technical, managerial and financial capabilities of Tenderers will be qualified in accordance with the National Prequalification System for Civil (Road and Bridge) Construction Contracts 2010 (NPSC) which is issued and administered by Department of Transport and Main Roads. Tenderers should note that, under section *4.1 Entities Eligible for Prequalification* of NPSC, only companies will be permitted to submit a tender. Business structures under section *4.2 Entities Eligible for Restricted Prequalification* of NPSC will not be permitted to submit a tender. Any tender received from a business structure under section 4.2 of NPSC will not be accepted.

   Tenders from companies in a Contractor and subcontractor relationship are acceptable.

2) The level of prequalification required to enable Tenderers to inspect or obtain Tender Documents for this Contract is stated in Annexure A.

3) Where there is more than one level in Annexure A and the Tenderer is only prequalified to one of those levels, the Tenderer shall engage a subcontractor prequalified to the other level and give particulars of that prequalified subcontractor.

4) If this Clause 14 is applicable, Clause 12 of these conditions shall not apply to this Tender.

5) Where the Contract is for Design and Construction the principal design consultant nominated by the Tenderer shall be prequalified under the Transport and Main Roads Consultant Prequalification System at the level stated in Annexure A.

15. CONDITIONS APPLICABLE TO SIGNALLING AND TELECOMMUNICATIONS CONTRACTS

If the Tender is for a Signalling or Telecommunications Contract, then these conditions shall apply if stated in Annexure A:-

1) The Tender shall include a statement of experience in the design, supply, installation and commissioning of signalling or telecommunications works giving sufficient information to enable the Principal to assess the Tenderer's competence to complete a Contract to the required technical standard and time nominated in the Tender.

2) The Tender shall include a summary of the personnel to be engaged for the Contract giving classifications and numbers under each classification. Details of all senior personnel shall also be included, together with the organisational chart to be used for the Contract.

3) The Tender shall include a proposed construction program in the form of a bar chart showing the sequence of working periods for various types of work involved and their relation to proposed commissioning dates. The proposed construction program shall include allowance for lost time, including a reasonable allowance for wet weather.

4) The Tender shall be accompanied by sufficient drawings, details and descriptions to enable the Principal to fully assess the Tender and the capability of the Tenderer to complete the Works in accordance with the Contract.

5) The Tender shall include full details of the manufacturer's name, country of origin, specification, operating characteristics and details of previous use for each and every item of equipment proposed for use in the Works, except where such equipment has previously been approved for use by the Principal.

6) The Tenderer shall complete and submit Schedule M detailing the unit costs and hourly rates to be used for the valuation of variations and Daywork. These unit costs and hourly rates may be taken into consideration in the evaluation of Tenders.

16. CONDITIONS APPLICABLE TO BUILDING CONTRACTS

If the Tender is for a Building Contract, then these conditions shall apply if stated in Annexure A:-

1) In the absence of a Bill of Quantities, Tenderers shall supply a schedule of individual trades and/or sections and their totals, the sum of which shall agree with the Lump Sum of the Tender.

2) In addition, where the work or part of the work of any trade or section is to be carried out by Subcontract/s, the amount of that trade or section shall be further dissected to identify the relevant Subcontractor, the element of work to be carried out by that Subcontractor, and the amount for that work (inclusive of Contractor's profit, overheads and the like). The difference between the sum of the Subcontract amounts in any trade or section and the total of that trade or section shall be deemed to be work carried out by the Contractor directly.

17. GST ON PRINCIPAL'S SUPPLIES

1) Notwithstanding any other provision of this Tender if the Principal makes a supply under this Tender upon which GST (as that expression is defined in the A New Tax System (Goods & Services Tax) Act 1999 *(Cwth)* (as amended) is payable then the consideration payable or to be provided by the Tenderer under this Tender is increased by and the Tenderer must pay to the Principal in addition to that consideration an amount equal to the GST payable by the Principal in respect of that supply so that the Principal is in the same financial position after payment of the GST in respect of that supply which it would have been in but for the imposition of GST.

2) The Tenderer must pay any amount payable under Clause 17. 1) on the earlier of the day upon which any monetary consideration is payable or the day upon which the Principal is obliged to pay GST in respect of the supply on which GST is imposed.

