



QBuild region

..... Queensland

Date issue:	Contact name:
Telephone:	Reference No:
Facsimile:	Email:

Invitation to submit offers

You are invited to submit an offer for the Works/Services described below, in accordance with the attached Conditions of Offer and Conditions of Contract "Small Scale Works/Services (QBuild)".

Offers close at:.....(for hardcopy offers) or.....
 (for electronic offers) or:..... for facsimile **on (date)**/...../..... **at (time)**.....

Note: For hardcopy offers please ensure that your offer is in a sealed envelope marked with the Reference No. and addressed to the appropriate tender box as specified above.

Description of Works/Services:

.....

.....

.....

Location:

Site contact: **Telephone:**

Attachments: **No. of pages:**

Commencement date days after acceptance of offer or/...../.....

Time for Practical Completion weeks after commencement or/...../.....

Date issued:.....Contact name:.....
 Telephone:.....Reference No:.....
 Facsimile:..... Email:.....
 Description of Works/Services:.....
 Location:.....

Offer to: The State of Queensland through QBuild, a business unit of the Department of Public Works (the Principal)

I/We (the Offerer)
 (Full Name in BLOCK LETTERS of Individuals, Partners trading in a partnership or Company)

Address:
State: **Postcode:**
Telephone: **Mobile:** **Facsimile:**
ACN (if a Company): **ABN:**.....
 hereby offer to perform the Works/Services described for the amount (inclusive of GST) of
 (words only)
 Tender sum(exclusive of GST) \$..... GST \$..... Total tender sum \$
 (Please note the amount in words takes precedence)

This offer includes for the following addenda(Please list all addenda e.g. 1, 2, 3 – not three or 3)

Licensing requirements: (Please complete or update with current information)
 QBSA licence number: Category:
 Other licence (eg Electrical):..... Restrictions/Conditions: (if any)

I/We have the following insurances: (Please complete or update with current information)
 Insurance of employees (WorkCover) or equivalent for self employed policy number: Valid to /..... /.....
 Public liability policy number: Valid to /..... /.....
 Other type:
 Policy number: Valid to /..... /.....

Name of Offerer or authorised person(s):
Signature(s): **Date:** /..... /.....

Conditions of Offer for Small Scale Works/Services

- A1** An offer is made on the basis that the Offerer has full knowledge of all matters relating to the Contract.
- A2** The Principal is not bound by any oral advice or information given in respect of the offer but is bound only by written advice or information.
- A3** The Principal is not bound to accept the lowest or any offer, but may accept an offer which appears to be best "value for money", or not accept any offer. Offers lodged at an incorrect tender box, by e-mail or after the closing time may not be considered. An offer is not accepted until the date of notification in writing to the Offerer. The Contract commences on the date of such notification in writing.
- A4** The Offerer acknowledges and agrees that if awarded a Contract as a result of submitting an offer, it shall comply with the requirements of the **Conditions of working with QBuild – Contractors** and, prior to commencing the Works/Services, be registered as a QBuild registered contractor.
- A5** The Offerer is deemed to have completed an environmental risk assessment and allowed for all necessary environmental controls to complete the Works/Services without causing environmental harm.
- A6** If the Offerer provides a quote for the Works/Services on a form other than the provided offer form, the issuance by the Principal of a purchase order or work order for the Works/Services shall be deemed to include these Conditions of Offer and the Conditions of Contract set out below.

Conditions of Contract

1 Definitions

"Contract" means the Contract in writing between the Principal and the Contractor for the execution of the Works/Services and includes these Conditions of Contract, the **Conditions of working with QBuild – Contractors** and any drawings and specifications.
 "Practical Completion" means the Works/Services are complete except for minor omissions and defects that will not (and the rectification of which will not) prevent or impair the normal use of the Works/Services.
 "Superintendent" means the person nominated by the Principal. The 'Superintendent' may appoint a representative. The Superintendent may also be referred to as the 'Principal's Representative', in which case references in the Contract to 'Superintendent' include a reference to 'Principal's Representative'.
 "Works/Services" means the work or services to be executed in accordance with the Contract, including variations.

2 Execution of Works/Services

The Contractor shall undertake the Works/Services in accordance with the Contract. Unless otherwise provided, the Contractor is responsible for all things, including minor items not expressly mentioned in the specification and drawings, necessary for satisfactory completion of the Works/Services. The specification and drawings are mutually explanatory and anything contained in one but not in another is equally binding as if contained in all.
 The Contractor shall comply with the requirements of legislation and public or other authorities, and unless otherwise specified pay all fees, give all notices and obtain necessary consents.

3 Assignment and subcontracting

The Contractor shall not assign or subcontract the Works/Services, or any part thereof or any payment thereunder, without the prior written approval of the Superintendent. The Contractor shall not, without the prior written approval of the Superintendent, allow a subcontractor to subcontract the Works/Services. The Superintendent may, in its entire discretion and without giving reasons, reject any request for approval by the Contractor pursuant to this clause.

4 Workplace health and safety

- (a) The Contractor indemnifies the Principal against liabilities arising out of the enforcement of the Contractor's obligations under the *Workplace Health and Safety Act 1995* or Regulations.
- (b) The Contractor shall notify the Superintendent of every work caused illness, work injury, serious bodily injury and dangerous event which occurs on site as soon as possible but not later than 12 hours after such occurrence.
- (c) Except as stated in the Contract, if material which may contain asbestos or any other hazardous substance is discovered, the Contractor shall not disturb it and shall inform the Superintendent who shall direct the action to be taken.

5 Protection of persons and property

The Contractor shall take all measures necessary to protect people and property, including the Works/Services, avoid unnecessary interference with passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance. If the Contractor damages any property, including the Works/Services, the Contractor shall provide temporary protection for, and repair it at its cost.

