



**Contract No. TFCR 01**

**INVITATION TO TENDER AS 4000-1997**

# **Torquay Surf Beach Public Facilities**

To be returned to the TENDER BOX at the office of:

**GREAT OCEAN ROAD COAST COMMITTEE Inc.,  
35 Bell Street, Torquay, VIC, 3228**

**By 4.00pm Thursday 23rd September 2010**

All tenders are to be marked:

**"Tender for Contract TFCR 01"**



Contract No. TFCR 2010

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**Contract No. TFCR 2010**

# **PART A: CONTRACT DOCUMENTS**

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## **1.2 TIME OF COMMENCEMENT & CONTRACT PERIOD**

The Contractor shall be prepared to commence the works within 4 weeks of the date of a letter of acceptance. The contractor is to specify the length of time that the project will take to complete in their completed works program, submitted for approval prior to the commencement of works.

## **1.3 NATURE OF CONTRACT**

The Contract shall operate on a lump sum fee for service with each item of the schedule to be itemised for payment. Works listed for payment will be on an itemised sum basis, payable within 30 days. The Contractor shall be required to submit invoices regularly for payment but at intervals of not less than one month upon completion of the works. A security deposit in the form of Bank Guarantee of 5% of the tendered price shall be provided at the start of the withheld until such maintenance period is completed. 50% of this amount shall be returned at Practical Completion and the remaining 50% shall be returned at Final Completion.

The contractor is required to sign a contract agreement stating the specified completion date as part of the works program submitted and confirmed following engagement.

## **1.4 IDENTIFICATION OF WORKS**

Contractors may undertake an on site inspection with Great Ocean Road Coast Committee to identify location and extent of proposed works. An inspection can be arranged by contacting Rod Goring on 5220 5023.

The Contractor's submitted tender shall acknowledge full awareness of location and extent of works to be undertaken for the submitted contract sum whether or not the contractor has taken the opportunity to visit the site.

## **1.5 SUPERVISION OF WORKS**

Great Ocean Road Coast Committee Superintendent or agent as nominated at the commencement of works will undertake regular inspection of works to ensure all works are undertaken in a satisfactory manner to the levels, grades and standards as nominated on the drawings and in the technical specification.

The contractor will be required to respond in writing to any concerns Great Ocean Road Coast Committee may have with the standard of work and arrange level, clearance or construction checks as requested by the Superintendent. .

## 2.0 CONDITIONS OF TENDERING

### 2.1 INTRODUCTION

#### 2.1.1 Interpretation

Terms defined in the Contract have the same meaning in this Invitation, unless inconsistent with the context.

#### 2.1.2 Definitions

In this Invitation, the following terms have the meanings indicated, unless inconsistent with the context:

**"Addendum"** means an addendum to this Invitation or any amendments of or supplements to any of the Tender Documents issued in writing by the Principal or the Principal's Representative;

**"Additional Invitation to Tenderers"** means any documents or information made available to Tenderers for the purposes of this Invitation other than the Tender Documents and includes any part of the Additional Information to Tenderers;

**"Annexure"** means an annexure to this Invitation;

**"Closing Time for Tenders"** has the meaning given to that term in paragraph 2.3.8 of this Invitation;

**"Conforming Tender"** means a tender that is not a Non-Conforming Tender;

**"Contract"** means the Conditions of Contract for the Works comprised in Attachment A;

**"Contractor"** means the contractor engaged by the Principal to carry out the Works;

**"Contract Documents"** means the documents listed in clause 1 of the Formal Instrument of Agreement;

**"Formal Instrument of Agreement"** means the agreement identified as such and executed by the parties and forming part of the Contract;

**"General Conditions of Contract"** has the meaning given to that term in the Formal Instrument of Agreement;

**"Invitation"** means this Invitation to Tender;

**"Non-Conforming Tender"** means a tender which:

- a) does not comply with any requirement specified in this Invitation; or
- b) contains any qualification, condition or other indication that the tenderer is not willing to perform the Contract in strict accordance with the Contract Documents;

**"Notification of Acceptance"** means a notice in writing under paragraph 2.6.2 of this Invitation advising of acceptance of a Tender by the Principal;

**"Preliminary Construction Program"** has the meaning given to that term in paragraph 3.5 of this Invitation;

**"Schedule"** means a schedule attached to this Invitation;

**"Successful Tenderer"** means the Tenderer that is given Notification of Acceptance;

**"Tender"** means a tender for the Works including the Tender Form, duly completed and executed by or on behalf of the Tenderer together with all relevant documents and information required by the Invitation to be submitted as part of the Tender, received by the Principal in accordance with this Invitation;

**"Tender Box"** has the meaning given to that term in paragraph 2.3.8 of the Invitation;

**"Tender Documents"** comprises this Invitation, including the Annexure, Schedules and Attachments and any Addenda (but excluding any and all Additional Information to Tenderers);

**"Tender Form"** means the Tender Form contained in Schedule 1; and

**"Tenderer"** means the person or persons identified as such on the Tender Form and includes all persons on whose behalf the person named therein may be deemed to have lodged the Tender.