3) In respect of any supply to be made under this Tender after receiving payment under this Tender from the Tenderer the Principal must give to the Tenderer a GST tax invoice for that payment.

18. PRIVACY

1) This clause 18 applies where Personal Information is provided by Queensland Rail or the Tenderer for the purpose of the Tender or during the course of the Project.

2) Neither party may use or disclose any Personal Information for a purpose other than carrying out its obligations under this Tender.

3) The Tenderer must comply with the Information Privacy Act 2009 (Qld), as if the Tenderer were under the same obligations as Queensland Rail, concerning any Personal Information obtained in carrying out its obligations under this agreement.

19. RIGHT TO INFORMATION AND DISCLOSURE

1) 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.

2) The RTI Act requires that documents be disclosed on request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

3) Information contained in Tender Documents is potentially subject to disclosure to third parties.

4) The Principal cannot guarantee that any information provided by the Tenderer will be protected from disclosure under the RTI Act.

5) Despite any other provision of the Tender and/or the tendering process, the Principal is entitled to publish on the Queensland Government's QTenders website or by any other means, the following details:

   a) the name and address of the Principal's business unit procuring the Works;

   b) a description of the Works;

   c) Contract commencement date or award date;

   d) Contract value;

   e) name and address of the successful Tenderer; and

   f) procurement method used.

20. WORKPLACE HEALTH & SAFETY

1) Where the Principal is appointed Principal Contractor pursuant to Clause 14.5 (Alternative 2 of the General Conditions of Contract) Tenderers shall ensure they comply with the Workplace Health and Safety Act 2011 (WHS Act) as amended.

2) Tenderers shall (if required by the Principal):

   a) ensure its Construction Safety Plan/s (CSP) meet the requirements of the Workplace Health Safety Regulations 2011; and

   b) allow the Principal to conduct secondary third party audits of the CSP prior to the commencement of the Works, and inspections of construction work activities during the Works at times set by the Principal.

21. QUEENSLAND CHARTER FOR LOCAL CONTENT

The project, the subject of this Tender, is subject to the Queensland Charter for Local Content (QCLC). The tenderer is required to support the principles of the QCLC and

consider opportunities to involve local suppliers and specialist subcontractors when tendering for the provision of goods and services required for the project.

The successful tenderer will provide regular reporting to the Department of State Development, Infrastructure and Planning (DSDIP) to demonstrate the local content outcomes of the project. The reporting format will be as per the template provided by DSDIP at the following website:

http://www.dsdip.qld.gov.au/resources/charter-for-local-content.html

22. QUEENSLAND CODE AND QUEENSLAND GUIDELINES

Where the value of the Project exceeds $2M then the following clauses shall apply:

1) The Queensland Government's Code of Practice for the Building and Construction Industry (**Queensland Code**) and the Queensland Government's Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry (**Queensland Guidelines**) apply to the Project the subject of this Tender.

2) Terms used in this clause 22 of the tender (under the heading **Queensland Code and Queensland Guidelines**) have the same meaning as is attributed to them in the Queensland Guidelines (as published by the Department of Justice and Attorney-General).

Primary obligation

3) By submitting an expression of interest or Tender response, the Tenderer acknowledges and agrees that it:

   a) is aware that the Queensland Code and Queensland Guidelines apply to the Project;

   b) is deemed to have read and understood the Queensland Code and Queensland Guidelines and the obligations they impose

   c) will comply with the Queensland Code and Queensland Guidelines on this Project

   d) will agree, if successful in the Tender, to contractual terms to give effect to the Queensland Code and Queensland Guidelines and mechanisms to ensure their compliance and enforcement

   e) will comply with, and all of its related entities (as defined in the Queensland Guidelines) will comply with, the Queensland Code and Queensland Guidelines in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting this Tender.

Cost, efficiency, productivity and workplace safety

4) The Tenderer agrees that it must include in its expression of interest or Tender response:

   (a) a workplace relations management Plan and any other documents and information necessary to meet the requirements of section 5 of the Queensland Guidelines

   (b) the schedule of compliance that is attached to this Tender, properly executed by or on behalf of the Tenderer.