6 Indemnity by the Contractor

The Contractor indemnifies the Principal against:
 (a) loss of or damage to the Works/Services or the Principal's property; and
 (b) claims by any person in respect of injury, death or loss of or damage to any property,
 resulting from or in any way connected with the Contractor carrying out the Works/Services, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that an act or omission of the Principal, or its employees or agents, contributed to the loss, damage, death or injury.

7 Public liability insurance

Before commencing the Works/Services the Contractor shall have public liability insurance for an amount not less than five million dollars (\$5,000,000) or such amount required by the Principal. The Contractor shall maintain such insurance for the duration of the Contract and produce evidence of insurance if requested.

8 Insurance of employees (WorkCover)

Before commencing the Works/Services 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 such insurance for the duration of the Contract and produce evidence of insurance if requested. The Contractor shall ensure that every subcontractor is similarly insured.

9 Materials and workmanship

Materials and workmanship shall be as specified in the Contract. Where not specified, they shall be suitable for purpose and consistent with the nature and character of the Works/Services. Unless otherwise specified, materials shall be new. Workmanship

"QBuild encourages the use of local industry and locally manufactured, sustainable products."

shall be in accordance with manufacturer's recommendations or, if none, the relevant Australian Standard. Apart from any tests specified, the Superintendent may at any time direct that any materials or work shall be examined and/or tested. The Contractor shall comply with any direction by the Superintendent to remedy any work not in accordance with the Contract within the period of time stipulated in writing by the Superintendent. If the Contractor fails to comply with such a direction to carry out rectification work within the time stipulated, the Principal may have the rectification work the subject of the direction carried out by others at the Contractor's expense or may accept the work at a reduced value. The Principal may deduct the cost of rectification work or reduced value from payments or recover the cost or reduced value as a debt due from the Contractor. The Principal may deduct the estimated cost of rectification work from payments until such time as the Principal has incurred the cost of rectification.

10 Time for completion

The Contractor shall execute the Works/Services to Practical Completion within the time stated on the offer form or within any extended time agreed by the Superintendent. The Contractor is not entitled to an extension of time for delays caused by it at any time, nor for delays due to inclement weather or industrial conditions occurring after the time for Practical Completion. The Superintendent may extend the time for completion for any reason.

11 Defects liability period

The Contractor shall promptly rectify all defects and omissions notified to the Contractor during the period of six (6) months from Practical Completion. If the Contractor fails to do so, the Principal may have the omission or defect remedied by other persons and the cost so incurred shall be a debt due to the Principal which may be deducted from payments.

12 Variations

The Superintendent may direct in writing a variation. The Contractor shall submit the price to the Superintendent within 14 days. The variation shall be valued by agreement between the Contractor and the Superintendent or failing agreement, by the Superintendent, and the Contract price adjusted accordingly. The margin for profit and attendance is 12.5%. No payment shall be made unless the variation is authorised in writing.

13 Payment

Each month, or as otherwise agreed, the Contractor shall give the Superintendent a payment claim supported by information the Superintendent may reasonably require, including job statements where applicable. Where this Contract is a 'building contract' as that term is defined in the *Queensland Building Services Authority Act 1991*, payment will be made within 15 business days of receipt of the claim. Otherwise, payment will be made within 22 business days of receipt of the claim. Payment shall take into account any 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. Payment is not evidence of the value of work done or that it has been done satisfactorily or an admission of liability but is payment on account only. 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/Services on site. For the purposes of the *Building and Construction Industry Payments Act 2004*, the Superintendent is authorised to receive payment claims and to issue payment schedules on behalf of the Principal.

14 Default

- (a) Subject to clause 14(c), if the Contractor fails to commence the Works/Services within the time stated in the offer, or fails to proceed with the Works/Services 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/Services, the Principal may, by written notice, require the Contractor to show cause by the date specified in the notice, which shall be not less than five (5) days, why the Principal should not exercise a right under clause 14(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 the 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 under the *Bankruptcy Act 1966*, or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
 - (iv) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets; or
 - (v) fails to maintain registration with QBuild as a QBuild registered contractor,
 the Principal may, without giving a notice to show cause, exercise a right under clause 14(b).
- (d) In the event that the Principal takes the work out of the hands of the Contractor, the Principal may itself or by means of other persons, complete the whole or any part of that work and may without payment of compensation take possession of any constructional plant and other things on or in the vicinity of the site as are owned by the Contractor. If the cost incurred by the Principal in completing the work is greater than the amount which would have been paid to the Contractor if the Contractor had completed the work, the difference shall be a debt due from the Contractor to the Principal, otherwise any difference shall be a debt due from the Principal to the Contractor.

15 Disputes

Within 14 days of a dispute arising either party may refer it to the Superintendent. Within 28 days of receiving notice of dispute the Superintendent shall give its written decision. If the Superintendent fails to give the decision, or if either party is dissatisfied with it, the parties shall within 14 days of receipt of the decision, or the date upon which it should have been given, confer to resolve the dispute.

16 GST and PAYG

- (a) *GST Included in Price*
Payments for any taxable supplies under the Contract include GST.
- (b) *Tax Invoices*
The Contractor must issue to the Principal a tax invoice or adjustment note (as the case may require) within five (5) business days after each of the following occurring in relation to that taxable supply:
 - (i) the Contractor submitting a claim for payment that is not in the form of a valid tax invoice;
 - (ii) the Superintendent certifying an amount for payment different to the amount claimed;
 - (iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.
- (c) *PAYG Withholding*
Whenever the Principal reasonably considers itself bound by law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Contractor, amounts calculated and to be withheld in accordance with the law.