## **2.2 NATURE OF CONTRACT**

### **2.2.1 No rise and fall**

The nature of the Contract is described in Item 1 of the Annexure. The Contract is not subject to rise and fall in prices and the Contract Sum represents the total consideration required by the Tenderer to complete the Works in accordance with the Tender Documents.

### **2.2.2 Works to be Performed**

The Works are described in general terms in the Specification. Tenderers should, however, ensure that they read the Contract Documents fully to ascertain the Works to be performed and the terms on which the Works are to be performed, as the Contract will be evidenced solely by the Contract Documents.

### **2.2.3 Location of Works**

The Works are to be performed at the location stated in the Specification.

### **2.2.4 Contact Staff**

All enquiries regarding the tender process or the Contract must be directed to the Coastal Reserves Manager, Rod Goring.

## **2.3 PROCEDURE FOR SUBMISSION OF A TENDER**

### **2.3.1 Invitation to Submit a Tender**

Tenderers are invited to submit Tenders for the Works on the basis of the Tender Documents. Tenderers are required to submit their Tender on the basis of the Tender Form contained in Schedule 1.

Tenderers are required to acknowledge in the Tender Form that they are committed to abide by the process set out in the Tender Form.

### **2.3.2 Tender Price & associated pricing information**

The Tenderer is required to submit a price for all works as detailed in the drawings and specification in accordance with the Tender Form and Schedule 7.1.

### **2.3.3 Schedules to be Submitted as Part of Tender**

The contents of the Schedules referred to below are to be reproduced, completed and submitted by each Tenderer as part of their Tender:

- a) Schedule of Prices

- b) Schedule of Sub Contractors
- c) Schedule of Contractors Key Personnel
- d) Schedule of Addenda
- e) Schedule of Non-conformances

#### **2.3.4 Other Information to be Included in Tender**

In addition to all other information required by this Invitation to be submitted, Tenderers shall provide the following as part of their Tenders:

- a) a Preliminary Construction Program for delivery of the Works
- b) evidence of insurance cover required under the Contract; and
- c) evidence of the capability of the Tenderer to provide the security that will be required under the Contract.

#### **2.3.5 The Principal may Request Further Information**

Notwithstanding any other requirement of this Invitation, the Principal may require a Tenderer to submit further information concerning its Tender before the Principal accepts a Tender. Should the Tenderer fail to submit any of the information so required by the date and time stipulated by the Principal, the Tender may not be considered further.

#### **2.3.6 Preliminary Construction Program**

Tenderers must submit a Preliminary Construction Program for carrying out the Works as part of their Tender. The Preliminary Construction Program must identify:

- a) the different stages of the Works;
- b) critical activities within the Works; and
- c) the Date for Practical Completion.

Tenderers are required to make their own detailed assessment of the time and activity that will be required to undertake the Works in accordance with the Contract, and submit Tenders on the basis of an assurance that the Works must be completed in accordance with key milestone dates as outlined in the Schedule B

#### **2.3.7 Place to Lodge Tenders**

Tenders are to be lodged **only** at the front desk of the nominated location specified in Item 2 of the Annexure, by the time and date specified in Item 2 of the Annexure (**Closing Time for Tenders**).

#### **2.3.8 Time for Lodging Tenders**

Tenders will be received at the front desk **only** until the Closing Time for Tenders.

#### **2.3.9 Number of Copies**

Tenderers are required to lodge a total of **2 hard copies** of the Tender.

#### **2.3.10 Facsimile and Late Tenders**

Quotations completely submitted by fax prior to the lodgement date/time will be accepted upon receiving original documents by mail to the nominated address via the Express Post received by the next working day.

All queries are to be directed to the nominated contact staff as in Item 2 of the Annexure.

#### **2.3.11 No Collateral Contract**

The submission of a Tender by a Tenderer will not give rise to any contract governing, or in any way concerning, the tender process, or any aspect of the tender process, for the Contract. The Principal expressly disclaims any intention to enter into any such contract.

## **2.4 GENERAL CONDITIONS OF TENDERING**

### **2.4.1 Changes to Tendering Process**

The Principal may, at its discretion and at any time by notice in writing to Tenderers, change the Closing Time for Tenders or the dates for the provision of information.

The Principal may also, at its discretion, change the tendering procedure (including the scope of the Works outlined in this Invitation).

### **2.4.2 Addenda**

The Principal may issue Addenda at any time prior to the Closing Time for Tenders. Addenda will be issued in identical form to each Tenderer.

Tenderers must refer to each Addendum in its Tender by number and state that the Tender takes account of and includes that Addendum as part of the Invitation.

Tenderers must complete the Schedule of Addenda as part of the tender.

### **2.4.3 Further Tenders**

The Principal reserves the right to invite further Tenders for the Works at any time (including after the Closing Time for Tenders).

