INVITATION TO TENDER

**Project:**
LOT 48 RAY STREET (WARNER AVENUE) SUB DIVISION, FINDON SOUTH AUSTRALIA 5023

**Project Description:**
22 APARTMENTS – 1 and 2 BEDROOMS PLUS GROUND FLOOR CAR PARK

**Enquiries:**
BRUCE A HARRIS
BRUCE HARRIS PROJECT MANAGEMENT PTY LTD
Mobile: 0401 106 010
Email: bruceharris@internode.on.net

**Tenders close:**
NOON (Adelaide time) Tuesday, 16 AUGUST 2011

**Lodgement of Tenders:**
Delivered to Bruce Harris Project Management Pty Ltd
PO Box 169
Findon SA 5023

Please submit 1 tender document and include 1 electronic/CD copy.

Late tenders may not be considered.
Type of Project

- Nominated Specialist Subcontractors (NSC)
- Main Contractor – EPIC Building Pty Ltd, Managing Director Mr Petar Jurkovic
- Architect – EPIC Building Pty Ltd
- Design, Construction, Commission, Maintenance styled tenders for Subcontract works
- Maintenance period of 12 months from the Date of Practical Completion
- Engineers, Ginos Engineers Pty Ltd - Civil and Structural
- Hydraulic, fire, water, town gas, recycled water, Hartech Design Solutions Pty Ltd
- Private Certifier, Katnich Dodd Mr Vic Barone
- Commencement subject to approvals - by September 2011
- Duration of Contract – 40 weeks

Information for Tenderers

IT1 Invitation to Tender to Nominated Specialists Subcontractors

The Main Contractor expects that each Tenderer:

(a) Has the necessary skills knowledge and experience to provide the services for this project; and

(b) Will fully inform itself of all facts, matters and things relating to the tender invitation.

The Main Contractor reserves the right to:

(a) Extend the closing time for the tender submission;

(b) Amend this Tender or its requirements at any time prior to the closing time for Tenders, providing notice is given to all Tenderers;

(c) Ask a Tenderer to provide additional information or corrected information provided that the same opportunity is given to all Tenderers;

(d) Amend the evaluation and selection process, provided that the change is not unfair to any tenderer;

(e) Tenders are firm Price, Lump Sum, time of the essence
IT2 Information Exchange

Tenderers shall note that any information, clarification or interpretation exchanged between the nominated enquiries officers (as shown on the front page of the Request for Tender) and the Tenderer before the submission of the Tender will not form a part of the Contract agreement unless such information, clarification or interpretation is confirmed and recorded in the Contract documents.

IT3 Conditions of Tendering

Tenderers shall submit their Tenders in accordance with the Conditions of Tendering and this tender document.

IT4 Nature of Contract

The Contract for which a Tender in accordance with the Tender Documents is to be submitted shall be a firm price, Lump Sum contract, time of the essence, design and construct Subcontract AS4903-2000 as amended (copy available at site office), undertaken to complete in 40 weeks for the entire scope of Project.

IT5 Tender Enquiries

In accordance with the Conditions of Tendering if the Tenderer has any doubts as to the meaning or implication of any portion of the Tender Documents the Tenderer shall resolve such doubt prior to submitting the Tender.

Enquiries concerning any aspect of these Tender Documents should be directed to the relevant contact officer nominated or the front page of this document.

IT6 Tender Evaluation Criteria

Information submitted with tenders will be used by the Main Contractor to evaluate the Tenderer’s ability to successfully finance, manage and construct the subcontract works to the specified time, quality and safety parameters. Criteria which may be used to evaluate the tenders include but not limited to the following:

(a) Project Delivery

   (i) Demonstrated ability of proposed project team to deliver the best value for the project budget.

   (ii) Proposed management structure, financial support and administration support for the Subcontractor’s project team.

   (iii) Demonstrated understanding of Key Project Objectives

   (iv) Management capability (including details of Subcontractor’s Site Management Team, how and who shall supervise proposed program, to ensure timelines met)
(b) Program

(i) Draft detailed design, procurement and construction program for the subcontract works

(ii) Demonstrated ability to complete the subcontract works within the nominated time frame including description of the activities that are critical in the early stages of the project

(iii) A draft mobilisation plan indicating availability of key resources.

