

33.00 Conditions of Tendering & Conditions of Contract for Lump Sum Contracts



Appendix A

Supplementary Information

The Project shall be known as:

Project name (Building No.), campus name campus

Clause 6.00

The envelope enclosing the tender shall be marked:

Tender for: Project name (Building No.) campus name campus

Tenders by facsimile will not be accepted

Clause 7.00

The closing date and time for the receipt of the tender is:

Time on the **Date**

at the

**Tender Box
Office of Planning & Financial Services
Level 0
Sewell Building (N12), Griffith University, Nathan Campus, Queensland 4111**

Clause 10.00

The Contract is a Lump Sum Fixed Price ***not***



FORM OF TENDER

I*/We* the undersigned, do hereby tender to Griffith University to provide all materials and labour and perform all



(Insert Project Number & Name)
..... campus

SUPPLEMENTARY TENDER FORM

The Principal requires the Tender Sum (excluding GST) as stated on the Form of Tender to be broken down by Building/Stage* for Trade Works, plus the amount for On-site Overheads (Preliminaries), for the purposes of funding allocations and for Progress Payment purposes. The Principal intends to award a single Contract to undertake the work in all of the nominated Buildings/Stages* and will not award separate Contracts for individual Buildings/Stages* based on the individual amounts contained in this breakdown.

If the Principal considers that any individual amount provided for a Building/Stage* does not accurately reflect the value of the work to be undertaken in that building, then it reserves the right to negotiate an adjustment to that amount, providing that the Tender Sum remains unchanged after any adjustment.

Each amount provided, including that for On-site Overheads (Preliminaries), shall be inclusive of margins for off-site overheads and profit.

Building/Stage*:	Amount (excluding GST)
.....	\$
.....	\$
.....	\$
.....	\$
On-site Overheads (Preliminaries)	\$
<hr/>	
Tender Sum (excl. GST) - to Form of Tender	\$.....

Details of Individual / Company / Business Submitting Tender:

Name: ABN:

Address:

Signature: Name of Signatory:

Capacity in which signing:

Witness to Signature: Name of Witness:

Date:/...../ 2014

(*Delete whichever is not applicable)



Minor Works Contract

INVITATION TO SUBMIT A TENDER

You are invited to submit a Tender for the execution and completion of the works described below in accordance with the Drawings and Specification (if any) supplied herewith, the Griffith University Conditions of Tender & Conditions of Contract for 'Minor Works' herein, and any other information issued by the Principal for the purposes of tendering.

Tenders shall close at:

**The Tender Box
Office of Finance & Business Services
Level 0, Sewell Building (N12)
Griffith University, Nathan Qld 4111**

Closing date and time for the receipt of the tender is:



FORM OF TENDER

I/We the undersigned, do hereby tender to Griffith University to provide all materials and labour and perform all works as Principal Contractor required in and about and in connection with the full and proper construction of -

Project No.:

Description of Works:

Campus:

This tender is strictly in accordance with the Tender Documents, and subject to the Griffith University Conditions of Tender & Conditions of Contract for Minor Works issued by the Principal for the Fixed Lump Sum of ;

Tender Sum (excluding GST)	\$
GST applicable	\$
Total Tender Sum	\$

I/We acknowledge receipt of the following Addenda to the Tender Documents and my/our tender includes allowance for their provisions:

Addendum Nos. (List all, if none received state NIL).

I/We elect to provide retention by way of **Cash* / Unconditional Bank Guarantee*** (**delete whichever not applicable*). If no deletion is made then the Contractor shall be deemed to have elected to provide Cash retention.

I/We tender% as the margin for off-site overheads, attendance and profit to be applied to variations under the Contract. If no figure given, then 10% will apply.

I/We nominate the following Subcontractors (where applicable) to undertake the following trade works;

- Electronic Fire Detection
- Emergency Lighting
- Data & Communication Cabling
- Security & Access Control (Cardax)

Details of Individual / Company / Business submitting Tender:

Name: **ABN:**

Address:

State: **Postcode:** **Phone:** **Fax:**

QBCC License No.: **PQC Registration No.:**

Public Liability Policy No.: **Issuer:** **Expiry Date:** .../.../...

Workers Compensation Policy No.: **Expiry Date:** .../.../...

Signature: **Name of Signatory:**

Capacity in which signing:

Witness to Signature: **Name of Witness:**

Date: .../.../.....



CONDITIONS OF TENDER FOR MINOR WORKS



AMENDING CONDITIONS OF CONTRACT - November 2007

'Principal' – Griffith University, Queensland 4111, a Body Corporate and Statutory Body within the meaning of the Financial Administration and Audit Act.

'Superintendent'



C05. Protection of Persons and Property

The Contractor shall take all measures necessary to protect people and property, avoid unnecessary interference with the passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance. If the Contractor damages any property on or adjacent to the site, the Contractor shall provide temporary protection for and shall repair and reinstate the damaged property at its cost.