### **2.4.4 Discussions Concerning Tenders**

The Principal may engage in discussions with any one or more of the Tenderers for the purpose of clarifying Tenders.

### **2.4.5 Costs associated with preparing Tenders**

All costs and expenses incurred by Tenderers in any way associated with the development, preparation and submission of Tenders in response to this Invitation, including without limitation, attendance at meetings and the provision of any additional information required by the Principal, will be borne entirely by the Tenderers. No Tenderer, whether successful or unsuccessful, shall be entitled to make any claim against the Principal for such costs and expenses.

### **2.4.6 Declaring potential conflicts of interest**

When submitting a Tender, Tenderers must declare any actual or potential conflicts of interest that may arise in respect of the Works between:

- a) the Tenderer and the Principal; and/or
- b) the Principal and any sub-contractor that the Tenderer proposes to engage for the Works.

### **2.4.7 Principal's right to refuse Tender**

Should the Principal consider in its opinion that a Tenderer may or will have a conflict of interest in relation to the Project or the Principal, then it may at its sole discretion determine not to consider a Tender that has been submitted.

If the Closing Time for Tenders has not been reached, the Principal may notify a Tenderer in writing that it believes that the Tenderer has a conflict of interest and that the Principal will not thereafter consider a Tender from that Tenderer.

In the event that the Principal exercises a right under paragraph 4.7 to refuse to accept or consider a Tenderer's Tender, the Tenderer acknowledges that the Principal has a complete discretion to do so and that the Tenderer is not entitled to claim any costs, losses, expenses or damages against the Principal for its refusal to accept or consider the Tenderer's Tender.

### **2.4.8 Tenderers to acquaint themselves**

Tenderers must acquaint themselves fully with the Tender Documents, any relevant information in any other documents and all conditions and information concerning the Tender or the Works.

#### **2.4.9 Tenderer's assessment of the scope of the Works**

Prior to submitting Tenders to the Principal, Tenderers must make any necessary examinations, investigations and inspections of the Site, the Drawings, the Specifications and any other relevant information, in order to determine fully the scope of the Works and its obligations under the Contract. It is the Tenderer's responsibility to gain permission to visit the Site.

For the purposes of determining the scope of the Works and the carrying out of its obligations under the Contract, Tenderers must:

- a) refer to and carefully examine the Tender Documents;
- b) visit and inspect the Site; and
- c) satisfy itself that it can carry out the Works in accordance with the Contract, co-ordinate the carrying out of the Works with other works and will have sufficient capability, resources and flexibility to carry out the Works within the time frame.

#### **2.4.10 Statutory requirements and requirements of relevant authorities**

Prior to submitting Tenders to the Principal, Tenderers must fully acquaint themselves with all relevant statutory requirements that may apply to the Works and the carrying out of its obligations under the Contract.

In addition, Tenderers must fully acquaint themselves with all applicable requirements of Relevant Authorities and pay all costs of permits, etc. which may apply to the Works and the carrying out of its obligations under the Contract, including without limitation:

- a) any certificates, permits, licences, approvals and passes required by any Relevant Authority including without limitation, security passes and identification passes and temporary security passes and identification passes;
- b) requirements of the Building Code which may in any way affect the Works; and
- c) requirements of the Victorian Workcover Authority and occupational health and safety legislation.

#### **2.4.11 Clarification of Tender Documents**

All questions or requests for clarification of Tender Documents must be made in writing to the Principal's Representative. Copies of all questions, requests for clarification and all responses will be provided in writing to all Tenderers involved in the relevant stage of the tender process.

#### **2.4.12 Discrepancies**

If a Tenderer finds any ambiguity, discrepancy, error or omission in or between any of the Tender Documents, it must notify the Principal's Representative in writing as soon as it finds such ambiguity, discrepancy, error or omission and in any case no later than five business days before the date for lodgement of Tenders. If considered necessary the Principal will issue an Addendum to clarify the ambiguity, discrepancy, error or omission or amend the Tender Documents. Any Addendum provided pursuant to paragraph 4.12 will be given to all other Tenderers.

#### **2.4.13 Inadequate or incomplete information**

If a Tenderer considers any work necessary for the proper completion of the Works has not been adequately described or included in the Tender Documents, or has any doubt as to the meaning or completeness of any part or section of the Tender Documents, it must seek clarification in writing from the Principal's Representative as soon as possible and in any case no later than five business days before the date for lodgement of Tenders. A Tenderer shall only be entitled to rely upon a clarification if it is in writing and in the form of and identified as an Addendum.

Any clarification provided pursuant to paragraph 4.13 will be given to all other Tenderers.

#### **2.4.14 Additional Information (Attachment C) to Tenderers**

Additional Information to Tenderers comprises documents that do not form part of the Tender Documents but are provided to or made available to Tenderers for their information only.

