



<b>PROJECT TENDER INFORMATION</b>			
<b>Project Name:</b>			
<b>Project Number:</b>			
<b>Principal's Contact Officer:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Fax:</b>	
<b>Tender lodgement address:</b>	The Queensland Government Tender Box C/o Decipha Pty Ltd 2 Duncan Street, West End QLD 4101		(Please ensure that your Tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box)
<b>Time for close of Tender:</b>	2.00 pm on ...../...../20.....		
<b>No. of copies of Tender:</b>	Original plus ..... copies		

### 1. TENDER

<b>To</b>	The State of Queensland through ... (the Principal)		
<b>I / We</b>	Full Name in BLOCK LETTERS of the Tenderer (Individuals or Company) being a public* / private* company incorporated in (*Delete one)		
<b>ACN:</b>		<b>ABN:</b>	
<b>Registered Office Address:</b>			
<b>QBCC License No:</b>		<b>PQC Registration:</b>	
<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			

hereby tender in respect of the following items for the above Project in accordance with the terms, conditions and requirements contained in the Tender Documents as amended or clarified by Addenda numbered ..... \* inclusive. (\*List all addenda, as applicable, e.g. 1, 2, 3 – not three or 3)

### General Tender Warranty

Without limitation, I/we acknowledge the tender warranties set out at clause 8 of the Conditions of Tender.

### Domestic and family violence policy

The Queensland Government is committed to ending domestic and family violence. Through its response to the Not Now, Not Ever report, government recognises that addressing domestic and family violence requires a whole community coordinated response. This means not just government but also businesses, community groups and every individual taking responsibility for creating cultural change.

(tick one)

1. Does the Tenderer have zero tolerance for domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the Tenderer have a workplace response supporting employees affected by domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does the Tenderer have a workplace approach to preventing or addressing domestic and family violence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does the Tenderer have any formal policies, strategies, and practices in place aimed at preventing or addressing domestic and family violence? (If yes, attach copies of the document/s)	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Warranty to not supply Dumped Goods

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will not supply 'dumped goods' to the Queensland Government during the Contract term.

### Warranty to Comply with Training Policy

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the training requirements of Clause 41.4 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

**Ethical Supplier Threshold**

(The Tenderer must respond to the Ethical Supplier Threshold criteria included below. Responses should only include matters from the previous 5 years, starting from 1 August 2019)

Since 1 August 2019, has the Tenderer:	(tick one)
1. contravened a civil remedy provision of Chapter 2 or Chapter 3 of the <i>Fair Work Act 2009</i> (Cth), or committed an offence against the <i>Fair Work Act</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the <i>Industrial Relations Act 2016</i> (Qld), or committed an offence against the <i>Industrial Relations Act</i> , or failed to pay employment related levies, or other payments, established under Queensland legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. failed to make superannuation contributions on behalf of employees in accordance with law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. purported to treat employees as independent contractors, where they are not?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the <i>Labour Hire Licensing Act 2017</i> (Qld), or a supplier who is an unlicensed provider under the <i>Labour Hire Licensing Act</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. paid employees' wages below those provided for in an applicable modern award (including for people with disability, 'suppliers' must provide award-based wages (using the Supported Wage System where appropriate))?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Warranty to comply with Queensland Procurement Policy, Ethical Supplier Threshold, Ethical Supplier Mandate and Best Practice Principles**

By its signature on this Tender Form, the Tenderer warrants that:

- the Tenderer's responses to the Ethical Supplier Threshold criteria are true and correct;
- if, at any time after the Tenderer submits its Tender, the Tenderer's responses to the Ethical Supplier Threshold criteria are no longer true and correct for any reason, the Tenderer will promptly notify the Principal's Contact Officer of the change to the Tenderer's response; and
- if awarded a Contract for this project, the Tenderer will comply with the requirements of Clauses 21.2 and 41.7 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

**Warranty to comply with the Queensland Government Supplier Code of Conduct**

By its signature on this Tender Form, the Tenderer:

- acknowledges that:
  - the Queensland Government wants to work with ethically, environmentally and socially responsible suppliers;
  - the Supplier Code of Conduct sets out the standards and expectations government has of suppliers who want to work with it;
  - the standards and expectations set out in the Supplier Code of Conduct do not limit, alter or supersede any obligations of the Tenderer under a subsequent contract or at law;
  - to ensure that the Supplier Code of Conduct remains current and relevant, it may be amended or updated by the Queensland Government; and
  - the Tenderer is responsible for checking for updates and amendments to the Supplier Code of Conduct.
- confirms that:
  - the Tenderer understands the Queensland Government's standards and expectations of suppliers as set out in the Supplier Code of Conduct;
  - the Tenderer meets and will continue to meet the Queensland Government's standards and expectations as set out in the Supplier Code of Conduct, including as may be updated or amended;
  - the Tenderer will raise concerns or otherwise seek clarification in relation to any aspects of the Supplier Code of Conduct, including any updates or amendments to the Supplier Code of Conduct; and
  - the Tenderer will make all reasonable efforts to ensure its supply chain is ethical, compliant with the Supplier Code of Conduct and not complicit in practices that may exploit human rights or constitute modern slavery, including taking appropriate measures to assess and address supply chain risks.
- warrants that, if awarded a Contract for this project, the Tenderer will meet the undertakings provided in this warranty.

**Work Health and Safety Accreditation Scheme**

If stated in the Annexure, it is a requirement of this project that the successful Tenderer be accredited under the Work Health and Safety Accreditation Scheme ("Scheme") established by the *Federal Safety Commissioner Act 2022* (Cth), at the time of entering into the contract for the building work and while the building work is being carried out. The successful Tenderer must comply with all conditions of Scheme accreditation.

Details of Tenderer's accreditation status, including the accreditation expiry date, or evidence that accreditation is being sought under the Scheme:	
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<u>Corporation</u>	<u>ACN &amp; Registered office address</u>
<i>Where the Tenderer is related to, or is a subsidiary of, another or other corporations as defined in the Corporations Act 2001 (Cth), that (those) corporation(s) is (are) as follows:</i>	

<b>Executed by:</b>		
	<i>Name of Company</i>	<i>ACN</i>

In accordance with section 127 of the *Corporations Act 2001* (Cth) by:

<b>Signed by:</b>		
	<i>Signature of Director/Secretary</i>	<i>Signature of Director</i>
	<i>Name of Director/Secretary</i>	<i>Name of Director</i>
On the ..... day of ..... 20.....		

**Privacy Statement:** The Principal is collecting the personal information on this Tender Form for the purposes of Tender evaluation and any subsequent contract that may arise. The information may be used in accordance with the provisions of the Tender Documents. Any personal information included on this Tender Form may be disclosed to the Tender evaluation panel and their advisors but will not be disclosed to any other third party without the Tenderer's consent unless authorised or required by law or stipulated in the Tender Documents. Personal information will be handled in accordance with the *Information Privacy Act 2009* (Qld).

The Principal is also collecting the personal information on this Tender Form for the purposes of determining Tenderer compliance with the Ethical Supplier Threshold and the Ethical Supplier Mandate in respect of the Tender and any subsequent contract that may arise. Any personal information included on this Tender Form may be disclosed to the Queensland Government Procurement Compliance Branch within the Department of Housing and Public Works and the Tripartite Procurement Advisory Panel for compliance purposes.

<b>2. MANAGEMENT FEE</b>	<i>Conditions of Contract Clause 2.1</i>	
(a) Stage One – Lump sum (inclusive of GST):		\$.....
(b) Stage Two – Lump sum (inclusive of GST): (for the purposes of calculating the Contract Sum pursuant to Clause 11.1.2 of the Conditions of Contract)		\$.....
<b>3. OFF SITE OVERHEADS AND PROFIT FEE</b>	<i>Conditions of Contract Clause 2.1</i>	
(a) Stage One – Lump sum (inclusive of GST):		\$.....
(b) Stage Two – Percentage: (for any Early Works and for the purposes of calculating the Contract Sum pursuant to Clause 11.1.2 of the Conditions of Contract)		.....%
<b>4. ON SITE OVERHEADS FEE</b>	<i>Conditions of Contract Clause 2.1</i>	
Stage Two – Lump sum (inclusive of GST): (for any Early Works and for the purposes of calculating the Contract Sum pursuant to Clause 11.1.2 of the Conditions of Contract)		\$.....
<b>5. CONSULTANTS FEE</b>	<i>Conditions of Contract Clause 2.1</i>	
Lump sum (inclusive of GST): (more detailed breakdown to be included at the table at item 8)		\$.....
The Consultants Fee must be no less than \$.....*		
<b>6. PROVISIONAL DELAY ALLOWANCE</b>	<i>Conditions of Contract Clause 50</i>	
Stage Two – Allowance (inclusive of GST): (in the event that Stage Two proceeds)		\$.....
<b>7. SCHEDULE OF AGREED DAMAGES FOR DELAY BY THE PRINCIPAL</b>	<i>Conditions of Contract Clause 50</i>	

The Tenderer's attention is drawn to Clause 50 of the Conditions of Contract. This provides for the Contractor to be paid "agreed damages", inclusive of GST, in respect of delays caused by the Principal, the Principal's Representative or the Principal's employees, consultants, other contractors or agents, or any breach of the Contract by the Principal, where the conditions precedent set out in Clause 50 have been satisfied.