C06. Care of Works and reinstatement of damage

The Contractor shall be responsible for the care of the whole of the Work under the Contract. If loss or damage occurs to the Work under the Contract, the Contractor shall at the Contractor's cost rectify such loss or damage except loss or damage caused by the negligent act or omission of the Principal, or employees or agents of the principal, or caused by defects in the design of the Work under the Contract.

C07. Indemnity by Contractor

The Contractor indemnifies the Principal against:-

- (a) loss of or damage to the Principal's property; and
- (b) claims by any person in respect of personal injury or death or loss of or damage to any property; resulting from or in any way connected with the Contractor carrying out the Work under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees or agents of the Principal may have contributed to the loss, damage, death or injury.

C08. Insurance of the Works and Public Liability Insurance

Before commencing work under the Contract, the Contractor shall take out insurance sufficient to indemnify the Principal against loss or damage to the Works or to property of the Principal including existing property in or on which the Work under the Contract is being carried out.

The Contractor shall have public liability insurance for an amount not less than \$10 million to cover the Contractor's liability for loss of or damage to property and death or injury to any person.

The Contractor shall maintain such insurances for the duration of the Contract and provide evidence of such insurances prior to commencing the Work.

C09. Insurance of Employees (WorkCover)

Before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor. Where the Contractor is a self employed person, The Contractor shall maintain an equivalent insurance policy for itself. The Contractor shall maintain the insurance for the duration of the Contract and shall produce evidence of the insurance prior to commencing work. The Contractor shall ensure that every sub-contractor is similarly insured.

C10. Materials and Workmanship

All materials used in any Work under the Contract and the standards of workmanship shall be in conformity with the provisions of the Contract. In the absence of such provisions in the Contract the material or standard of workmanship as the case may be shall be of a kind which is suitable for its purpose and is consistent with the nature and character of the Works. Unless otherwise specified in the Contract documents, all materials shall be new, and workmanship shall be in accordance with the relevant manufacturer's recommendations or, if none, the relevant Australian Standard where applicable. Aparh6()-8.7(h6h6()-n)-7.8216h6()-r ustu - .8(ce)-71-65.31(o).9(rda-6.7(t)(t)6(Tw[r]6.8(edui)6()d v7.6(e))7slut2(f.7)-.2(ei)6(n)7(c)7.5(il)665sa e.9(eu.9(a)6.)-13. of t7be derkn



Payment shall take into account the deduction of retention moneys (if any) and any other amount which the Principal may be entitled to deduct or which is due and payable by the Contractor to the Principal whether under the Contract, any other contract or independent of contract. If the moneys to be deducted are insufficient to discharge the liability of the Contractor, the Principal may have recourse to retention moneys or unconditional undertakings provided in lieu of retention.

Payment of moneys to the Contractor shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only. The Superintendent may, in a later payment certificate correct an error in a previous payment certificate. Nothing in this Contract shall oblige the Principal to pay for work that is not in accordance with the Contract, or for plant or materials not incorporated in the works on site.

For the purposes of the *Building and Construction Industry Payments Act 2004*, the Superintendent is authorised to receive payment claims and issue payment schedules on behalf of the principal.

C19. Default of Contractor

- a) Subject to Clause C19(c), if the Contractor fails to commence the work under the Contract within the time stated in the tender, or fails to proceed with the work at a reasonable rate of progress or commits any substantial breach of the Contract or indicates that it is unable or unwilling to complete the Works, the Principal may, by written notice, require the Contractor to show cause by the date specified in the notice, which shall not be less than five (5) days, why the Principal should not exercise a right under Clause C19(b).
- b) If the Contractor fails to show reasonable cause by the date specified by the Principal, then the principal shall have the power upon notice in writing to the Contractor to terminate the Contract or suspend payment and take the work remaining to be completed wholly or partly out of hands of the Contractor without prejudice to any rights of the Principal under the Contract or at common law.
- c) If the Contractor:
 - (i) fails to hold a current licence required to perform the Work under the Contract; or
 - (ii) becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
 - (iii) enters into a debt agreement, a deed of assignment or a deed of arrangement with its creditors, or an admip1479 TD9(i)8(it an)-7.5(y)14.3-6.4(iton)-4.5(c4(ors, 0(ril)-14)-5.9 cgai)5(y)14.3()-4.3-64o(iii)lc-.005-ct or indhlc-.005





CONDITIONS OF CONTRACT

CLAUSE 1 GENERAL

The Conditions of Contract are the Australian Standard General Conditions of Contract AS 2124 - 1992 as amended herein.