The Principal does not warrant or guarantee the accuracy, completeness or currency of any of the information, documents or details provided or made available as part of the Additional Information to Tenderers or as to how same should be interpreted or applied. Tenderers should not place reliance on Additional Information to Tenderers or any part thereof without making their own enquiries, tests, surveys, examinations and investigations or seeking their own expert advice. In addition, the Principal does not make any representations as to the accuracy, currency or completeness of the Additional Information to Tenderers and any such representations made by any the Principal Representative, the Principal employees, consultants or agents are not binding on the Principal.

The Principal shall not be liable for any costs, losses, expenses or damages sustained or incurred by a Tenderer in reliance upon Additional Information to Tenderers.

The Principal also does not accept any responsibility to third parties for any loss or damage that may arise from any reliance or interpretation placed on any Additional Information to Tenderers.

#### **2.4.15 Execution of Tenders**

The Tender Form must be executed by the Tenderer in accordance with its constitution and with each page of the Tender initialled by an authorised officer or agent of the Tenderer.

#### **2.4.16 Conforming and Non-Conforming Tenders**

Tenderers must submit a conforming Tender. Tenderers may in addition submit a non-conforming Tender, that is a Tender that does not conform with all the requirements of the Principal set out in this Invitation or which stipulates any condition, qualification, exception or alternative which varies from the Tender Documents.

The Principal does not guarantee that it will consider any non-conforming Tender but reserves the right to do so. The Principal also reserves the right to consider a non-conforming Tender where the Tenderer submitting a non-conforming Tender has not submitted a conforming Tender.

#### **2.4.17 Tenderer's Acknowledgments**

By submitting a Tender, a Tenderer acknowledges that it has done and will be deemed to have done all of the things required by this Invitation, including (without limitation) that it has:

- a) visited the Site and informed itself of all information, site conditions and other conditions affecting or which may affect the execution, progress, or costs associated with the execution, of the Works;
- b) informed and satisfied itself as to the true nature and extent of the Works;
- c) informed and satisfied itself as to any access restrictions to the Site that may occur during the course of the Works;
- d) informed and satisfied itself as to any applicable statutory requirements that apply or may apply to the Works and the requirements of any Relevant Authority which may have jurisdiction in relation to the Project;
- e) informed and satisfied itself as to the nature and extent of work required to execute the Works and properly accounted for all work required for the performance of the Works in its Tender;
- f) informed and satisfied itself that its Tender includes an allowance for all risks associated with industrial relations including (without limitation) the cost of complying with, or any increases in, labour costs, site allowances, awards or other special allowances;
- g) satisfied itself as to the correctness and sufficiency of its Tender and that its Tender covers the cost of all obligations and responsibilities that will be imposed on the successful Tenderer under the Contract and all matters and things necessary for the due and proper performance of the Works and the carrying out of its obligations under the Contract.

#### **2.4.18 Previous Representations not binding**

By submitting a Tender, Tenderers will be deemed to have acknowledged and agreed that the Principal is not responsible to the Tenderers or any third parties for any loss or damage which may arise from any reliance or interpretation placed on any representations, statements, documentation, correspondence, information or drawings provided to Tenderers or any third parties prior to the issuing of this Invitation.

To the extent permitted by law, any representations or statements made by the Principal or any of its employees or agents in relation to the Works or anything connected with the Works to the Tenderer prior to the issuing of this Invitation are superseded by this Invitation and Tenderers acknowledge and agree that such representations and/or statements are not binding on the Principal.

### **2.5 CONSIDERATION OF TENDERS**

#### **2.5.1 Post Tender Submissions**

The Principal may require a Tenderer to submit additional information concerning its Tender or to personally discuss its Tender before any Tender is accepted

Should a Tenderer fail to –

- a) submit the additional information so required by; or
- b) attend personally to discuss its Tender at –

the date and time stipulated by the Principal, its Tender may not be further considered.

#### **2.5.2 Rectification of Errors and Omissions**

The Principal reserves the right to:

- a) check Tenders for errors and omissions;
- b) by agreement with a Tenderer, amend a tender price or rate submitted by a Tenderer to remedy the effect of any errors or omissions in the calculation of the tender price or rate; and
- c) by agreement with a Tenderer, otherwise amend the Tender of the Tenderer to remedy the effect of any errors or omissions.

### **2.6 ACCEPTANCE OF TENDER**

#### **2.6.1 Principal not bound to accept a Tender**

The Principal shall not be bound to accept the lowest or any other Tender for the Works to be provided under the Contract and may, at its sole discretion, determine:

- a) not to proceed with any of the Tenderers;
- b) to re-tender the Works;
- c) to proceed with obtaining the Works by a different arrangement than proposed by the Tender Documents; or
- d) not to proceed with the Project.