5) The Tenderer acknowledges that by submitting this Tender it agrees to the Client Agency and authorised personnel of the Building Construction Compliance Branch (**BCCB**) taking steps to investigate claims and assertions made by the Tenderer in any of the documents referred to in clause 4) before any tender is awarded. The Tenderer acknowledges and agrees that co-operation with the Client Agency and the BCCB is an essential component of the Tender process. Co-operation by the Tenderer will include allowing the Client Agency and authorised personnel of the BCCB to:

a) access premises and sites controlled by the Tenderer or its related entities;

b) monitor and investigate compliance with the Queensland Code and Queensland Guidelines, including inspecting and copying relevant records and documents;

c) inspect any work, material, machinery, appliance article or facility

d) 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 and Queensland Guidelines during the Tender process.

Disclosure of information

6) 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 and Queensland Guidelines, including the disclosure of details of past and present conduct relating to the Queensland Code and Queensland Guidelines, the Federal Building Code 2013, as varied from time to time, including whether or not sanctions have been imposed on a Tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of Queensland, including its agencies (including the Client Agency), Ministers and the BCCB (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the Queensland Code and Queensland Guidelines.

Subcontractors

7) Where the Tenderer proposes to subcontract a part of the Project Works, and 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 3) (Primary obligation) and clause 6) (Disclosure of information) in respect of the relevant subcontractor or consultant

b) comply with the applicable plans and policies on the Project referred to in clause 4) (Cost, efficiency, productivity and workplace safety)

c) where a nominated subcontractor or consultant is proposed in tender documents, that nominated party co-operates with Queensland Government authorised personnel during the Tender process for the purposes outlined in clause 5).

23. COMMERCIAL AND TECHNICAL DEPARTURES AND TENDER ASSUMPTIONS

1) Where the Tenderer proposes departures from the commercial and/or technical provisions of the Contract, such proposed departures shall be detailed in the relevant Tender Schedule.

2) The Tenderer shall document its reasons for proposing the departures and shall, where appropriate, propose alternative wording for the provisions that the Tenderer wishes to depart from.

3) In evaluating the Tender, the Principal may accept or reject the proposed wording, or propose different alternative wording acceptable to both the Principal and the Tenderer.

4) If the Principal and the Tenderer cannot agree on a proposed departure, the Principal may determine that the Tender is non-conforming and be given no further consideration.

5) Where the Principal accepts a proposed departure from the commercial terms and conditions of the Contract and the revised Contract term will or has the potential to cause the Principal to incur additional direct or indirect costs, such costs or a reasonable estimate of such costs shall be added to the Tenderers offered lump sum price for the purposes of evaluating the Tender.

6) Where the Tender is qualified with assumptions and/or exclusions that will or may cause the Principal to incur additional direct or indirect costs, such costs or a reasonable estimate of such costs shall be added to the Tenderers offered lump sum price for the purposes of evaluating the Tender

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Clause 2 1)	The Works, the subject of this Tender invitation are:	QRP 16-186 Replacement of Main Switchboard at Railcentre 1
Clause 2 4)	Copies of Tenders required:	1 Original Electronically (MS Office Excel 2003 or PDF format
Clause 2 7)	(a) Principal's Nominee to arrange Site access: (b) Special Site Visit Arrangements:	a) & b) in the first instance for all communication Contact: Robert Gardener T: (07) 3072 0859 e : Robert.Gardener@qr.com.au
Clause 2 9)	Principal's Officers:- (a) Technical Points (b) Commercial Points	a) & b) Robert Gardener T: (07) 3072 0859 email : Robert.Gardener@qr.com.au
Clause 2 10)	Validity period of Tenders is:	90 Days
Clause 3	The closing time and date for receipt of Tenders is:	21 October 2016 2pm Brisbane time
Clause 3 2)	The sum payable for one (1) set of Tender Documents is:	Nil
Clause 3 3)	The Tender Description is:	Replacement of Main Switchboard at Railcentre 1
Clause 3 4)	Address for receipt of Tenders:	Electronically through https://secure.publicworks.qld.gov.au/etender/index.do
Clause 4 1)	The Tender opening is:	Private
Clause 5 1)	Tender prices shall be:	Firm
Clause 6 1)	The Contract tendered for is:	Lump sum
Clause 6 3)	Time for lodging Bill of Quantities:	Not Applicable
Clause 9 2)	Comments on Specification:	Yes
Clause 14	Civil conditions to apply:	No
Clause 14 2)	Level of prequalification required	Not Applicable

	is:	Bridge Category: Not Applicable Financial Levels: Not Applicable
Clause 14 3)	Level of additional prequalification is:	No
Clause 14 5)	Level of consultant prequalification is:	No
Clause 15	Signalling Conditions to apply:	No
Clause 16	Building Conditions to apply:	Yes

