| TENDER FORM**GC21** |
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| **Minister for Transport and Infrastructure** |
| **Contract Name:** |  |
| **Contract No:** |  |
| **Tenderer Name:**  |  |
| **Address:** |  |
| **I the undersigned submit the following tender in accordance with the tender documents** | (amount in words, include GST, dollars only) |
| **Construction Services** (Fixed Lump Sum)**:** |
| * Management fees
 | $00,000 |  |
| * Site staff and labour costs
 | $00,000 |  |
| * Site operating costs
 | $00,000 |  |
| * Off-site overheads and profit
 | $00,000 |  |
| * Construction Industry Training Levy
 | $00,000 |  |
| **Sub-total** (excl. GST) |  | **$00,000** |
|  |
| **Preliminaries** (Fixed Lump Sum)**:** |
| Preliminaries for the provision, establishment, relocation (as necessary) and removal of the following: |  |  |
| * accommodation and amenities for the Contractor's site staff;
 | $00,000 |  |
| * accommodation and amenities for site labour force including that of subcontractors;
 | $00,000 |  |
| * meeting room for 25 people and associated room for storage and use of drawings by the Principal;
 | $00,000 |  |
| * office accommodation for the Principal’s professional service contractors including six work stations and associated small group meeting area;
 | $00,000 |  |
| * maintenance and cleaning of site facilities; and
 | $00,000 |  |
| * all necessary site security including but not limited to all perimeter hoardings, fences, gates and lighting and any other after hours patrolling to ensure security of Works.
 | $00,000 |  |
| **Preliminaries Sub-total** (excl. GST) |  | **$00,000** |
|  |
| Summary |  |
| Net Total of Construction Services and Preliminaries |  | **$00,000** |
| GST |  | $00,000 |
| TENDER SUM |  | **$00,000** |
|  |
| Preliminaries Schedule – Daily Rates |  |  |
| 1. Mobile cranage – (inclusive of establishment, maintenance and removal)
 | (Size) | ($/day) |
| 1. Passenger/materials hoists (inclusive of establishment, maintenance, operation, provision of full crane crew and removal)
 | (Size) | ($/day) |
| 1. Site offices – ATCO type huts or equivalent (inclusive of establishment, maintenance and removal)
 | (Size) | ($/day) |
| 1. Site offices – Rate for relocation (if required) within the project area
 | (Size) | ($) |
| 1. Hoarding – (inclusive of establishment, maintenance and removal)
 | (Size) | ($/m) |
| 1. Gates - (inclusive of establishment, maintenance and removal)
 | (Size) | ($/gate) |
| 1. Mobile scaffolding - (inclusive of establishment, maintenance and removal)
 | (Type/Height) | ($/day) |
| 1. Fixed scaffolding - (inclusive of establishment, maintenance and removal)
 | (Type/Height) | ($/day) |
| 1. Temporary internal partitions (install and remove)
 | (Type/Height) | ($/day) |
|  |
| In submitting this tender due allowance has been made for Addendum/Addenda No(s) | (insert nos. of all addenda issued) |
| I confirm that the non-price criteria have been addressed in full. |
| I confirm that the company/business will comply with the applicable contractual requirements arising from the Workforce Participation in Government Construction Procurement policy. |
| I confirm that the Industry Participation Policy (Standard) Plan or Industry Participation Policy (Tailored) Plan (as applicable) has been prepared and submitted (as applicable). |
| I confirm that provisional sums scheduled in Preliminaries have been included in the Tender Sum. |
| I confirm that the Statutory Declaration has been given and is attached. |
| Work Cover Registration No: |  |
| Builders Licence No: |  | Name of Holder: |  |
| ABN: |  | ACN: |  |
| Telephone: |  | Facsimile: |  |
| DPTI Prequalification ID No.: |  | Prequalification Categories: |  |
| Name: |  |
| Signature: |  |
| Dated this | (Day) | (Month)day of | (Year) |
| **Office Use Only** |
| Tender opened by: |  |
| In the presence of: |  |
| Date: |  |

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| STATUTORY DECLARATION |
| **Contract Name:** |  |
| **Contract No:** |  |
| **I the undersigned do solemnly and sincerely declare that:** | (Company Name) |
| 1. has not entered into any contract, arrangement or understanding to pay any moneys to an association;
 |
| 1. has not entered directly or indirectly into any contract, arrangement or understanding with any other tenderer;
 |
| 1. has not entered into any contract, arrangement or understanding with any other party which shall or may have the effect of increasing the tender prices of all tenderers;
 |
| 1. has not incorporated in the tender price a cover price or a price which can be used as a cover price;
 |
| and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act, 1936*. |
| I am in a position to know the facts contained herein and to bind the Contractor by the terms of this declaration, and am duly authorised by the Contractor to make this declaration on its behalf. |
| Name: |  |
| Signature: |  |
| TAKEN AND DECLARED before me | (Name in full) |
| At |  |
| in the State of |  |
| Dated this | (Day) | (Month)day of | (Year) |
| (Person authorised to take declarations and attest documents) |

Declaration to be included if required under an Australian Government/State Government funding agreement.