#### **2.6.2 Mode of Acceptance of Tender**

A Tender shall be accepted only by notice in writing advising of acceptance of the Tender by the Principal (**Notification of Acceptance**) which may be handed to, or posted by prepaid post to, or left at the address for service notified by the Tenderer in the Tender Form. The successful Tenderer shall be deemed to have received such notice:

- a) if it is posted by prepaid post, at the time that it would normally be received in the ordinary course of post;
- b) if it is handed to the successful Tenderer, on the date that it is handed to the Tenderer; and

- c) if it is left at the address for service, on the date that it was left at that address.

The date of acceptance of the Tender shall be deemed to be the date that appears on the Notification of Acceptance.

Any oral notification by the Principal or any of its employees, contractors, consultants or agents, of acceptance of Tender shall not constitute acceptance of a Tender.

### **2.6.3 Acceptance of Tender Forms Contract**

The Notification of Acceptance will create a Contract between the parties on the basis of the successful Tenderer's Tender and the Contract. The successful Tenderer shall execute and return to the Principal the Contract provided to the Tenderer within seven (7) days of the date of the Notification of Acceptance or the provision of the Contract for execution, whichever is the later.

The successful Tenderer's Tender and the Contract shall constitute the terms of the agreement between the parties until such time as the Contract is executed by the parties.

### **2.6.4 Withdrawal of Acceptance if No Executed Contract**

If the successful Tenderer does not execute and return the Contract to the Principal as required under paragraph 2.6.3, the Principal reserves the right to withdraw the Notification of Acceptance at any time thereafter by further notice in writing to the Tenderer ("**Further Notice**").

Where the Principal issues the Further Notice to the Tenderer:

- a) the Contract created between the parties pursuant to paragraph 2.6.3 is terminated and the Principal shall not be liable to the Tenderer for any costs, losses, expenses, or damages incurred by the Tenderer on the basis of receiving or acting upon the Notification of Acceptance, or the creation of a Contract by the issuing of the Notification of Acceptance; and

The Principal shall be entitled to appoint another Tenderer as the Contractor for the Project or adopt one of the approaches referred to in paragraph 2.6.1.

### **2.6.5 Costs and Expenses**

All costs and expenses incurred by Tenderers in any way associated with the development, preparation and submission of Tenders in response to this Invitation to Tender shall be borne by Tenderers.

## **2.7 CANVASSING OF OFFICERS OF THE PRINCIPAL**

Canvassing of the Great Ocean Road Coast Committee members or employees will automatically disqualify the Tenderer. Legitimate enquiries may be directed only to the contact officers nominated on the cover of these tender documents.

## **2.8 COMMENCEMENT**

It is anticipated that the Contract will be awarded on the date stated in Item 3 of the Annexure

### **3.0 GENERAL CONDITIONS OF CONTRACT AS4000 – 1997**

The General Conditions of Contract which shall apply to the Agreement shall be those of AS4000-1997

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## **ANNEXURE TO THE CONDITIONS OF TENDERING**

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1. Nature of Contract: Lump Sum Fixed Price
  
2. Closing Time for Tender: **23<sup>rd</sup> September 2010**
  - (a) Date: 4pm
  - (b) Time: Great Ocean Road Coast Committee Offices
  - (c) Location: 35 Bell Street  
Torquay VIC 3228  
Tenders to be placed in the Tender Box or mailed to:  
PO Box 53, Torquay Vic 3228
  
3. Anticipated date for awarding the Contract: **15<sup>th</sup> October 2010**
  
4. Anticipated commencement of works: **22nd October 2010**
  
5. Anticipated completion of works: **1<sup>st</sup> March 2011**
  
6. Contact staff: Rod Goring  
Phone: 5220 5023  
E-mail: rod.g@gorcc.com.au
  
7. Brief description of the Works: Construction of amenities building

## **ATTACHMENT A**

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The General Conditions of Contract are the Australian Standard AS4000 – 1997.

Copies of AS4000 – 1997 are obtainable from:

SAI Global  
19-25 Raglan Street  
South Melbourne 3205

## **ANNEXURE to General Conditions of Contract**

This Annexure shall be issued as part of the tender documents and shall be read as part of **Contract No TFCR 01**

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The law applicable is that of the State or Territory of:	Victoria
Payments under the Contract shall be made at:	35 Bell Street Torquay Vic 3228
The Principal:	Great Ocean Road Coast Committee
The address of the Principal:	35 Bell Street Torquay Vic 3228
The Superintendent:	Rod Goring Coastal Reserves Manager GORCC
The address of the Superintendent:	35 Bell Street Torquay Vic 3228
The Superintendent's representative:	TBA
The Contractor:	TBA
The Address of the Contractor:	TBA
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:	N/A
Contractor shall provide security in the amount of: (Bank Guarantee or Retention)	5% of Contract Sum
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	10 days
The percentage to which the entitlement to security deposit is reduced:	2.5% of the contract sum
Interest on retention moneys	Nil
The time within which the Superintendent must give a decision as to the suitability and return the Contractor's copies of Security	14 days
Work that cannot be subcontracted without approval:	All works
The percentage for profit and attendance:	Nil
The amount or percentage for profit and attendance:	Nil

