



Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

Notice to Tenderers

Project Name

.....

Project Number

.....

NOTICE TO TENDERERS

Disclaimer:

- *Information provided in this Notice to Tenderers is intended to assist the Tenderer in the preparation of the Tender and may not be inclusive of all the requirements of the Tender Documents.*
- *The Tenderer shall not rely on this Notice to Tenderers.*
- *The Tenderer shall ensure and satisfy itself that its Tender complies in every respect with the requirements of the Tender Documents.*
- *Notwithstanding any provision of the Tender Documents to the contrary, the information provided in this Notice to Tenderers does not form part of the Tender Documents and it shall not alter any requirement of the Tender Documents or any obligation, liability or right of the Tenderer, Managing Contractor or Principal.*
- *The Principal shall not be liable to the Tenderer for any claim, demand, action, proceeding or suit arising out of or in connection with this Notice to Tenderers or the provision of the information contained herein.*

1. Changes to the Department's suite of building construction and maintenance contracts

Tenderers should note that the Department of Housing and Public Works' suite of building construction and maintenance contracts have recently been updated in response to legislative and policy updates, including to implement the temporary suspension of the best practice principle related to industrial relations in the Queensland Procurement Policy, the temporary suspension of Best Practice Industry Conditions (BPICs), and machinery of government changes. Other minor general updates to the documents have also been undertaken at this time.

Tenderers are responsible for familiarising themselves with the Tender Documents applicable to this tender, noting that they may be different from previous versions.

Copies of the Government's suite of building construction and maintenance contracts are available at:

<https://www.forgov.qld.gov.au/building-construction-and-maintenance-contract-templates>

Guidelines and additional information are available online regarding:

- the [Queensland Procurement Policy](#), the [Best practice principles: Quality, safe workplaces](#), the [Ethical Supplier requirements](#) and the [Queensland Government Supplier Code of Conduct](#);
- the Queensland Government [Building Policy Framework](#) and [Prequalification \(PQC\) System](#);
- the [Queensland Government Building and Construction Training Policy](#);
- the [Trust Account framework](#);
- the [Queensland Charter for Local Content](#).

2. Preferred Tenderer Stage

The Tenderer should note that the Managing Contractor Tender Requirements make provision for a Preferred Tenderer Stage, summarised as follows:

- The Tenderer is required to lodge its Tender in accordance with clause 7.1 of the Conditions of Tender, noting that Tender Form – Part B and all schedules and other parts of the Tender Documents required to be completed or provided with the Tender Form – Part B are only required to be submitted by the Tenderer if requested by the Principal under clause 7.2.8 of the Conditions of Tender and are to be submitted in the manner and to the address notified to the Tenderer.
- Tenders will be evaluated in accordance with the Tender Documents, and the Preferred Tenderer will be notified in accordance with clause 9.5.1 of the Conditions of Tender.
- All remaining Tenderers will be notified that the Preferred Tenderer Stage has commenced.
- The Preferred Tenderer will be required to carry out and complete the work described in Schedule 4, in accordance with the terms and conditions set out in Schedule 3.
- The Preferred Tenderer will be paid a fixed fee, nominated in Schedule 4, for carrying out and completing the work described in Schedule 4, upon conclusion of the Preferred Tenderer Stage.

- The Preferred Tenderer Stage will conclude on a fixed date arrived at by reference to the period stated Schedule 4.
- At any time during or after the Preferred Tenderer Stage, the Principal may issue amendments to the Tender Documents only to the Preferred Tenderer (or if the Principal has declined to accept the Preferred Tenderer's Tender, to the next preferred Tenderer) in accordance with clause 5.2.2 of the Conditions of Tender. This may include amendments to the Project Brief resulting from the Preferred Tenderer's participation in the Preferred Tenderer Stage.
- In accordance with clause 7.2.8 of the Conditions of Tender, no earlier than 14 days prior to the conclusion of the Preferred Tenderer Stage, the Principal may request the Preferred Tenderer to provide its Tender Form – Part B and all schedules and other parts of the Tender Documents required to be completed or provided with the Tender Form – Part B, which shall form part of the Preferred Tenderer's Tender.
- The Principal may, at any time, exercise a right under clause 9.1.2 of the Conditions of Tender. If the Principal declines to accept the Preferred Tenderer's Tender, the Principal may request the next preferred Tenderer to provide its Tender Form – Part B and all schedules and other parts of the Tender Documents required to be completed or provided with the Tender Form – Part B, which shall form part of the next preferred Tenderer's Tender.
- If the Preferred Tenderer is awarded a Contract, the work performed by the Preferred Tenderer during the Preferred Tenderer Stage does not form part of that Contract, except only to the extent that it has been incorporated in writing into the Project Brief.

