BURDEKIN SHIRE COUNCIL

EXPRESSIONS OF INTEREST
REQUEST FOR QUOTATIONS

PURCHASE AND REMOVAL OF STRUCTURES

TOP CROSSING ROAD, GIRU

QUOTATION NUMBER: QBSC/14/033
QUOTATIONS CLOSE: 4PM, 3 OCTOBER 2014

Contact Officer:

Mr Dennis Mondin, Building Inspector
Maintenance Supervisor
Contact Phone number: (07) 4783 9947
Fax number: (07) 4783 9999
Email address: dennis.mondin@burdekin.qld.gov.au
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1. Introduction

Quotations are sought from suitably qualified contractors, or individuals who will sub-contract suitably qualified contractors, to remove structures situated at Top Crossing Road, Giru. Please refer to site location map attached [Appendix 1]..

2. Scope of Works

The project includes the complete removal of structures at Top Crossing Road, Giru.

2.1 General Description of Structures
   A. Small timber framed shed with corrugated iron walls on cement slab
   B. Corrugated iron roof frame on low concrete structured walls
   C. Small open shelter with corrugated iron roof on concrete slab and concrete objects nearby

Structure A:
Structure B:
Structure C:

2.2 Scope of Works Included

- Structures to be fully removed.
- All existing foundations and slabs are to be removed and ground is to be levelled.
- Site to be left in a clean and tidy condition on completion of the contract
- As the site is close to the bank of the Haughton River, care should be taken to cause minimal disruption to ground surface and vegetation.
- Successful applicant will be responsible for completing a Development Application; however, all relevant fees will be waived.
- All work to be carried out as per Work Health and Safety Act, which also includes removal of asbestos.
2.3 Asbestos
The structures do not contain asbestos. However, care should be taken to ensure that there is no evidence of asbestos material in the general area.

3 Special Conditions of Contract

3.1 Directions
3.1.1 The Council or the authorised officer may give a direction to the contractor verbally or in writing.

3.1.2 If a direction is given orally, the person giving the direction must promptly confirm the direction in writing.

3.1.3 The contractor and its employees must comply with any direction within the time set out in the direction or, if no time stipulated, promptly after receipt of the direction, unless otherwise specified in the contract.

3.1.4 However, no direction can alter or change the contractor’s fundamental rights under the contract.

3.2 Miscellaneous

3.2.1 The contractor must hold current policies for Workers’ Compensation and Public Liability (to $10 million).

3.2.2 The contractor must comply with all relevant laws and the requirements of any relevant statutory authority in executing and completing the work.

3.2.3 The contract is governed by and construed in accordance with the laws of the State of Queensland, and the parties submit to the jurisdiction of the courts of the State and all courts competent to hear appeals therefrom.

3.2.4 No agreement or understanding that varies or amends the contract will bind any party unless and until agreed to in writing by all parties.

3.2.5 None of the conditions of the contract will be waived or deemed waived, except by notice in writing signed by the party waiving the right.

3.2.6 The contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in the contract.

3.2.7 The parties to the contract are independent contractors and nothing in the contract will appoint the contractor as agent or employee of the Council.
3.3 Workplace Health and Safety

3.3.1 In this clause, unless the context indicates otherwise:

(a) the expressions "notifiable incident" and "workplace" have the meaning given in the Work Health and Safety Act 2011 ("the WHS Act"); and

(b) the expression "principal contractor" has the meaning given in the Work Health and Safety Regulation 2011 ("the WHS Regulation").

3.3.2 If the site is a workplace for the purposes of the WHS Act, from the date of acceptance of the Tender Response of the Contractor by the Principal (by Letter of Acceptance) until completion of the work under the contract:

(a) the Principal engages the Contractor to act as the principal contractor for the purposes of section 293(2) of the WHS Regulation; and

(b) the Principal authorises the Contractor to manage and control the workplace at which the work is to be undertaken, and to discharge the duties of a principal contractor under chapter 6 of the WHS Regulation for the Work; and

(c) the Contractor is deemed to have accepted the engagement in Clause 3.3.2(a); and

(d) the Contractor is deemed to have accepted responsibility for the management and control of the workplace at which the work is to be undertaken, and undertakes to discharge the duties of a principal contractor under chapter 6 of the WHS Regulation for the work; and

(e) for the purposes of the execution and completion of the work under the contract, the Contractor is responsible for performance of the functions of the principal contractor under each of the WHS Act and WHS Regulation.