(iv) evidence of conflicting commitments (program and resources availability)

(c) Cost Management and Planning

(i) Management fee and rates

(ii) Demonstrated ability to achieve the project budget (approach to cost management and reporting and an outline of the approach to minimising costs for this project)

(iii) Demonstrated ability and or experience in firm price, nil variations projects

(iv) Variations are at the direction of the Main Contractor or purchaser, will be in writing and endorsed before commencement of the variations

(d) Compliance

(i) Accuracy and completeness of information included

(ii) Compliance with correct licensing requirements; a copy of all current licences are required prior to entering the site

(iii) Registration with Work Cover (South Australia); a copy of current Work Cover is required prior to entering the site

(iv) General Public/Product Liability Insurance; a copy of current insurance cover is required prior to entering the site

(e) Management Plans

(i) Subcontractor’s Safety plan

(ii) Commitment to OH&S

(iii) Commitment to SA Building Industries Code of Practice

(iv) Subcontractor’s Environmental Plan

(v) Subcontractor’s Quality Management

(vi) Subcontractor’s Construction Management Plan
Tender Program

Tenderers shall note due to the critical nature of related projects, it is paramount that these works are completed within strict program deadlines. The subcontractor will be required to take a rigorous approach to managing the project programs to ensure delays are managed to a minimum and the works brought to Practical Completion in the earliest time practicable.

Submission of a Tender Program

Tenderers shall submit a tender program to include a clear outline of works showing how the Completion date will be met, all hold/witness points, and a progressive construction works timeline. After contract award, this program shall be updated weekly.

Contingency Plan - the Tender shall identify likely “unknown issues” and include an assessment and definition as to what contingencies the subcontractor has in place, to be deployed if necessary and mitigate emergent events/issues/conditions to ensure Practical Completion date is met.

A schedule identifying the following shall be provided:

(a) long lead time supplies
(b) preplanning activities
(c) contingent time allowances
(d) procurement activities
(e) critical activities

Testing and Commissioning

All Tenderer are required to allow for all testing, commissioning and hand over.

Mandatory Provisions by Tenderer before Practical Completion of Subcontract Works

All Tenders must provide the following prior to being granted practical completion of the Subcontract works, 1 x hardcopy and 1 x electronic CD copy of:

a) As Installed Drawings where applicable and in triplicate and
b) The Operating and Maintenance Instructions to include all materials, fittings, fixtures, systems

Quality Assurance and Quality Systems

Any quality management systems should preferably be accredited by a recognised third party assessor as conforming to AS/NZS/ISO 9000-2000.
Where an intended provider of works under the subcontract is not certified under a quality management scheme, the Tender response shall include a detailed description of the methods to be used to control the continuing quality of the goods or services being provided.

**IT12 Anticipated Progress Claim Schedule**

General: At commencement of the subcontract works, submit a schedule of anticipated progress claims which will be made throughout the contract. Submit a revised schedule with each progress claim.

**IT13 Progress Claims**

For all work fixed; no unauthorised materials accepted. Approved Progress Claims submitted by the 20th of each month. Approvals will be 7 days to the Main Contractor.

The Main Contractor undertakes to pay into the nominated bank account of the NSC by the 14th day of the following month.

**IT14 Job Safety Analysis (JSA)**

Is the responsibility of the sub contractor and will be submitted in accord with OH&S Act for all JSA’s for approval.

**IT15 On Site Provisions**

The following will be provided on site:

- SA Water meter
- Site lunch room including fridge, microwave, sink and hot water
- Appropriate site first aid kit
- Toilets to be located for site use
- 2 site outlets located on the east side fence
- EPIC will provide a further 1 x 6 site power outlets ground floor / first floor / roof

**IT16 Cleaning**

If any site cleaning is required EPIC will charge $45.00 per hour to the respective NSC to clean and remove their rubbish.

The back charge will be deducted from Progress Claims. You must place all unused materials and rubbish items in the bin provided.
IT17  **Hours**

No NSC can commence onsite prior to 7.00 am and works must be completed and off site no later than 5.30 pm.

Weekend work is not permitted without formal written approval from the Main Contractor or the Senior Project Manager.

IT18  **Materials Data Sheets (MDS)**

All sheets are to be supplied prior to delivery of any materials and shall be the responsibility to be stamped, approved with all submissions in triplicate.

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**Conditions of Tendering**

**CT1  Definitions and Interpretation**

In these Conditions of Tendering:

2. “closing date for Tenders” means the closing date as displayed in the tender advert or as displayed on the cover page of the Tender Invitation Documents and any extensions granted;
3. “Contract” means the agreement between the Main Contractor and a Tenderer resulting from the Main Contractor’s acceptance of:
   - a Tender lodged by a Tenderer under these Conditions of Tendering; or
   - a Tender lodged by a Tenderer under these Conditions of Tendering and varied by the agreement of the Main Contractor and that Tenderer before acceptance;
4. “General Conditions of Subcontract” means Australian Standard General Conditions of Design and Construct Subcontract AS4903-2000 and any other documents expressed to be read as part of the General Conditions of Contract and included or referred to in the Tender Invitation Documents;
5. “GST” means the tax imposed by the ANTS GST Act;
6. “person” includes a firm, body corporate or unincorporated or an individual;
7. “Main Contractor” means EPIC 2000 Pty Ltd;
8. “Recipient Created Tax Invoice” has the meaning attributed in the ANTS GST Act;
9. “Specification” means the statement of technical, functional and performance requirements, operational and maintenance requirements and other matters to be satisfied by Tenderers and included with the Tender Invitation Documents;
(10) “Tender” means the written offer submitted by a person in response to the Tender Invitation Documents and includes the Tender Form and any schedules, forms, statements and other documents lodged with it;

(11) “Tender Form” means the form entitled “Tender Form” and provided with the Tender Invitation Documents to be completed by the Tenderer;

(12) “Tender Invitation Documents” means the documents described in Clause CT3 of these Conditions of Tendering;

(13) “Tenderer” means a person who submits a Tender under these Conditions of Tendering;

(14) The singular includes the plural and vice-versa;

(15) The masculine gender includes the feminine and neuter genders.