The summary of information, schedules and attachments is:

(a) Tender Form [Clause 2 2)]

(b) Schedule of Rates [Clauses 6 3) and 7 1)]

(c) Schedule A - Legal Identification of Tenderer [Clause 2 3)]

(d) Schedule B – Non Conformance of Tender [Clause 9]

(e) Schedule C – Alternative [Clause 9]

(f) Schedule D - Proposed Subcontractors to be Engaged for the Contract [Clause 10]

(g) Schedule E – DayWork Rates [Clause 15]

(h) Schedule F – Schedule of Pricing [Clauses 6 3) and 7 1)]

(i) Schedule H – Anticipated Payment Claims

(j) Schedule I – Contract Management

(k) Schedule N – Environmental Management

(l) Schedule 0 – Proposed Methodology and Technical Solutions

(m) Schedule P – Program of Works spread of Working Hours

(n) Schedule Q – Quality Management System

(o) Schedule S – Schedule of Overheads

(p) Appendix A – Conflicts of Interest & Fair Dealing Declaration

This completes Annexure A to the Conditions of Tendering

Contract Works – Material Damage

Named Insured: Queensland Rail Limited (in its capacity as Principal or Contractor)

Other Insureds: Joint Ventures (incorporated or not) in which Queensland Rail Limited is co-venture and is responsible for arranging insurance therefore; and/or

Principals and/or owners; and/or

Contractors engaged by any of the above; and/or

Any Alliance Partner, sub-Alliance Partner, Alliance Participant and sub-Alliance Participant and/or

Any other Party as described in the definition of the Insured.

Covering: Physical loss and/or damage to the contract works and/or existing structures (where required to be insured) in respect of Contracts commenced by the Named Insured on or after 4.00pm 30th June 2015 and/or all contracts on hand at attachment.

Sum insured: Contract Works – For all projects having a value of $1,000,000 or more

AUD $25,000,000 any one occurrence at any one worksite

Existing Structures

I. AUD $10,000,000 Locomotive/Rollingstock any one car/unit
AUD $20,000,000 any one occurrence at any one worksite

II. AUD $2,500,000 All other property any one occurrence at any one worksite

Sub-limits: The liability of Insurers will be limited in respect of any one Occurrence at any one Worksite (other than Inland Transit) as set out in the sub-limits below:-

These sub-limits will apply in addition to the Limit of Liability

1. Consultants & Architects Fees – AUD $2,500,000
2. Removal of Debris – AUD $5,000,000
3. Increased Cost of Working/Expediting Expenses – AUD $2,500,000
4. Recovery/Retrieval of Property Insured – AUD $1,250,000
5. Reinstatement/Local Authorities - AUD $5,000,000
6. Temporary Protection - AUD $2,500,000
7. Mitigation Expenses - AUD $1,250,000
8. Government and other fees - AUD $500,000
9. Attendance of Emergency Services - AUD $500,000

10. Inland Transit (increased to AUD $20,000,000 any one loss in respect of rail delivery on locomotives - AUD $10,000,000 any one location/conveyance
11. Sue and Labour - AUD $2,500,000
12. Offsite Storage – AUD 5,000,000
13. Plans, Documents & Data AUD $250,000
14. Continuing Hire Charges – Not Insured

Deductibles: For each Occurrence

I. 1% of full site accumulation value at the time of loss subject to a minimum of AUD $15,000 and a maximum of AUD $75,000 other than;

II. In respect of cyclone, storm, hail, flood and wind: 2% of the loss subject to a minimum of AUD $100,000 and a maximum of AUD $250,000;

III. In respect of LEG2/96 Defect Claims: AUD $75,000

IV. In respect of LEG3/96 Defects Claims: AUD $500,000

Territorial Limit: Worldwide excluding US Office of Foreign Assets Control embargoed or EU embargoed or sanctioned countries