CLAUSE 2 INTERPRETATION

INSERT the following:

"Adjudicator" means person who shall act as the Adjudicator pursuant to Clause 47;

"Adjusted Contract Sum" means the Contract Sum adjusted to include all agreed Variations pursuant to Clause 40



- (g) The manual call up of major equipment items e.g.:
- each air handling point
 - each chiller set
 - each standby generator set
- (h) The operation of the Building Management System in all of the modes listed above and the interfacing with all other systems nominated in the documents. This shall include all required formats for screen and printouts.
- The above operational modes shall be demonstrated in the order nominated.
 - Notwithstanding the normal warranty/performance guarantees the whole of the engineering services systems shall operate in unison and in a normal automatic mode for seven consecutive days to demonstrate that satisfactory operation can be maintained before the installation can be considered to have attained practical completion. (Note: This shall be performed after the above operational modes have been satisfactorily demonstrated.)
 - Failure to satisfy the above shall be deemed to be a defect to be rectified after Practical Completion.
 - The Principal will not be liable for any fuel, energy or other costs incurred to demonstrate performance achievement of engineering services.

"working day" means a calendar day excluding Stif5()76.5(t)cu29Stiye d l(721 Tw9.0721 s)-16.2 Tc.19.T(r)-9efork3o8(ctCg da)-13.3(i)-.



Only a bank trading in Australia that has lender of last resort facilities is approved by the Principal for the purpose of providing an unconditional undertaking for security and retention.

The form of unconditional undertaking included (if any) in the Contract is approved.

Clause 5.4

Clause 5.5

Clause 5.6

Clause 5.7

Clause 5.8

Clause 5.9

No amendments to Clauses 5.4 to 5.9 inclusive.

Clause 5.10 Deed of Guarantee, Undertaking and Substitution

ADD the following:

Where the Contractor is a corporation referred to in Clause 5.10 of the General Conditions of Contract the Principal will require a Deed of Guarantee, Undertaking and Substitution in the format required by the Principal.

CLAUSE 6 EVIDENCE OF CONTRACT

DELETE from the first paragraph of Clause 6.2 the following words and punctuation:

" , within 28 days after the date of acceptance of tender."

ADD new last paragraph to Clause 6.2:

The Formal Instrument of Agreement when required shall be in the form included in the Contract (if any).

ADD new subclause 6.3 as follows:

6.3 Collusive Arrangements

The Contractor warrants and represents to the Principal and agrees with the Principal that it is a condition



immediately payable to the Principal. The Principal shall be entitled to withhold from any payment due to the Contractor on any account an equivalent sum as liquidated damages.

CLAUSE 7 SERVICE OF NOTICES

ADD the following:

Notwithstanding Clause 7 of the General Conditions of Contract any document sent by electronic facsimile to the number last communicated by the receiver shall be deemed to have been issued or given to or served upon the Contractor, or the Principal or the Superintendent upon receipt of the activity report by the sender.

CLAUSE 8 CONTRACT DOCUMENTS

ADD to Clause 8.1 the following:

If the Contract provides for particular documents to take precedence over other documents then notwithstanding any other provisions of the Contract, in interpreting the Contract preference shall be given to the provisions relating to precedence of documents.

ADD to Clause 8.4 the following:

Notwithstanding Clauses 8 and 23 of the General Conditions of Contract any comments made by the Superintendent in respect of documents supplied by the Contractor (other than by a specific direction designated as such by the Superintendent) shall not constitute a direction under the Contract.

The Superintendent may make such comments but these comments shall not remove or affect the Contractor's



- (c) the time the Contractor anticipates will be required to deal with the physical conditions and the expected delay in achieving practical completion; and
- (d) the Contractor's estimate of the cost of the measures necessary to deal with the physical conditions.

Thereafter the Superintendent may request the Contractor to provide such other details as the superintendent may reasonably require and the Contractor shall provide such details within a reasonable time.

12.5 Extensions of Time and Cost

If encountering differing physical conditions as described in the clause causes the Contractor to:

- (a) carry out more or less work;
- (b) use more or less materials or constructional plant; or
- (c) incur more or less cost (including but not limited to the cost of delay or disruption);

which differs from ti



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- (iii) the Contractor shall, in respect of the Works to be executed under the Contract, be responsible for the performance of the functions and obligations of the Principal Contractor within the meaning of the Act and Regulations in force under the Act.

Such appointment as Principal Contractor under the Act shall be in force during the continuance of the Contract unless sooner revoked by the Principal giving twenty-one (21) days notice in writing to the Contractor of its revocation or by the Principal taking over or cancelling the Contract pursuant to any provision of the Contract or according to Law.

The Contractor shall indemnify and keep indemnified the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act or Regulations.

The Contractor shall notify the Superintendent of every work caused illness or work injury and of every serious bodily injury which occurs on site as soon as possible but no later than twelve (12) hours after such occurrence.