(16) The provision of an index, headings and clause numbers are for convenience of reference only and shall not affect the construction of these Conditions of Tendering;

CT2 Nature of Contract

The Tender is for the design and completion of the subcontract works described and intended in the Tender Invitation Documents and all work performed under it shall be in conformity and in accordance with and subject to those documents as defined in Clause CT3 of these Conditions of Tendering.

CT3 Tender Invitation Documents

The Tender Invitation Documents/Request for Tender are:

(a) these Conditions of Tendering;

(b) Australian Standard General Conditions of Design and Construct Subcontract AS4903-2000

(c) Specification;

(d) any drawings identified in the Specification;

(e) schedules, forms and statements included with the documents in Clause (a) – (d) inclusive, whether complete or to be completed by the Tenderer.
CT4  Content and Format of Tenders

The Tenderer must meet the following requirements with respect to Tenders:

(a) It must be in the English language.

(b) Prices, rates or amounts stated in the Tender shall:
   (i) be in Australian Dollars;
   (ii) be definite (with no rise or fall for the duration of the Contract);
   (iii) include all freight and insurance charges;
   (iv) include all registrations, approvals and fees and
   (v) be exclusive of GST,

   unless specified otherwise in the Tender Invitation Documents.

(c) It must state an Australian Businesses Number (ABN) and indicate status of registration under the GST Act. If a Tenderer is not registered under the GST Act, the Tenderer must qualify their Tender by the exclusion of Recipient Created Tax Invoice provisions, if they will not be registered when the Contract is entered into.

(d) It must be submitted on the Tender Form (with annexure where there is insufficient space).

(e) It must contain an address for service of any notice which may be served on or given to the Tenderer in connection with the Tender.

(f) Where the Tenderer is:
   (i) a corporate body, the full name, registered office and Australian Company Number (ACN) (if a company) must be specified;
   (ii) an individual partnership or firm, the full name and business address of the individual partnership or firm must be specified;
   (iii) a trust, the full name and business address of the trustee (and where the trustee is a company the Australian Company Number) must be specified.

(g) The documents comprising the Tender (excluding plans or drawings on paper larger than A4 size) should be fixed together, whether by means of a staple or otherwise.

CT5  Tenderer to be Informed

Tenderers are required to and shall acquaint themselves with all conditions relating to the Subcontract and shall inspect the site where any work is to be undertaken before submitting a Tender.
If a Tenderer has any doubt as to the meaning of any part of the Tender Invitation Documents, the Tenderer shall ask the Contact Officer (described in the advertisement or other document inviting Tenders) for clarification and that clarification shall be valid only if issued in writing.

Any clarification given under this Clause CT5 may also be issued to all other prospective Tenderers.

CT6  Inconsistency

If there is any inconsistency between any of the provisions of the Tender Invitation Documents then the inconsistency shall be resolved by giving the documents the priority enumerated in Clause CT3 of these Conditions of Tendering.

CT7  Lodgement of Tenders

Tenders must be enclosed in a sealed envelope, the envelope endorsed that it is a Tender and with the following information displayed:

(a) Project Name;
(b) Project Description of the works or requirements;
(c) Any other information, which may be required to be endorsed on the envelope by the advertisement or other document inviting Tenders.

Where a Tender has been sent by post and is received after the time for lodgement, the Main Contractor reserves the right to consider Tenders sent by post in time to be delivered to the place of lodgement in the ordinary course of mail within the time stated for receiving Tenders.

CT8  Statement of Non-Compliance

Each Tender will be deemed to comply with the requirements of the Tender Invitation Documents unless the Tenderer has within the Tender provided a schedule entitled “Statement of Non-Compliance” clearly identifying where the Tender is non-complying.

CT9  Informal Tenders

Any Tender may be rejected which:

(a) is incomplete; or
(b) does not comply with the requirements of or which contains provisions not required by the Tender Invitation Documents,

but the Main Contractor may or may not consider (at its sole discretion) any Tender including a late Tender of a Tenderer who has failed to submit a Tender in accordance with these Conditions of Tendering or a conforming tender.
CT10  Cost of Tendering

The Tenderer shall bear all costs of and incidental to the preparation and lodgement of the Tender and of complying with the requirements of the Tender Invitation Documents.