Principal Conditions: Maximum Construction Period - 24 months any one phase/separable portion and/or contract

Maximum Maintenance/Defects Period – 24 months

Maximum Testing and Commissioning period – 16 weeks

Period of Insurance: From 4.00pm 30 November 2015 to 4.00pm 30th November 2016 Local Standard Time at the Insured's principal place of business

Contract Works – Liability

Named Insured: Queensland Rail Limited (in its capacity as Principal or Contractor)

Other Insureds: Joint Ventures (incorporated or not) in which Queensland Rail Limited is co-venture and is responsible for arranging insurance therefore; and/or

Principals and/or owners; and/or

Contractors engaged by any of the above; and/or

Any Alliance Partner, sub-Alliance Partner, Alliance Participant and sub-Alliance Participant; and/or

Any other Party as described in the definition of the Insured

Covering: The Insurer(s) hereby agree, subject to the limitations, Exclusions, terms and Conditions hereinafter mentioned that they will:

1. Pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensation for:

(a) Personal injury;
(b) Property damage;
(c) Interference with traffic or to property or the enjoyment of use thereof by obstruction, trespass, loss of amenities, nuisance, happening or consequent upon a cause happening during the Period of Insurance and arising out of or in connection with the Construction Operations and activities related thereto, Completed Operations or Products Liability and all other incidental and associated operations undertaken in connection with the Construction Operations;

2. Defend at their expense in the name of and on behalf of the Insured any claim or suit against the Insured to recover compensation in respect of and/or out of Occurrences covered hereby;

3. Pay in addition to the Limit of Liability:

(a) for immediate medical and/or surgical aid and/or for temporary repair and/or shoring up of property made necessary by any Occurrences covered hereby;
(b) all expenses incurred by or with the permission of the Insurer(s) for investigation, negotiation and defence of claims and suits;
(c) all expenses incidental to the appeal from any judgement against the Insured and all costs taxed against the Insured; in any suit for damages on account of any

judgement in such suits;

(d) all expenses incurred by the Insurer(s) or the Insured for representation of the Insured at any Coroners inquest, fatal accident inquiry or court of summary jurisdiction or an indictment in a higher court or Court of Criminal Justice plus all expenses incidental to the appeal from any judgement.

Construction Operations: All contracts of every kind or description (which shall include but not be limited to Contracts for maintenance of every kind and description, building/fabrication and/or upgrade and/or overhaul of locomotives and rollingstock) commenced by the Insured after 4.00pm on 30 September 2015 and all contracts on hand at attachment date, however Referral Contracts are subject to Condition 5.

Referral Contracts:

Are those contract types listed hereunder where Insurers will grant interim cover as per Condition 5:

I. Maximum Contract Value Limit:

Contracts with an initial contract value of AUD $150,000,000.

II. Maintenance/Defects Liability Period Limit:

Contracts entered into with a Maintenance/Defects Liability Period in excess of 24 months.

III. Construction Operations Period Limit:

Contracts entered into with a Construction Period greater than 36 months.

Territorial Limit: Anywhere in Australia and New Zealand, and including overseas suppliers or manufacturers premises anywhere in the World and including any unloading, storage, transit and transhipment and including non manual overseas visits Worldwide by the Insured's directors and/or employees.

Applicable Jurisdiction: Commonwealth of Australia

Limits of Liability: AUD $20,000,000 any one occurrence, unlimited to the number of Occurrences during the Period of Insurance but limited to:

(a) AUD $20,000,000 in the aggregate during the Period of Insurance arising from Completed Operations; and

(b) AUD $1,000,000 any one occurrence and AUD $2,000,000 in the aggregate for all occurrences in respect of Insurance Clause 3(d) during the Period of Insurance

Such Limits of Liability apply in excess of the Excesses

Excesses:	AUD $25,000 any one occurrence in respect of Property; or AUD $25,000 any one occurrence in respect of Personal Injury; or AUD $150,000 any one occurrence in respect of Worker to Worker.
Period of Insurance:	From 4.00pm 30 September 2015 to 4.00pm, 30th November 2016 Local Standard Time at the Insured's principal place of business