



<b>PROJECT TENDER INFORMATION</b>			
<b>Project Name:</b>			
<b>Project Number:</b>			
	<i>(please quote Project No. when responding)</i>		
<b>Principal's Contact Officer:</b>		<b>Phone:</b>	
<b>Email:</b>			
<b>Tender lodgement address</b>	<b>hardcopy tender:</b> <i>(if applicable)</i>	[The Queensland Government Tender Box C/o Decipha Pty Ltd 2 Duncan Street, West End QLD 4101]	<i>(Please ensure that your tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box)</i>
	<b>electronic tender:</b> <i>(if applicable)</i>		
<b>Time for close of Tender:</b>	2.00 pm on ..../..../....		

<b>Tenderer Details</b>			
I / We			
	<i>Full name in BLOCK LETTERS of the Tenderer (Individual or Company) (Include trading name if applicable)</i>		
ACN:		ABN:	
Address:			
QBCC License No:		PQC Registration No:	
Phone:		Fax:	
Email:			

hereby tender to execute and complete all work and perform all of the obligations for the above Project in accordance with the Tender Documents:

for the lump sum of			
	(incl. GST) (" <b>Tender Sum</b> ")		
	<i>(amount in words)</i>		
Calculation of GST component of Tender Sum:	Tender Sum excl. GST:	\$	
	GST Component of Tender Sum:	\$	
	Tender Sum:	\$	
The Tender Sum includes for the provision of:	<input type="checkbox"/> addenda designated ..... inclusive; or <i>(Tick and list all addenda, as applicable, e.g., 1, 2, 3 – not three or 3)</i>		
	<input type="checkbox"/> Nil addenda. <i>(tick, if no addenda provided)</i>		
Tenderer's address for service of notices:			

**Schedule of Provisional Quantities**

The Tenderer must price this schedule and the total of the provisional quantity(ies) stated multiplied by the tendered rate per item will be a provisional allowance(s). The Tendered rate(s) in this schedule will be the rate exclusive of GST. Notwithstanding, the Tenderer acknowledges that the Tender Sum of the Tender Form includes both the provisional allowance(s) plus the GST component(s) in relation to the provisional allowance(s).

Description of Work	Provisional Quantity	Tendered Rate / Unit (excl. GST)	Provisional Allowance (excl. GST)

<b>Installation Work Lump Sum Offer Component</b>			
<b>GENERAL GUIDE NOTE:</b> <i>The Installation Work Lump Sum offer component of the Contract is to be used by exception and where there is a specific project need. Where the supply and install of the modules can be tendered as a lump sum, delete the Installation Work Lump Sum offer line items below]</i>			
Holding Rate costs being a [insert] rental rate for storing the Modular Building for a maximum duration equivalent to the Defects Liability Period, if the work the subject of the Installation Work provisional sum does not proceed because the Installation Work Lump Sum offer is not accepted. <b>[GUIDE NOTE:</b> <i>Delete item if no Installation Work Lump Sum offer and Holding Rate requirement.]</i>		\$	\$
Bulk and detailed earthworks [insert] <b>[GUIDE NOTE:</b> <i>If an Installation Work Lump Sum offer is applicable and tenderers are required to supply and install, detail line item by line item, the required site works (including all design and certification requirements) – e.g., bulk and detailed earthworks, services connections and access works (e.g. paths, stairs, etc)]</i> <i>Delete item if no Installation Work Lump Sum offer and Holding Rate requirement.]</i>			

Where the Tenderer fails to submit an amount against a quantity, for any reason whatsoever, the Tenderer will be deemed to have included in the Tender Sum an allowance for the Provisional Quantity(ies) of the item(s) as stated in this schedule. Any adjustment to the Provisional Quantity(ies) will be valued pursuant to Clause 40.5 of the Conditions of Contract. In the event that the provisional allowance does not equal the provisional quantity multiplied by the tendered rate /unit per item, the tendered rate /unit per item will prevail and the provisional allowance will be adjusted to equal the tendered rate / unit per item multiplied by the provisional quantity.

**Schedule of Agreed Damages for Delay by the Principal**

The Tenderer’s attention is drawn to Clause 36 Alternative 2 of the Conditions of Contract. This provides for the Contractor to be paid “agreed damages”, calculated by reference to the Delay Rate contained in this schedule, in respect of delays caused by an event described in Clause 35.5(b) of the Conditions of Contract, where the conditions precedent set out in Clause 36.1 Alternative 2 have been satisfied.