The agreed damages shall be calculated by reference to a daily rate which is inclusive of GST.

The Tenderer shall price this schedule and the total of the provisional number of delay days stated multiplied by the tendered rate per day (inclusive GST) shall be the provisional delay allowance included in its Tender. Such provisional delay allowance may be taken into account in the assessment of the Tender.

The Tenderer may submit multiple rates for different phases of the Construction Work, during Stage Two, where On Site Overheads for those phases are significantly different.

Description of portion of contract, during Stage Two, to which Delay Rate applies	Provisional no. of delay days	Tendered Rate/Day (Inclusive of GST)	Total Provisional Delay Allowance (inclusive of GST) included in Tender
Stage Two	.....* delay days	x \$...../day	= \$.....

The inclusion of provisional delays in the Contract shall not be taken as an anticipatory breach and shall not prevent the Principal from exercising the Principal's rights under the Contract or at law.

**\* Project Manager to insert as appropriate for the project – delete this guide note**

8. CONSULTANTS		Conditions of Tender clause 7.12						
DISCIPLINE	CONSULTANT	DESCRIPTION OF SERVICES <i>Attach additional information in accordance with the Tender evaluation criteria</i>	LUMP SUM FEE <i>Schematic Design</i>	LUMP SUM FEE <i>Developed Design</i>	LUMP SUM FEE <i>Contract Documentation</i>	LUMP SUM FEE <i>Construction</i>	LUMP SUM FEE <i>Post Construction</i>	TOTAL LUMP SUM FEE
Architects & Primary Consultants			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Quantity Surveyors			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Mechanical Engineers			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Electrical Engineers			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Communications			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Lift Services			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Fire Services			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Security Services			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Hydraulic Services			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Civil Engineers			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Structural Engineers			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Façade Engineers			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
Acoustics			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
[Other Service]			\$.....	\$.....	\$.....	\$.....	\$.....	\$.....
<b><u>TOTAL LUMP SUM CONSULTANTS FEE</u></b>								\$.....

## RETURNABLE TENDER SCHEDULE – BPP CONSENT

<b>Project Tender Information</b>			
<b>Project Name:</b>			
<b>Project Number:</b>			
<b>Tenderer Details</b>			
Tenderer's Legal name(s) <i>(include all current and previous legal names)</i>			
Tenderer's Trading name(s) <i>(include all current and previous trading names)</i>			
Other names the Tenderer may be known by <i>(include all current and previous names)</i>			
ACN:		ABN:	
Address:			
QBCC License No:		Electrical Contractor Licence No:	
Workers' Compensation Policy No:			
<b>Consent</b>			

I, as an authorised officer of the Tenderer, consent to:

- the Queensland Government, through the relevant Government Department or Instrumentality, giving information to the Principal in relation to the Tenderer's history of compliance with Best Practice Principles, being:
  - workplace health and safety systems and standards; and
  - commitment to apprentices and trainees.

I acknowledge that the information provided may include personal details, and details of the following:

- incidents and complaints involving the Tenderer and the Office of Industrial Relations' response to these incidents and complaints;
- audits undertaken by the Office of Industrial Relations involving the Tenderer;
- enforcement action taken under the *Work Health and Safety Act 2011* (Qld) and the *Electrical Safety Act 2002* (Qld);
- current and historical investigations, prosecutions and enforceable undertakings involving the Tenderer;
- referrals to the Electrical Licensing Committee for disciplinary matters;
- disciplinary and enforcement action undertaken by the Electrical Licensing Committee;
- workers' compensation claims made by the Tenderer's workers;
- performance reports regarding a Tenderer's compliance with the Queensland Government Building and Construction Training Policy.

I understand that the Principal will only use this information for the procurement process of this Tender and that separate consent will be required for future or additional Tenders made by the Tenderer, in relation to Best Practice Principles.

<b>Details of Authorised Officer Completing Consent Form</b>			
Name:			
Position		Phone No:	
Email:			
Signature:		Date:	