3.3.3 The engagement of the Contractor as the principal contractor under the WHS Regulation in accordance with Clause 3.3.2 continues for the period specified in Clause 2 unless revoked by the Principal. The Principal may revoke the engagement of the contractor as the principal contractor under the WHS Act by giving reasonable written notice to the Contractor at any time.

3.3.4 The Contractor must indemnify and keep indemnified the Principal against all liabilities which may be imposed under, or which may arise out of, the enforcement of any provision of the WHS Act or the WHS Regulation.
3.3.5 If a notifiable incident occurs of or incidental to the execution or completion of the work, the Contractor must promptly give written notice of the occurrence of the event to the Principal.

3.3.6 If the site is a workplace and more than one contractor is appointed by the Principal to undertake work at the site at the same time, Clauses 2 to 4 inclusive do not apply.

4 General Conditions of Tendering

4.1 Submission of Tender
(a) Submit tender only on the tender form provided.
(b) Include an address for service of notices for the purpose of this tender and subsequent contact.
(c) Sign the tender form, or if the tenderer is a corporation or company sign the tender with company seal.
(d) Quoted price is to be on a lump sum basis and fixed for the term of the contract. Quoted price will include Goods and Services Tax (GST).

4.2 Lodgement of Tender
(a) Lodge tender in a sealed envelope marked with:
   “QBSC/14/033 “Removal of Structures
   - Top Crossing Road, Giru”
(b) Lodge in the tender box at the Burdekin Shire Council Chambers:-

   145 Young Street
   AYR QLD 4807

   or post to:
   The Chief Executive Officer
   Burdekin Shire Council
   PO Box 974
   AYR QLD 4807

(c) By the date and time for closing of tenders. See below.
(d) Fax or email tenders received by the date and time for closing of
tenders may be admitted for consideration subject to the concurrent
submission of a written tender.

Email address:
burdekinsc@burdekin.qld.gov.au

Fax:
(07) 4783 9999

(e) Any tender not received before the specified closing time will not be
considered unless there is satisfactory evidence provided that the
tender:
a) Was delivered before the specified closing time; or
b) Was either posted or dispatched by a recognised carrier
providing direct delivery service to the Council Chambers building in
sufficient time for delivery before the specified closing time under
normal circumstances, but was still in the course of delivery by post
or by the recognised carrier at the specified closing time due to
circumstances outside the control of the tenderer.

(f) Tenders received by telephone or verbal tenders will not be
considered.

(g) Tenders Close – 4PM FRIDAY, 3 OCTOBER 2014

4.3 Opening of Tenders
(a) Tenders will be opened after the closing time.

(b) Any tender received through the post before the specified closing
time will be kept sealed until tender opening time.

(c) Tenders will not be opened publicly.

4.4 Clarifications and Variations
(a) The Council may issue to tenderers before the closing time:
   i) Additional information; and
   ii) Information clarifying or correcting information previously
       provided,

   to assist them in preparing their tender.

(b) If the Council issues information to tenderers under clause 4.4.(a),
each tenderer must take the information into account in the
    preparation of its offer.
(c) After closing time, the Council may (without limiting its options):

i) Request clarification or further information from any tenderer; and
ii) Invite all tenderers to change their offers in response to an alteration to the specification or any of the terms and conditions of the contract; and
iii) Negotiate with one or more tenderers upon any aspect of their offer.

4.5 Post Tender Negotiations
(a) If no conforming tenders are received, the Council may commence post tender negotiations in accordance with its pre-determined strategy. This may involve negotiations with the highest tenderer or may involve inviting tenderers to consider increasing their offers. Post tender negotiations will only be conducted for a duration of fourteen (14) days after the closing date.

4.6 Tenderer to Inform Himself
(a) The tenderer is deemed to have:

i) Examined the tender documents, the site and its surroundings and other information made available.

ii) Examined information relevant to the risks, contingencies, and other circumstances having an effect on his tender and which is obtainable by the making of enquiries.

(b) A tender, once submitted, is irrevocable and prospective parties are advised that tenders will remain open for acceptance by Council until the acceptance date, being fourteen (14) days after the closing date of tenders.

4.7 Acceptance of Tender
(a) A tender will not be deemed to have been accepted unless and until a letter of acceptance is handed to the tenderer or is sent by prepaid post to, or is left at, the address stated in the tender form.

(b) Council reserves the right to reject any tender or an otherwise conforming tender.