CT11  Further Information

After the closing date for Tenders and before the acceptance of a Tender (if at all) the Main Contractor may request the Tenderer to:

(a) clarify one or more matters in its Tender; or
(b) supply further information about its Tender; or
(c) supply information about the Tenderer’s experience and expertise in undertaking any of the work required by the Tender Invitation Documents or its Tender; or
(d) supply information about the Tenderer’s ability to provide finance, materials, plant and personnel necessary to undertake any of the work required by the Tender Invitation Documents or its Tender,

and upon receipt of the request the Tenderer must promptly supply the clarification or further information.

If requested by the Main Contractor, the Tenderer’s response under this Clause CT11 must be in writing.

CT12  Withdrawal of Tender

A Tenderer may withdraw its Tender:

(a) at any time after the expiration of the period of ninety days commencing on the day after the closing date for Tenders under these Conditions of Tendering; and
(b) at any other time with the prior written consent of the Main Contractor which consent may be withheld without the Main Contractor giving reasons.

CT13  Post-tender Negotiations

After the closing date for Tenders and before the acceptance of a Tender (if at all), the Main Contractor may enter into negotiations with any or all Tenderers, singularly or concurrently, about any matter contained in their Tender or associated with it.

CT14  Acceptance of Tender

The Main Contractor shall not be bound to accept the lowest or any Tender and if expressly provided for in the Specification, the Main Contractor may accept the whole or any portion or portions of the Tender.
The Main Contractor may accept a Tender, either as lodged by a Tenderer or as varied pursuant to negotiations under Clause CT13 of these Conditions of Tendering.

A Tender can only be accepted by written notice of acceptance and the date of acceptance of the Tender will be the date appearing upon the notice of acceptance issued by the Main Contractor.

As soon as reasonably possible after the acceptance of a Tender, the written notice of acceptance shall:

(a) be handed to the successful Tenderer; or
(b) be left at the address stated in the Tender Form; or
(c) be sent by pre-paid mail to the address stated in the Tender Form; or
(d) be sent by facsimile to the facsimile number (if any) stated in the Tender Form.
(e) be sent via electronic means, Email, to Generic Email address provided in tender lodgement details.

Unless and until a Formal Instrument of Agreement is executed in accordance with Clause CT15 of these Conditions of Tendering, the Tender Invitation Documents, Tender (with any agreed variations under Clause CT13 of these Conditions of Tendering) and the Main Contractor’s notice of acceptance shall constitute the Contract between the Main Contractor and the successful Tenderer.

CT15  Formal Agreement

Upon acceptance of a Tender under Clause CT14 of these Conditions of Tendering, the Main Contractor and the successful Tenderer shall execute a Formal Agreement.

CT16  Contractor Safety Management and Occupational Health and Safety

The Main Contractor has in place a Contractor Safety Management System to ensure Legislative compliance for Occupational Health and Safety Management by its contractor and subcontractors, promote safety as a priority in the management of all contracts and that there is a standard approach to safety management by the Main Contractor, its employees external professional service consultants, contractors and subcontractors.

Tenderers are required to demonstrate appropriate OHS and safety management processes and systems in place and verification of the implementation of those procedures and systems.

CT17  Quality Management

The Main Contractor may give preference to a Tender where:

(a) the Tenderer lodging the Tender; and/or
(b) the supplier or manufacturer of goods or services to be supplied under the Tender,

has in place an acceptable quality management system, such as those systems accredited by a third party as conforming to ISO9001, 9002 or 9003.
CT18  Equal Opportunity for Women in the Workplace Act 1999

Tenderers shall comply with the provisions of the Equal Opportunity for Women in the Workplace Act 1999.

CT19  Environmental Management

The Main Contractor may give preference to a Tender where:

(a) the Tenderer lodging the Tender; and/or,

(b) the supplier or manufacturer of goods or services to be supplied under the Tender;

has, with respect to the work to be undertaken pursuant to the Tender, implemented strategies to minimise and control their impacts on the built and natural environments, including without limitation utilise energy and water efficient products and practices; subject to approval, reuse products and materials where practicable; select products and materials with high recyclable content and low toxicity; and reduction of waste throughout their business/operations. A demonstrated understanding of relevant environmental legislation, having an environmental management system preferably complying with ISO14001, and having demonstrated experience with sensitive communities and environments may also be taken into account when tenders are considered.

Under the Tender the Main Contractor may give preference to Tenders offering the alternative products, which either in their manufacture or operation have a lesser impact on the environment. To assist the Main Contractor to make an assessment of any environmental care initiatives undertaken by a Tenderer, these should be identified by the Tenderer in any Tender lodged, for example this may include life cycle assessments on products to be supplied.

CT20  Compliance with SA Building and Construction Industry Code of Practice

All Tenderers must comply with the “Code of Practice for the South Australian Building and Construction Industry”.

Lodgement of a Tender will be evidence of the agreement of a Tenderer to comply with the Code for the duration of any resulting Contract that may be awarded.