Where Clause 36 Alternative 2 applies, the Tenderer may price this schedule by submitting a Delay Rate or, if for any reason whatsoever the Tenderer does not price this schedule, the following formula will apply and the rate so calculated will be deemed to be the Delay Rate.

$$R = \frac{6.5\% \text{ of the Tender Sum (excl. GST)}}{\text{Contract Time} \times 5}$$

Where: “Contract Time” is the period (in weeks) allowed in the Tender documents for Practical Completion; and  
“R” is the Delay Rate (excl. GST).

Where Clause 36 Alternative 2 applies and for any reason whatsoever the Tenderer does not complete this schedule, the Provisional Number of Delay Days is ten (10).

Description of portion of contract to which Delay Rate applies	Provisional Number of Delay Days	Delay Rate (excl. GST)	Provisional Delay Allowance (excl. GST)
<b>GENERAL GUIDE NOTE:</b> <i>The Installation Work Lump Sum offer component of the Contract is to be used by exception and where there is a specific project need. Where the supply and install of the modules can be tendered as a lump sum, delete the Installation Work Lump Sum offer line items below.]</i>			
Whole of Contract <b>[GUIDE NOTE:</b> <i>If Separable Portions are applicable, adjust the description as required.</i> <i>Delete item if an Installation Work Lump Sum offer is applicable]</i>	..... Delay Days	x \$...../day	= \$.....
The period from Letter of Acceptance to the acceptance or non-acceptance of the Installation Work Lump Sum offer. The delay rate for this period is to be equivalent to the Holding Rate, pro-rated to days, as nominated in the Schedule of Provisional Quantities	..... Delay Days	x \$...../day	= \$.....

<p><b>[GUIDE NOTE: Applicable if there is the Installation Work Lump Sum offer requirement.</b></p> <p><b>Delete item if no Installation Work Lump Sum offer or Holding Rate requirement.]</b></p>	
<p>The period from acceptance of the Installation Work Lump Sum offer to Practical Completion</p> <p><b>[GUIDE NOTE: Applicable if there is the Installation Work Lump Sum offer requirement.</b></p> <p><b>Delete item if no Installation Work Lump Sum offer.]</b></p>	<p>..... Delay Days x \$...../day = \$.....</p>

The Provisional Number of Delay Days stated in this schedule, multiplied by the Delay Rate (whether submitted by the Tenderer or calculated according to the formula set out above) will be the Provisional Delay Allowance. The Tenderer acknowledges that the Tender Sum of the Tender Form includes both the Provisional Delay Allowance plus the GST component in relation to the Provisional Delay Allowance.

Where a Tenderer tenders a rate for the Provisional Number of Delay Days stated in this schedule and a higher rate for Delay Days thereafter then, for the purposes of evaluating tenders only, the Tender Sum will be adjusted by deleting the Provisional Delay Allowance plus GST and adding the total of the Provisional Number of Delay Days multiplied by the higher tendered rate plus GST.

The Provisional Number of Delay Days is not included in the Contract time, nor will it be taken as an anticipatory breach and nor will it prevent the Principal from exercising its rights under the contract or at law.

### 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 29.1A of the Special Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

### 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.

### 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 and Ethical Supplier Mandate

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 9.2 and 29.1C of the Special 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.

### Project Trust Accounts

The Tenderer acknowledges that the successful Tenderer may be required to establish a project trust account pursuant to the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) ("BIF Act").

The Tenderer:

(tick one)

1. considers that more than 50% of the Tender Sum (excl. GST) is for 'project trust work' (as defined in section 8 of the BIF Act); and	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. intends entering into one or more subcontracts for all or part of the 'contracted work' (as defined in section 8 of the BIF Act), if it is the successful Tenderer and subject to receiving approval to subcontract.	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 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 the Scheme accreditation.

Details of the Tenderer’s accreditation status, including the accreditation expiry date, or evidence that accreditation is being sought under the Scheme:	
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<b>Signed by:</b> <i>(Must be completed if Tenderer is a sole trader, individuals in a partnership or persons trading under a business name. Witness to sign and print name.)</i>		
	<i>Name of Tenderer</i>	<i>Signature of Tenderer</i>
	on the ..... day of ..... 20.....	
In the presence of:		
	<i>Name of Witness</i>	<i>Signature of Witness</i>

**OR**

<b>Signed by:</b> <i>(Must be completed if Tenderer is a company, including companies tendering under a business name. Company to sign in accordance with its Constitution. Where signature is that of an agent, written authority from tenderer is to be included with the Tender.)</i>		
	<i>Name of Company</i>	ACN
	In accordance with section 127 of the <i>Corporations Act 2001 (Cth)</i> by:	
	<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 Energy and Climate and the Tripartite Procurement Advisory Panel for compliance purposes.