Torquay Surf Beach Public Facilities

Insurance of Works	Required
The assessment for insurance purposes of the cost of demolition and removal of debris:	Nil
The assessment for insurance purposes of consultants' fees:	Nil
The value of materials to be supplied by the Principal:	Nil
The additional amount or percentage:	Nil
The amount of Public Liability Insurance shall be not less than: (Clause 19)	Ten Million (\$10,000,000) Dollars
The time for giving possession of the Site	<b>15<sup>st</sup> October 2010</b>
The date for Practical Completion	1st March <b>2011</b>
Liquidated Damages per day:	\$200
Limit of Liquidated Damages:	45 days
Bonus per day for early Practical Completion:	N/A
Limit of bonus:	N/A
Extra costs for Delay or Disruption:	Nil
The Defects Liability Period:	12 months
The charge for overheads, profit, etc. for Daywork:	Nil
Times for payment claims:	Within 28 days from date of approved claim
Unfixed plant and materials for which payment claims may be made notwithstanding that they are not incorporated in the Works:	N/A
Retention Moneys on Works is:	N/A.
Unfixed Plant or Materials-the alternative applying:	N/A

Torquay Surf Beach Public Facilities

The rate of interest on overdue payments:

Nil

The delay in giving possession of the Site that shall be a substantial breach:

4 weeks

The person to nominate an arbitrator:

The Chairperson for the time being of the Chapter of Arbitrators Australia in which the site is situated.

Location of arbitrator:

Victoria



**Contract No. TFCR01 2010**

# INFORMATION REQUIRED WITH TENDER

*Details provided by the Tenderer shall be treated as confidential.*

Tenderers Name:

.....

Registered Address:

.....

Postal Address:

.....

Telephone No: .....

Fax No: .....

ACN No: .....

ABN No: .....

Contact Person

.....

Position in Company:

.....



Contract No. TFCR01 2010

## 5.0 FORM OF TENDER

TENDERER'S NAME: .....

ABN Number:..... ACN (if applicable).....

TENDERER'S ADDRESS.....

.....

Name of contact person for the tender.....

Telephone No. ....

Facsimile No.....

Email Address:.....

Hereby tender to undertake and complete the works required described in the Contract Documents in consideration of making the following payments:

- |    |  |         |
|----|--|---------|
| 1. | Lump Sum for construction of the Amenities Building to Torquay Foreshore.<br>..... | \$      |
| 2. | 10% Goods and Services Tax   | \$..... |
| 3. | Total Lump Sum including GST   | \$..... |

Signature of Tenderer .....

Dated: .....

## 6.0 INSTRUMENT OF AGREEMENT

### AUSTRALIAN STANDARD FORM OF FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made .....day of.....200.....

BETWEEN ( the Contractor ).

AND Great Ocean Road Coast Committee ( the Principal )

IT IS AGREED that the annexed documents marked as follows:

TITLE.....

Tender, dated //2010

Letter of Acceptance, dated .....

AS 4000-1997 General Conditions of Contract and Annexure.  
(Agreement Signed and all pages initialed by parties )

Specification: - Torquay Surf Beach Public Facilities Specification

DWG Nos : Refer to Schedule 7.4 Schedule of Drawings

Other Documents:

- Completed Schedule of Prices:
  - 7.1 Schedule of Prices
- Other Completed Schedules:
  - 7.2 Schedule of Sub Contractors
  - 7.3 Schedule of Contractors Key Personnel
  - 7.5 Schedule of Addenda
- Additional correspondence:

.....shall together comprise the contract between the parties AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

Signed by the Contractor.....

Signed by the Principal.....

Torquay Surf Beach Public Facilities

Name of Person, Firm or Company Tendering. USE BLOCK LETTERS							
Address							
	Hereby tender(s) to perform the work for:						
Description of works	<b>Torquay Surf Beach Public Facilities</b>						
Lump sum in words and figures (including GST)	For the lump sum of:						
	I/We acknowledge the receipt during the tender period of  Addenda numbered.....						
Date	Dated this .....Day of .....2010						
Signature(s) and common seal in the case of a company of Tenderer	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 ..... Signature             </td> <td style="width: 50%; border: none;">                 ..... Signature             </td> </tr> <tr> <td style="border: none;">                 ..... Names Printed             </td> <td style="border: none;">                 ..... Names Printed             </td> </tr> <tr> <td colspan="2" style="border: none;">                 Common Seal ( if applicable )             </td> </tr> </table>	..... Signature	..... Signature	..... Names Printed	..... Names Printed	Common Seal ( if applicable )	
..... Signature	..... Signature						
..... Names Printed	..... Names Printed						
Common Seal ( if applicable )							
Name of Witness							
Signature of Witness							
A.C.N. Number							
Phone & Fax Nos							
Tenderers Bank & Branch							



## 7.1 SCHEDULE OF PRICES

PLEASE NOTE: Schedule of prices as shown in the accompanying **Architectural Specification** must be completed in full or tender will be deemed invalid. All quantities must be confirmed by the Contractor from the drawings.