CT21  Tenderer’s Employment Conditions

Any Tenderer lodging a Tender under these Conditions of Tendering agrees that it will comply with the SA Equal Opportunity Act which precludes discrimination in employment, including without limitation, discrimination on the basis of sex, race, marital status, pregnancy, physical impairment and sexuality.
CT22  Copyright and other Interests

If:

(a) a third party holds any copyright or other proprietary interest in any plans, designs, drawings or other documents delivered with the Tender or to be delivered under the Contract; or

then should the Tenderer be successful the Tenderer shall provide a licence or other agreement from a third party for the Main Contractor to use any of the plans, designs, drawings, other documents, plant, equipment or materials to be used or supplied under the Tender or Subcontract,

CT23  Confidentiality

All information provided between the Tenderer and the Main Contractor pursuant to the Tender Invitation Documents and any Tender shall be treated as confidential information. If contacted by the media, tenderers shall direct the contact to Bruce Harris Project Management Pty Ltd, Bruce Harris.

Subject to Clause CT24, both the Tenderer and the Main Contractor undertake to maintain the confidentiality of that information. Without in any way limiting the foregoing:

(a) The Tenderer agrees that, except for the purpose of preparing a Tender pursuant to the Tender Invitation Documents:

   (i) not to use any of the information, designs or drawings contained in the Tender Invitation Documents;

   (ii) not to make copies of the whole or any part of the Tender Invitation Documents;

   (iii) not to pass to other persons any of the information contained in the Tender Invitation Documents.

(b) The Tenderer agrees that if:

   (i) a Tender prepared by it is not accepted; or

   (ii) it does not forward a Tender,

   the Tenderer will destroy the Tender Invitation Documents and any copies within 14 days of:

   (iii) the Tenderer being notified its Tender is not accepted; or

   (iv) the Tenderer deciding not to forward a Tender or of the closing date for Tenders, whichever first occurs.

(c) The Tenderer will obtain from any secondary subcontractor or other person to whom the Tenderer passes any information contained in the Tender Invitation Documents an undertaking that they will deal with that information in the manner set out in Clause CT23.(a) and CT23.(b) as if they were the Tenderer.
CT24  Release of Confidential Information

Notwithstanding the undertaking as to confidentiality given by the Main Contractor in Clause CT23, the Tender and any other confidential information provided by the Tenderer to the Main Contractor, may be disclosed by the Main Contractor (in addition to the disclosure permitted pursuant to Clause CT27 hereof):

(a) with the prior written agreement of the Tenderer; or

(b) if required to do so by law; or

(c) to advisers and consultants; or

(d) for the purpose of legal proceedings.

CT25  Appropriate Licence

Where a person is required by law to be licensed, registered or otherwise qualified to undertake the work under the subcontract, the Tenderer:

(a) warrants it is licensed, registered or otherwise qualified as required by law; and

(b) will provide with its Tender a copy of the appropriate licence, registration or other qualifications.

CT26  Publication of Names of Tenderers

The Tenderer agrees that the Main Contractor may publish a list of Tenderers in alphabetical order and release that list to subcontractors, trade and media organisations that have requested the list.

CT27  Contractual Obligations

The calling of Tenders pursuant to the advertisement (if any) and the Tender Invitation Documents are not intended to give rise to any contractual obligations between the Main Contractor and the Tenderer.

It is intended that contractual obligations shall only arise between the Main Contractor and a Tenderer upon the acceptance of a Tender by the Main Contractor.
**Schedule A – Tender**

<table>
<thead>
<tr>
<th>Contract no.</th>
<th></th>
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<tbody>
<tr>
<td><strong>Name of person, firm or company tendering</strong> <strong>USE BLOCK LETTERS</strong></td>
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<tr>
<td><strong>Address for notification</strong></td>
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<td>Australian Company Number (ACN)</td>
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<tr>
<td>Australian Business Number (ABN)</td>
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<tr>
<td>South Australian WorkCover Registration no.</td>
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</tbody>
</table>
| **Description of subcontract works** | Tenders to perform the following:

**Documents list**

- Invitation to Tender
- This Tender Form
- General Conditions of design and construct Subcontract AS4903-2000 as amended
- Insurance Attachment
- Technical Specification
- Schedules

*The subcontract works shall be completed for the lump sum price of .......................................................... ........................................................... ($ ................................) (excluding GST & CITB levy) as shown in the attached Schedule D - Pricing.

Confirm that Substantial Completion of the subcontract works shall be prior to ........................................ 2011, given that the Date of Acceptance is within ................. number of days from date of tender.

If the Tenderer is a firm the full names of the individual members of the firm must be stated here.