| **DECLARATION OF COMPLIANCE**  |
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| **Contract Name:** |  |
| **Contract No:** |  |
| **Tenderer Name:**  |  |
|  |
| **National Code of Practice for the Construction Industry** |
| **Provide statements in regard to the following.** |
| 1. The tenderer confirms that it has complied with the Building Code 2013 (Building Code) in preparing this tender.
 |
| 1. The tenderer undertakes that it complies with the Building Code and has complied with the Building Code from the time of lodgement of this tender, and that it will require compliance by its related entities (see section 8 of the Building Code)
 |
| 1. The tenderer undertakes to ensure compliance from all subcontractors and consultants engaged on this Project should it be the successful tenderer.
 |
| 1. The tenderer agrees that it and its subcontractors and its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:
	* 1. inspect any work, material, machinery, appliance, article or facility;
		2. inspect and copy any record relevant to the Project and Works the subject of this Contract;
		3. interview any person; and
		4. any document requested under this contract. The document must be provided within the period specified either in person, by fax or by post,

as is necessary to demonstrate its compliance with the Building Code. |
| 1. The tenderer acknowledges that it is aware the Commonwealth or Minister for Employment and Workplace Relations may impose a sanction on a tenderer or Contractor that does not comply with the Building Code. The sanction imposed may include but is not limited to:
	* 1. the reporting of the breach to an appropriate statutory body or law enforcement agency (if there is evidence that the breach may also be a breach of a Commonwealth or State law), or industry association;
		2. issuing of a formal warning that future breaches may lead to more significant sanctions;
		3. preclusion from tendering for any Commonwealth funded building and construction work for a specified period;
		4. communication of sanction details to all Commonwealth agencies to ensure a ‘whole-of-Government’ approach;
		5. publication of details of the breach and identification of the party committing the breach; and
		6. a reduction in the number of tendering opportunities that are given.
 |
| *The tenderer is to select which of the following clauses is appropriate and cross the relevant check box:*[ ] 1. The tenderer hereby gives its consent, and confirms that its related entities give their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the tenderer’s and its related entities’ compliance with the Building Code and whether or not a sanction has been imposed on the tenderer and/or related entity of the tenderer, for the exercise of their statutory and portfolio responsibilities (the Purposes).

[ ] 1. The tenderer has previously given its consent, and confirms that its related entities have previously given their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the tenderer’s and its related entities’ compliance with the Building Code and whether or not a sanction has been imposed on the tenderer and/or a related entity of the tenderer for the exercise of their statutory and portfolio responsibilities (the Purposes), and confirms that the tenderer and its related entities have not revoked that consent.
 |
| 1. The tenderer has obtained or will obtain the consent of each subcontractor and consultant proposed in its tender to disclosure by the Commonwealth, its agencies and ministers, of information concerning the proposed subcontractors, compliance with the Building Code and whether or not a sanction has been imposed on any proposed subcontractor, for the Purposes.
 |
| 1. The tenderer acknowledges that the consents provided in clause 6 are not limited to this tender process as the tenderer is expected to comply with the Building Code in future projects.
 |
| 1. The tenderer will:
	* 1. describe how the tenderer has complied with the Building Code in the past (if the tenderer has undertaken Australian Government funded construction work in the past) and how it will comply if successful. For example, the tenderer will:
* comply with the Building Code;
* require compliance with the Building Code from all subcontractors before doing business with them;
* apply the Building Code to privately funded projects that commence after they first lodge an expression of interest or tender for Australian Government projects if the expression of interest or tender occurs on or after 1 November 2005;
* ensure that contractual documents allow for a person occupying a position in the Fair Work Building Industry Inspectorate to access sites, documents and personnel to monitor compliance with the Building Code, including privately funded construction sites;
* ensure project managers or head contractors establish appropriate processes to ensure freedom of association;
* ensure there is a work health safety and rehabilitation (WHS&R)plan for the Project;
* respond to requests for information concerning Building Code-related matters made on behalf of Code Monitoring Group (CMG);
* where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
* ensure that CMG secretariat is notified of any alleged breaches, voluntary remedial action taken or other Building Code-related matters within 21 days of the party becoming aware of the alleged breach; and
* be aware that and ensure that sanctions applied under the Building Code are enforced including the exclusion of identified parties from work opportunities in accordance with decisions advised by CMG.

*Describe below.* |
| 1. Where the tenderer proposes to subcontract an element of the work, the tenderer is either to:
	* 1. provide the information detailed at item I of this declaration in relation to each subcontractor; or
		2. detail how the tenderer intends to ensure compliance with the Building Code by each subcontractor.

*Provide information or detail below.* |
| 1. The tenderer will ensure that where threatened or actual industrial action occurs on a project, contractors, subcontractors, consultants or project managers report such action to the Funding Entity.
 |
| 1. Where the tenderer has a *Fair Work Act 2009* enterprise agreement that was approved on or after 1 February 2013 the tenderer confirms that the enterprise agreement includes a genuine dispute resolution procedure that includes the following:
	* 1. the ability for employees to appoint a representative in relation to the dispute;
		2. in the first instance procedures to resolve the dispute at the workplace level;
		3. if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
		4. if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.
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| **Australian Government Building and Construction OHS Accreditation Scheme** |
| **Provide statements in regard to the following.** |
| Evidence of your accreditation under the Australian Government Building and Construction OHS Accreditation Scheme by advising the appropriate accreditation number and expiry date, or evidence that an application has been made by providing a copy of the application and subsequent correspondence confirming the accreditation process has commenced.Provide Comment: |
| I am in a position to know the facts contained herein and to bind the tenderer by the terms of this declaration, and am duly authorised by the tenderer to make this declaration on its behalf. |
| Name: |  |
| Signature: |  |