The above summary is not complete nor comprehensive and does not identify all requirements or changes that may exist between these Tender Documents and any previous versions or similar documents. The Tenderer must not rely on the above information and is required to refer to the Tender Documents to determine the conditions of tender and conditions of contract for the project and the obligations, rights and liabilities of the parties set out therein. ***The Tenderer is responsible for familiarising itself with the Tender Documents applicable to this tender.***

3. BIF Act

If this is an eligible contract, a project trust account may be required, and a separate retention trust account may be required for holding cash retentions, pursuant to the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

To support industry, a comprehensive range of tools and materials are available on the [Queensland Building and Construction Commission \(QBCC\) website](#).

GUIDENOTE: [DELETE BEFORE PUBLISHING]

- ***Where Australian Government funding meets the thresholds described below for the Work Health and Safety Accreditation Scheme accreditation, clause 26.3 of the Conditions of Contract will be applicable and the relevant Annexure item should be completed accordingly to reflect this.***
- ***If this project is not the subject of Australia Government Funding or the Australian Government Funding does not meet the thresholds described, delete section 4 below.***

4. Australian Government funding

This project is the subject of Australian Government funding. Accordingly, the Australian Government requires that contractors engaged by the Principal be accredited under and comply with the Work Health and Safety Accreditation Scheme. Further information can be obtained at www.fsc.gov.au.

Work Health and Safety Accreditation Scheme

The Australian Government is committed to improving Work Health and Safety ("WHS") outcomes in the building and construction industry. An important initiative to achieve this is the Work Health and Safety Accreditation

Scheme (the “Scheme”). The Scheme is established by the *Federal Safety Commissioner Act 2022* (Cth) and specified in the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023* (Cth).

Depending on the value of a project, only persons who are accredited by the Federal Safety Commissioner under the Scheme can enter into head contracts for building work that is funded directly or indirectly by the Australian Government. Rule 26(g) of the *Federal Safety Commissioner (Accreditation Scheme) Rules 2023* (Cth) outlines provisions applying to joint venture arrangements that include accredited and unaccredited builders.

The Scheme accreditation requirement applies to building work that is indirectly funded by the Australian Government where:

- the project includes building work of \$4 million (including GST) or more; and
- the value of the Australian Government contribution to the project is at least \$6 million (including GST) and represents at least 50 per cent of the total construction project value; or
- the Australian Government contribution to a project is \$10 million (including GST) or more, irrespective of the proportion of Australian Government funding.

Building work is considered indirectly funded where it is funded by the Commonwealth (Australian Government) or a Commonwealth authority through grants and other programs. This includes building projects where the Australian Government provides money through a funding agreement or grants to a person, for example a state or territory government who then may contract with persons who will undertake the building work or persons who will arrange for the building work to be carried out.

Indirectly funded building work also includes building projects that the person, who receives Australian Government funding, facilitates by agreement (for example pre-commitment lease, Build Own Operate (“BOO”) and Build Own Operate Transfer (“BOOT”) arrangements).

If a project meets the above threshold amounts, the requirement that accredited builders carry out the building work only applies to contracts for building work that are valued at \$4 million (GST inclusive) or more.

Tenderers are referred to the Tender Form, clause 19 of the Conditions of Tender and Clause 26.3 of the Conditions of Contract.

5. [Project specific Notice to Offerors section]

[Project Managers may insert other applicable sections as appropriate but must not include anything that is to be relied upon in the Contract as this document does not form a part of the Contract. Delete this section if not required]

GUIDENOTE: [DELETE BEFORE PUBLISHING]

- **Once the form has been completed, please convert to PDF before inserting into the Offer Pack.**
- **To enable Hyperlinks: Go to File menu, select Save as, click down arrow for format type, scroll down and choose PDF.**
- **Please note printing to PDF will not enable the hyperlinks to work.**