CLAUSE 15 PROTECTION OF PEOPLE AND PROPERTY



CLAUSE 25 CONTRACTOR'S REPRESENTATIVE

CLAUSE 26 CONTROL OF CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

No amendments in respect of Clauses 24 to 26 inclusive.

CLAUSE 27 SITE

ADD to Clause 27.2:

Entry to the Site and Griffith University is at all times subject to the Statutes and Rules of Griffith University. The Contractor shall make itself familiar with relevant Statutes and Rules affecting the Contractor's operations and incorporate similar provisions in Subcontracts.

The Contractor, his employees, agents and subcontractors shall be permitted to park only in prescribed general parking areas and in accordance with the relevant Traffic and Parking Statute.

ADD new Clause 27.6 as follows:

27.6 Extra Land Required by Contractor

The Contractor shall procure for himself at his own cost the occupation or use of or relevant rights over any land in addition to the site which he may deem requisite or necessary for the execution of the work under the contract or for the purposes of the contract and shall, as a condition precedent to the issue of the Final Certificate, if so required by the Superintendent, provide a properly executed release from all claims or demands (whether for damages or otherwise howsoever) from the owner or occupier of and from other persons having an interest in such land. Any such release shall be in a form approved by the Principal.

CLAUSE 28 SETTING OUT THE WORKS

No amendments in respect of Clause 28.

CLAUSE 29 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

ADD new subclause 29.4 as follows:

29.4 Apprentice/Training Requirements

The Contractor, in the execution of the work under the Contract, must employ on the site of the works either directly or indirectly through subcontractors, apprentices/trainees for a number of labour hours no less than 10% of the total hours of the remainder of the labour employed on site. In this regard -

- (i) this requirement excludes any consideration in respect of mechanical and electrical trades;
- (ii) the Contractor must submit to the Principal within seven (7) days after the issue of the Certificate of Practical Completion (or after the issue of the last Ce(e)6.rCnlast lastst I1(la-7.1(a R 96(a)1.1(l))-6(lCo)-6(m)-5.5(p-8(.)1(l)-7..3(e)7.4





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- (c) each separable part of the Works and the whole of the Works finishing on the due dates for Practical Completion of the separable part and the whole of the Works;
- (d) lead times for the supply of information or materials by the Principal or his agents;
- (e) lead times for significant off-site activities to be incorporated into the Works;



ADD to Clause 37:

The Contractor shall allow for the performance of regular preventative maintenance and servicing of the works during the period of the defects liability period. Such maintenance shall be in accordance with the manufacturer's



DELETE Clause 42.1 and INSERT in lieu the following:

42.1 Payment Claims, Certificates, Calculations and Time for Payment

To accord with the times for payment claims stated in the Annexure or at the expiration of the Defects Liability







Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies to be supplied by the Principal: (Clause 8.3)	Three (3) copies
The number of copies to be supplied by the Contractor: (Clause 8.4)	Three (3) copies
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	Ten (10) working days for each individual document (including but not limited to drawing, specification manual or part thereof) submitted. Where more than ten (10) documents are submitted on any one day than an additional day shall apply for each additional document and the period for giving a decision shall not commence to run for documents submitted at a later date until the expiration of the time for giving a decision for documents submitted previously
Work which cannot be subcontracted without approval: (Clause 9.2)	Any work under the Contract
The percentage of profit and attendance: (Clause 11)	5%
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	10% of the Contract Sum
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	2.5% of the Contract Sum
The value of materials to be supplied by the Principal (Clause 18(iv))	Not Applicable
The additional amount or percentage: (Clause 18(v))	Not Applicable
Public Liability Insurance - the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	\$10 Million
The time for giving possession of the Site: (Clause 27.1)	14 days



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The Date for Practical Completion:
(Clause 35.2)

Liquidated Damages per day:
(Clause 35.6) \$

Limit of Liquidated Damages:
(Clause 35.7) \$

Bonus per day for early
Practical Completion:
(Clause 35.8) **Not Applicable**

Limit of bonus:
(Clause 35.8) **Not Applicable**

Extra costs for Delay or Disruption:
(Clause 36) **Not Applicable**

The Defects Liability Period: **Twelve**
Prat at1 Tw61leint1la558.8(7(a.3)-.8(e)unless)-.8(e)oth6.9TJ/TW D3 rmita b-6.(y)



(Clause 42.9)

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

Three (3) months

(Clause 44.7)

Dispute Resolution - the alternative applying:

Not applicable

(Clause 47.2)

The person to nominate an arbitrator:

**Director, Campus Life,
Griffith University, NATHAN QLD 4111**

(Clause 47.3)

Location of arbitration:

Brisbane Queensland Australia

(Clause 47.3)

Contract to be subject to Adjustment for Rise and Fall in Costs:

No

(Clause 49 and Annexure 2)



PART B

ANNEXURE to the Australian Standard General Conditions of Contract AS 2124 - 1992

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124 - 1992.