5 Evidence of Contract

5.1 The contract between Council and the contractor is constituted by the following documents:
a) Letter of Acceptance
b) Request for Quotation
c) Offer; and;
d) Correspondence passing between Council and the contractor clarifying any aspect of the Request for Quotations.

5.2 Where there arises any inconsistency or ambiguity between provisions in the different documents which constitute the contract, the order of precedence to resolve the inconsistency or ambiguity shall be from document (a) to (d) in Clause 1.

5.3 After formation of the contract, Council may deliver a completed contract to the contractor. Within 4 days after the date of delivery of the completed contract to the contractor, the contractor must execute and return the completed contract to Council for execution. Council may extend the period for execution of the completed contract by giving written notice to the contractor.

6. Obtaining Information

6.1 No fee is payable for the supply of the specification.

6.2 Any additional information required by a tenderer may be obtained from the contact persons below:

   General enquiries can be directed to:
   Mrs
   Janice Horan
   Grants and Property Officer
   Burdekin Shire Council
   Phone: 4783 9836 Email janice.horan@burdekin.qld.gov.au

   Enquiries regarding scope of works can be directed to:
   Mr Dennis Mondin, Building Inspector
   Maintenance Supervisor
   Contact Phone number: (07) 4783 9947
   Fax number: (07) 4783 9999
   Email address: dennis.mondin@burdekin.qld.gov.au

6.3 Tenderers must not direct requests for information to, or seek to discuss the specification process with, any Councillor or officer of the Council other than the contact person.

6.4 If the Council makes information available to a tenderer, the Council reserves the right to distribute the information to each tenderer who has been provided with a copy of the specification.

6.5 Canvassing of elected members or council officers will automatically lead to disqualification.
6.6 A tenderer’s offer will not be considered if the tenderer or anybody on its behalf offers or gives anything to:

a) Any Councillor of the Council; or
b) Any officer or agent of the Council,

as an inducement or reward that could influence the actions of the person in relation to the offer.

7. Disclaimer

7.1 This specification has been compiled by Burdekin Shire Council for the information of interested parties to assist them in deciding whether they are sufficiently interested in the property offered for sale to proceed with further investigation of the property. The information does not constitute all or any part of an offer or contract of sale, and is intended as a guide only.

7.2 The information contained in the specification has been prepared in good faith.

7.3 Interested parties should not rely on any material contained in the specification as a statement or representation of fact but should satisfy themselves as to its correctness by such independent investigation as they or their legal or financial advisers see fit.

7.4 Burdekin Shire Council provides this document on the condition that, subject to any statutory limitation to do so, Burdekin Shire Council disclaims liability under any cause of action including negligence for any loss arising from reliance upon this document.
CONFIDENTIAL - TENDER FORM

BURDEKIN SHIRE COUNCIL
QBSC/14/033
TENDERS CLOSE –
4pm FRIDAY 3 OCTOBER 2014

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<th>Name of Person and/ or Company Tendering</th>
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<td>Advertise details of Public Liability Insurance Policy, including number, amount insured and expiry date. (or attach copy)</td>
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<td>Advertise details of Workers’ Compensation Insurance Policy, including Insurer, policy number, amount insured and expiry date. (or attach copy)</td>
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*By signing this document I agree to the following terms and conditions:
- I/We agree to remove all of the nominated structures located on the land to ground level.
- I/We agree to complete work in a workman and tradesman like manner and to leave the site clean and tidy. All stump and other holes and depressions will be filled and areas where removal/demolition of structures has occurred will be levelled.
- Within fourteen (14) days of the Council advising acceptance of my/our quotation, I/we agree to deliver evidence of appropriate Workers’ Compensation and Public Liability Policies.
- I/We will protect from damage all trees, plants and other vegetation which are located on the property, with the exclusion of damage that is necessary to complete the removal of the building and which is agreed upon by the Council Project Manager.
- I/We agree to comply with all relevant Acts and Regulations and all statutory (Local and State) requirements which from time to time govern the removal of dwellings and where required to pay all necessary fees and charges imposed with respect to the works to be carried out with the exclusion of Council fees which are to be waived.

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I/We offer Council the amount of $______________ (incl GST) for removal of the structures.

I/We tender $______________ (incl GST) to demolish and remove the structures.

I/We propose to start the required work on ____________________ and to finish the required work on ____________________.
APPENDIX 1 : SITE LOCATION

PROPOSED REMOVAL OF DILAPIDATED STRUCTURES

Bundaberg Shire Council
1 September 2014