1. General obligations, overheads, profit, liabilities and the cost of complying with the provisions of the Conditions of Contract, where not separately itemised in the Schedule shall be deemed to be included in all prices given.
2. Contractor will have no claim for variation of prices of remaining items if some items are withdrawn from tender.
3. Claims by the Contractor for payment and the value of payments made by the Principal to the Contractor shall be based on the breakdown of the lump sum price of the Tender as stated in this Schedule.

TENDERER: \_\_\_\_\_ DATE: \_\_\_\_\_





## 7.3 SCHEDULE OF CONTRACTORS KEY PERSONNEL

The Tenderer must provide details of its key management personnel, competent representative on the Site and other supervisory personnel that it proposes to be involved with the management of the proposed Contract.

Name	Position in company	Experience
Management Personnel:		
Quality Assurance Representative:		
OH&S Representative:		
Industrial Relations Representative:		
Competent Representative on Site:		
Other Supervisory Personnel:		



## **7.4 SCHEDULE OF DRAWINGS**

**See attached File “Torquay Surf Beach Public Facilities Drawings”**





## 7.6 SCHEDULE OF NON-CONFORMANCE

The Tenderer must state whether or not its Tender conforms to the requirements of the tender documents by striking out below that which is not applicable.

This Tender \* does / does not conform to the requirements of the tender documents.

\* Delete as applicable

Should the Tender not conform to the requirements of the tender documents, the Tenderer shall list below all areas of non-conformance and the details of such non-conformance.

Item	Details of Non-conformance



# PART B: SPECIFICATION

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## 1.0 ANNEXURE TO GENERAL CONDITIONS

### 1.1 Site Location

The location for the works is at Torquay Foreshore.

### 1.2 Extent of the Works

The works in this contract include construction of all works necessary for the proper completion of works shown or implied in the drawings and specification.

### 1.3 Works on site by Others

The works on site which shall be undertaken by others prior to the commencement of construction works, and **do not** form part of the Contract Works include:

- NOT APPLICABLE.

Any works on site which shall be undertaken by others during/after completion of construction works and **do not** form part of the Contract Works include:

### 1.4 WORKS PROGRAM AND ENVIRONMENTAL MANAGEMENT PLAN

Contractor is to submit a brief Works Program Summary (max 1-2 A4 pages) in the tender, for assessment of the tenderers competence in understanding of the scope of works, tenderers approach to project works, supply requirements, understanding of the drawings, and recognition of the specific requirements of the site.

In addition, the Contractor shall, not less than 7 days after the Date of Acceptance of Tender, develop and submit to the Superintendent and gain written approval of, a detailed **Contract Works Program** in a form and in such detail as the Superintendent may require, including but not limited to:

- detailed works timeline, with timeline for completion of tasks and stages of works
- detailed confirmation of plant and machinery for use in the works
- confirmation of all personnel, including site foreman and works crew.
- temporary barrier fencing layout, clearly defining the works storage areas to avoid any risk to the public

The Contractor shall, as a part of the Works Program, submit a **Site Environmental Management Plan** for acceptance in a form and in such detail as the Superintendent may require. The Site Environmental Management Plan shall comply with all relevant standards and codes and describe the measures to be taken to effectively minimise any adverse impacts of construction activities on the environment.

The Site Environmental Management Plan shall include as a minimum, a returned copy of the layout plan indicating site works layout and covering such matters as, but not limited to measures taken to limit erosion, dust and any potential discharge or contamination of the site or adjoining foreshore and beach.

## **1.6 Setting Out and Progress of the Works**

The Contractor shall be solely responsible for accurately setting out the works.

### **NOTE:**

Should the Contractor discover any error to discrepancy in the set out on site, they shall immediately notify the Superintendent and confirm discrepancy and appropriate action on site with the Superintendent prior to commencement of works.

## **1.7 Damage to Existing Works**

The Contractor shall be responsible for damage to trees, concrete paving, roads, kerbs, grass areas, services or other property occasioned by the Contractors, whether or not these are shown on the drawings, during the entirety of this contract and immediately make good any such damage to the satisfaction of the Superintendent.

