| TENDER FORM**AS 2124―1992** |
| --- |
| **Minister for Transport, Infrastructure and Local Government** |
| **Contract Name:** |  |
| **Contract No:** |  |
| **Tenderer Name:**  |  |
| **Address:** |  |
| **I the undersigned tender to perform the Works in accordance with the tender documents for the lump sum of:** | (amount in words, include GST, dollars only) |
| Net Tender Sum: | $ |
| GST | $ |
| TENDER SUM (amount in figures, dollars only) | **$** |
|  |
| 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 and are attached (as applicable). |
| 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 Schedule 1 Separate Items (as applicable) and Schedule 2 Subcontractors have been completed. |
| I confirm that provisional sums scheduled in Preliminaries have been included in the Tender Sum. |
| I confirm that the Statutory Declaration has been given (as applicable). |
| I confirm that the company/business is registered for GST under the ANTS GST Act. |
| Work Cover Registration No: |  |
| Builders Licence No: |  | Name of Holder: |  |
| ABN: |  | ACN: |  |
| Telephone: |  | Email: |  |
| 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: |  |
| SCHEDULE 1 TO TENDER FORM |
| Separate ItemsThe following items have been priced and are included excluded in the tender sum on the tender form. *Note that failure to price separate items may result in the tender being evaluated as non-conforming.* |
| **Separate item** (Describe) | **Net amount** | **GST** | **Total** |
| 1. Describe separate item
 | $ | $ | **$** |
| 1. Describe separate item
 | $ | $ | **$** |
| 1. Describe separate item
 | $ | $ | **$** |
|  | $ | $ | **$** |
|  | $ | $ | **$** |
|  | $ | $ | **$** |
|  | $ | $ | **$** |
|  | $ | $ | **$** |
|  | $ | $ | **$** |
|  | $ | $ | **$** |
| SCHEDULE 2 TO TENDER FORM |
| SubcontractorsBelow is the list of prospective subcontractors for the Works. I declare that subcontracts designated to prequalified trade/subcontractors in the tender documents will be subcontracted only to contractors registered in the specified category of the DPTI Building and Construction Prequalification System. |
| **Trade/Subcontract** | **Subcontractor Name** | **Prequalification Category** |
| Designated Subcontractors Registered in the DPTI Building and Construction Project Prequalification System |
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| **Tenderer’s Subcontractors** |
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Declaration to be included if required under an Australian Government/State Government funding agreement.

| **DECLARATION OF COMPLIANCE**  |
| --- |
| **Contract Name:** |  |
| **Contract No:** |  |
| **Tenderer Name:**  |  |
|  |
| Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016*.*DPTI XXCxxx The .........................................................................................**Name of Tenderer, ABN and ACN:**.......................................................................................................................................................................1. The Tenderer confirms that it has complied with the Code for the Tendering and Performance of Building Work 2016 (Building Code) in preparing this Tender.
2. 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 Part 1, section 3(2) of the Building Code).
3. The Tenderer undertakes to ensure compliance from all subcontractors and consultants engaged on this project, should it be the successful Tenderer. All contracts must expressly require compliance with the Building Code.
4. 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 Australian Building and Construction Commission, with access to:
5. inspect any work, material, machinery, appliance, article or facility;
6. inspect and copy any record relevant to the Project and Works the subject of this Contract;
7. interview any person; and
8. 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.
7. The Tenderer is to select which of the following clauses in italics is appropriate and delete the remaining clause:
8. *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).*

OR1. *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.*
2. 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.
3. 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.
4. The Tenderer will:
5. 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:
6. comply with the Building Code;
7. require compliance with the Building Code from all subcontractors before doing business with them;
8. apply the Building Code to privately funded projects that commence after they first lodge an expression of interest or tender for an Australian Government project;
9. ensure that contractual documents allow for a person occupying a position in Fair Work Building Industry to access sites, documents and personnel to monitor compliance with the Building Code, including privately funded construction sites;
10. ensure project managers or head contractors establish appropriate processes to ensure freedom of association;
11. ensure there is a work health safety and rehabilitation (WHS&R) plan for the Project;
12. respond to requests for information concerning Building Code-related matters made on behalf of Code Monitoring Group (CMG);
13. where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
14. 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
15. 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.
16. Where the Tenderer proposes to subcontract an element of the work, the Tenderer is either to:
17. provide the information detailed at (a) in relation to each subcontractor; or
18. detail how the Tenderer intends to ensure compliance with the Building Code by each subcontractor.
19. 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.
20. Where the tenderer has a *Fair Work Act 2009* enterprise agreement that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
21. the ability for employees to appoint a representative in relation to the dispute;
22. in the first instance procedures to resolve the dispute at the workplace level;
23. 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
24. 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.

*(Insert additional sheets for response as necessary)* |

**DECLARATION IN RELATION TO UNLAWFUL COLLUSION**

 Re: DPTI [Insert Title]

I, ………………………………………….…………….of …………………………………………………………….

[insert name and address of declarant]

**do hereby declare as follows:**

I hold the position of ………………………………………………………………………..within

 …………………….. ……….………………….. ………………………………………(Tenderer)

 and that I am authorised to provide this declaration on its behalf.

I confirm that the tender submitted by the Tenderer is independent and that there has not been any unlawful collusion with any other tenderer or party in connection with this tender process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Tenderer and any other person(s), the details of which have been provided to the Principal as part of the tender submitted by the Tenderer.

To the best of my knowledge, I declare that I am not aware of any matters which might give rise to a real or perceived conflict of interest, except for any matter identified as such which has been submitted with my tender.

I confirm that the total value of the goods and/or services to be provided by subcontractors, to the extent known at the time of making this declaration, is $...................

Where subcontract work comprises more than 25% of the value of this tender, attached hereto is a complete list of all sub-contractors, the value, and the nature of the work to be provided under each sub-contract, to the extent known at the time of making this declaration .

I understand that if any part of this declaration is found to be false the Principal reserves the right (regardless of any subsequent dealings) to:

- terminate negotiations with the Tenderer;

- terminate consideration of the Tenderer’s bid; and

- terminate any contract between the Tenderer and the Principal in relation to the Project without any obligation on the Principal to make any payment to the Tenderer.

………………………………………. ……../……../ 20 …

Signature Date

Note: If the tender is submitted jointly with another party or parties, each party must sign this declaration.