**Signed for and on behalf of the Tenderer and being duly authorised so to do and in the presence:**

<table>
<thead>
<tr>
<th>Witness signature</th>
<th>Authorised signatory</th>
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<tbody>
<tr>
<td>Print name in full</td>
<td>Print name in full</td>
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<tr>
<td>(Office held)</td>
<td>(Office held)</td>
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<tr>
<td>Tender dated this</td>
<td>day of 2011</td>
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<tr>
<td>Tenders opened by (for the Chief Executive)</td>
<td>Dated ......./ ....../2011</td>
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<tr>
<td>In the presence of (for South Australian Water Corporation)</td>
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Schedule B – Information submitted with Tender

The following completed items have been submitted:

<table>
<thead>
<tr>
<th></th>
<th>Schedule</th>
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<tbody>
<tr>
<td>1</td>
<td>Schedule A - Tender Form</td>
<td>Yes/No</td>
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<tr>
<td>2</td>
<td>Schedule B - Information Submitted with Tender</td>
<td>Yes/No</td>
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<td>3</td>
<td>Schedule C - Non-Compliance</td>
<td>Yes/No</td>
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<td>4</td>
<td>Schedule D - Pricing</td>
<td>Yes/No</td>
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<td>5</td>
<td>Schedule E - Valuation of Delay Costs</td>
<td>Yes/No</td>
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<td>6</td>
<td>Schedule F - Declaration of Working Time</td>
<td>Yes/No</td>
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<td>7</td>
<td>Schedule G - Current Projects and Experience</td>
<td>Yes/No</td>
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<td>8</td>
<td>Schedule H - Nominated Personnel and Experience</td>
<td>Yes/No</td>
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<td>9</td>
<td>Schedule I - Subcontractors and Suppliers</td>
<td>Yes/No</td>
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<td>10</td>
<td>Schedule J - Construction Program and Methodology</td>
<td>Yes/No</td>
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<td>11</td>
<td>Schedule K - Technical Data</td>
<td>Yes/No</td>
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<td>12</td>
<td>Schedule L - Management Systems (QA, OHS &amp; Environmental)</td>
<td>Yes/No</td>
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<tr>
<td>13</td>
<td>Schedule M - Tender OHS Questionnaire (FHS083)</td>
<td>Yes/No</td>
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<td>14</td>
<td>Schedule N - Financial information</td>
<td>Yes/No</td>
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<tr>
<td>15</td>
<td>Details of Insurance Cover</td>
<td>Yes/No</td>
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Tenderers shall note that Tenders submitted without all the specified information may be deemed to be non-complying and may not be considered further.

For and on behalf of the Tenderer ___________________________ Date _____________________
**Schedule C – Non-Compliance**

Tenderers shall state in detail all areas of their offer, which does not fully comply with the Specification or Conditions within this document. This schedule will be considered as all encompassing, that is this schedule will take precedence over other tendered information and all tendered information will be considered compliant unless stated below.

<table>
<thead>
<tr>
<th>Reference clause</th>
<th>Details of non-compliance</th>
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For and on behalf of the Tenderer  ___________________________ Date  ________________
## Schedule D – Pricing

The Tenderer is requested to submit a completed pricing schedule as detailed below with fully inclusive costs including supply, delivery, installation, testing, commissioning, warranty, maintenance etc.

<table>
<thead>
<tr>
<th>Description</th>
<th>$ Cost (Excluding GST &amp; CITB levy)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**TOTAL as shown on Schedule A – Tender (excluding GST & CITB levy)**

For and on behalf of the Tenderer

______________________________

Date __________________________
Schedule E – Declaration of Working Time

The Tenderer proposes to observe the following Working Days and hours, vide clause ‘Working Hours’, Special Condition of Contract.

**WORKING DAYS AND HOURS**

Number of days to be worked per week ........................................
Number of hours to be worked per day
Monday to Friday .........................................................
Saturday .........................................................
Sunday .........................................................

**STARTING TIME**

Monday to Friday ...........................................................am
Saturday ...........................................................am
Sunday ...........................................................am

**FINISHING TIME**

Monday to Friday ...........................................................pm
Saturday ...........................................................pm
Sunday ...........................................................pm

**ROSTERED DAYS OFF** .........................................................

**PUBLIC HOLIDAYS** .........................................................

For and on behalf of the Tenderer ____________________________ Date ____________________
Schedule F – Current Projects and Experience

Tenderers shall provide a list of four (4) contacts with which the tenderer has recently undertaken relevant work. The referee must hold a management position within the organisation. The references may relate directly to projects included in the project resume.

<table>
<thead>
<tr>
<th>Referee #1</th>
<th>Referee #2</th>
<th>Referee #3</th>
<th>Referee #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Referee Name</td>
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</tr>
<tr>
<td>Company</td>
<td></td>
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<tr>
<td>Telephone</td>
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<td></td>
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<tr>
<td>Email</td>
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</tbody>
</table>

Projects

- Scope
- $ Value
- Location
- Completion Date

For and on behalf of the Tenderer ___________________________________________ Date ______________________
## Schedule G – Nominated Personnel and Experience

### Contact Person
Tenderers shall nominate a contact person for all correspondence relating to the Request for Tender submission and evaluation.