## **1.8 Site Access, Protection and Security**

- (a) The Contractor shall take care to prevent undue damage to the existing roads, grassed surfaces, services and vegetation adjacent to the site. The Contractor shall be wholly responsible for any damage caused to the existing roads, paths, services and grassed surfaces, which are used to gain access to the site during construction of the Works, and shall repair any such damages at the Contractor's cost or as directed by the Superintendent.
- (b) The Contractor shall provide adequate security for the Work Site, all equipment and materials at all times. Plant and equipment left on the Site shall be securely locked to prevent their operation or removal by unauthorised persons. Any such loss or damage arising shall be the sole responsibility of the Contractor.
- (c) No deleterious substances such as, but not limited to, oil, petrol, diesel fuel, lime cement, paint, pesticides or herbicides shall be stored on any grassed areas and all precautions must be taken to prevent the spillage of any such substance any where within the Site of the Works. All waste substances shall be collected, removed from the Site and disposed of in a lawful manner.
- (d) All rubbish shall be collected, stored in an acceptable manner and periodically, or when directed by the Superintendent, disposed of off Site.
- (e) No excavation of ground other than that required for the construction of the Works shall be permitted without the written approval of the Superintendent.
- (f) The construction of the Works shall be arranged by the Contractor to prevent soil erosion. The Contractor shall take measures as necessary to prevent erosion and shall repair at the Contractor's expense, erosion that, in the opinion of the Superintendent, has been caused by the Contractor's operations.

## **1.9 Site Inspections**

The Contractor is required to notify the Superintendent a minimum of 48 hours in advance of any required inspections.

**INSPECTIONS BY THE SUPERINTENDENT ARE REQUIRED TO CONFIRM THE FOLLOWING STAGES OF WORKS PRIOR TO CONTINUATION:**

- **Set out of all works** on site prior to the commencement of any works. The Contractor is to set out all works using pegs or markers for confirmation on site by the Superintendent.
- **Completion of excavation prior to concreting.**
- **Completion of installation of Reinforcement bar/ steel components prior to concreting.**
- **Building Milestones to be confirmed**
- **Practical completion**
- **Final Completion**

**NOTE:** The nomination of these inspections does not prevent the Superintendent and or a nominated representative from inspecting the works at any time.

### **1.10 Temporary Signage**

The Contractor shall supply all signage relating to the Works. "Trucks Entering" (or equivalent) signs must be used when materials are being delivered to or removed from the Site in trucks. All other road signage shall be in accordance with VicRoads' *Roadworks Signing Code of Practice*.

### **1.11 Site Protection**

The Contractor shall be responsible for clearly defining the works area and maintaining any temporary fences or barriers, lighting and signage or other site controls or devices as required to avoid any risk or injury to the public during completion of the works.

The Contractor at his own discretion shall at all times do everything prudent or necessary to ensure the safety and freedom from injury, damage or interference of all of the adjacent lands, properties, ways, services whatsoever and of persons at any time in the vicinity of the site and, in particular and without affecting the generality of the foregoing, shall carry out and provide such shoring or other protective and precautionary measures as may be necessary for any of the purposes aforesaid.

The Contractor shall at all times take all reasonable steps to minimise nuisance to others, (including nuisance from noise, dust, debris and obstructions) arising from the works and shall promptly comply with all reasonable requests from such persons authorised for the cessation of such nuisance.

### **1.12 Public Enquiries**

The Contractor must not make any statements or make available any contractual information concerning the work of the Contract to the media or any other person not connected with the Contract. The Contractor must notify the Superintendent of all enquires and refer all persons making enquires regarding the Works to the Superintendent.

### **1.13 Effect of Approval or Acceptance of Proposals**

Approval or acceptance by the Superintendent of any proposal for executing the Works, including Drawings, Specifications or resources to be employed under the Contract shall not relieve the Contractor of the responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Principal and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or equipment so approved or accepted. Such approval or acceptance shall be considered to mean only that the Superintendent has no objection to these proposals.

Notwithstanding any approval or acceptance by the Superintendent, the Contractor shall remain fully responsible for delivering up the Works complete and correct in every detail.

#### **1.14 Principal's Drawings**

The Drawings listed in the Schedule of Drawings show the Works to be constructed under the Contract. The Superintendent may furnish new or revised Drawings to the Contractor during the currency of the Contract as may be deemed necessary for greater clarity or as a result of any variation directed by the Superintendent. Any required modifications to Drawings do not in any way relieve the Contractor from the responsibility to remain fully responsible for delivering up the Works complete and correct in every detail.

The Contractor shall check all Drawings carefully and advise the Superintendent of any discrepancies, errors or omissions. Full instruction will be furnished to the Contractor by the Superintendent should any discrepancies, errors or omissions be found. Although the Drawings are prepared to scale, work shall be based upon the dimensions shown in the Drawings and not on dimensions scaled from the Drawings.

The Contractor must keep a copy of relevant specifications and drawings on site at all times. The Contractor must co-operate and provide assistance to all Great Ocean Road Coast Committee personnel when requested.

#### **1.15 CLEANING UP**

The Contractor shall remove all equipment and debris from the site at the completion of the concreting work and after maintenance. The site shall be left tidy at all times to the satisfaction of the Superintendent and Great Ocean Road Coast Committee.

**For all further details, see Attached document files:**

**“Architectural Specification, Torquay Surf Beach Public Facilities”**



## **CONSTRUCTION DRAWINGS**

**See attached File “Torquay Surf Beach Public Facilities Drawings Architectural Tender Set ”**