<table>
<thead>
<tr>
<th>Nominated Contact</th>
<th>Address</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

### Key Project Staff Resources
Tenderers are to provide details of key employees who will be allocated to the project (including their role, % of time on site, experience – copy of CVs, etc)

For and on behalf of the Tenderer ___________________________ Date ________________
Schedule H – Secondary Subcontractors and Suppliers

Tenderers shall state all areas of their offer that will be performed by Secondary subcontractors and Suppliers.

Tenders shall include a statement of each secondary subcontractor’s qualifications, experience and the work to be undertaken by each.

<table>
<thead>
<tr>
<th>Work to be carried out</th>
<th>Subcontractor’s or supplier’s name and address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>General</td>
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</tbody>
</table>

For and on behalf of the Tenderer ____________________________ Date ____________________________
Schedule I – Construction Program and Methodology

1. **Construction Program**

The Tenderer must provide a Construction Program which identifies key milestones for the Subcontract Works and is consistent with the Main Construction Program for the project in the form of a Gantt chart.

2. **Construction Methodology**

The Tenderer shall set out its construction methodology which will set out the matters required as per RFT Volume 2 (Specification) and include, where relevant:

   (a) a detailed construction methodology for the project including:

   - Design
   - mobilisation;
   - commencement of construction activities, material sourcing;
   - construction activities;
   - practical completion;
   - de-mobilisation and site clean up;
   - final certificate;
   - other.

   (b) sourcing materials including:

   - material;
   - plant and equipment;
   - instrumentation (name and location of provider);
   - other.

   (c) management of technical scope RFT Volume 2;

   (d) any engineering assumptions which have been made;

   (e) an assessment of constructability issues and a description of what methodology will be implemented in order to resolve these issues;

   (f) productivity rates and planned timetable;

   (g) description of the Contractors proposed approach including:

   - Construction Plant and Equipment requirements;
   - Construction Methodology;
• Proposed guidance system and accuracy of layout;
• traffic control requirements;
• noise and vibration levels;
• Work Safety;
• site security;
• public safety;
• preferred working hours;
• environmental issues;
• reinstatement of disturbed areas;
• a risk assessment including comprehensive identification of the following technical and environmental risks and other issues that the Contractor may anticipate in the execution of the works:
  • technical – geological ground condition, method of construction, plant and equipment, etc; and
  • environmental – disturbance to public and residents, air, noise and water pollution, soil contamination, hazardous material storage and disposal, etc;
• a risk management plan to address these issues, including measures and actions to be adopted to prevent the occurrence of the unwanted outcome and/or to mitigate the impact of the adverse effect, including but not limited to:
  • the Contractor’s Working Areas;
  • the access to the Contractor’s Working Areas;
• any other matters as specified in Volume 2 of the RFP;
• any other issues and requirements not listed above which are considered relevant and of value to the assessment of the Respondent’s Proposal.

(h) description of the Contractor’s proposed approach to managing the maintenance requirements including emergency call out.

(i) flexibility to manage the following events during the Project duration:
  • Stand down;
  • Suspend works;
  • Temporary demobilisation.

For and on behalf of the Tenderer _______________________________ Date __________________________
Schedule J – Technical Data

Please include in your tender response the technical data sought in the Technical Specification as follows:

Electrical Services Technical Data

Mechanical Services Technical Data

Mechanical Services Technical Data

For and on behalf of the Tenderer

Date

______________________________
Schedule K – Management Systems (QA, OHS & Environmental)

**Quality Assurance**
The Tenderer’s quality management systems should preferably be accredited by a recognised third party assessor as conforming to AS/NZS/ISO 9000-2000.

The minimum for an approved Integrated Management System (IMS) must incorporate and address relevant aspects for quality assurance (ISO9000 series), environmental requirements (AS14001), and OHS requirements (AS4801) - with appropriate third party certification.

Please provide details of the quality system for which the registrant has achieved accreditation, or under which the registrant works.

**Occupational Health Safety**
Please provide details of the registrant’s OHS Management System and whether it is certified by a recognised independent authority.

**Environmental Management**
Please provide evidence of environmental management systems for which the Tenderer has achieved accreditation, or under which the organisation works and details of any previous or pending enforcement or legal action in relation to environmental impacts/pollution.

**Example Project Specific Management Plan**
Please include with your tender response an example of a recent Project Specific management plan, incorporating the above elements.

For and on behalf of the Tenderer ____________________________ Date  ____________________________
## Schedule L – Tender OHS Questionnaire

The objective of the questionnaire is to provide an overview of the status of the tenderer’s OHS management system and to form the basis for further audits.

### Status of health and safety management system:

<p>| | |</p>
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<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>☐</td>
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<tr>
<td>2</td>
<td>☐</td>
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</tbody>
</table>

### Item System Element

<table>
<thead>
<tr>
<th>Item</th>
<th>System Element</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>OHS Policy and Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Have you got a written OHS policy?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.2</td>
<td>Is your OHS management system certified by a recognised independent authority?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.3</td>
<td>Do you have an OHS management system manual or plan?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>1.4</td>
<td>Are OHS responsibilities clearly defined for all levels of staff?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td></td>
<td><em>Provide details:</em></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td><strong>Safe work practices and procedures</strong></td>
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<tr>
<td>2.1</td>
<td>Have you prepared safe work procedures relevant to your OHS hazards?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td></td>
<td><em>Provide a list of SWP’s.</em></td>
<td></td>
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<tr>
<td>2.2</td>
<td>Do you have a permit to work system?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td></td>
<td><em>Provide procedure and forms.</em></td>
<td></td>
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<tr>
<td>Item</td>
<td>System Element</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>2.3</td>
<td>Is there a documented incident investigation procedure?</td>
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<td></td>
<td><em>Provide a copy of a standard incident report form.</em></td>
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<td>2.4</td>
<td>Is there a procedure for maintaining, inspecting, and assessing plant and plant hazards?</td>
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<td></td>
<td><em>Provide details:</em></td>
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<tr>
<td>2.5</td>
<td>Do you have procedures for hazardous and dangerous substances?</td>
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<td><em>Provide details:</em></td>
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<td>2.6</td>
<td>Is there a procedure for assessing and controlling manual handling risks?</td>
<td></td>
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<td><em>Provide details:</em></td>
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</table>

### 3 OHS training

<table>
<thead>
<tr>
<th>Item</th>
<th>System Element</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Do you have a training procedure?</td>
<td></td>
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<td></td>
<td><em>Provide details:</em></td>
<td></td>
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<tr>
<td>3.2</td>
<td>Do you maintain records of OHS training and induction in your organisation?</td>
<td></td>
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<td></td>
<td><em>Provide examples of safety training records:</em></td>
<td></td>
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<tr>
<td>3.3</td>
<td>Do you maintain employee skills, competency records, and licences for specific hazardous tasks and equipment?</td>
<td></td>
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<td></td>
<td><em>Provide details:</em></td>
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</tbody>
</table>

### 4 OHS workplace inspection

<table>
<thead>
<tr>
<th>Item</th>
<th>System Element</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Do you perform regular OHS workplace inspections, keep the records, and closeout non-conformances?</td>
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<td></td>
<td><em>Provide details:</em></td>
<td></td>
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<tr>
<td>Item</td>
<td>System Element</td>
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<tr>
<td>4.2</td>
<td>Do you use workplace inspection checklists appropriate to each workplace and its hazards?  &lt;br&gt; <em>Provide details:</em></td>
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<tr>
<td>4.3</td>
<td>Is there a procedure for hazard identification, risk assessment, and risk control, and a method for employees to report hazards found in the workplace?  &lt;br&gt; <em>Provide details:</em></td>
<td></td>
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<tr>
<td>5</td>
<td>OHS consultation</td>
<td></td>
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<tr>
<td>5.1</td>
<td>Do you have workplace OHS committees?  &lt;br&gt; <em>Provide details:</em></td>
<td></td>
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<tr>
<td>5.2</td>
<td>Are employees involved in OHS decision making?  &lt;br&gt; <em>Provide details:</em></td>
<td></td>
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<tr>
<td>5.3</td>
<td>Are employee elected representatives installed if appropriate?  &lt;br&gt; <em>Provide details:</em></td>
<td></td>
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<tr>
<td>6</td>
<td>OHS performance monitoring</td>
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<tr>
<td>6.1</td>
<td>Do you have a system for recording, analysing and improving OHS performance statistics?  &lt;br&gt; <em>Provide details:</em></td>
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<tr>
<td>6.2</td>
<td>Are employees regularly provided with information on OHS performance?  &lt;br&gt; <em>Provide details:</em></td>
<td></td>
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<tr>
<td>6.3</td>
<td>Has your organisation ever been convicted of an occupational health and safety offence?  &lt;br&gt; <em>Provide details:</em></td>
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</table>
7. Provide the following information for the three most recent contracts you have completed:

<table>
<thead>
<tr>
<th>Contract 1</th>
<th>Contract 2</th>
<th>Contract 3</th>
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</thead>
<tbody>
<tr>
<td>Contract description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact telephone</td>
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<td></td>
</tr>
<tr>
<td>Number of lost time injuries</td>
<td></td>
<td></td>
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<tr>
<td>Number of person days on contract</td>
<td></td>
<td></td>
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<tr>
<td>Total days lost owing to injuries</td>
<td></td>
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<tr>
<td>Number of SafeWork improvement or prohibition notices received</td>
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</table>

Supply your company lost time injury frequency rate (LTIFR) for the last three years.

Supply your company average days lost for lost time injuries during last three years.

Has your company been convicted of an offence under OHS Act in the last three years? If yes, supply details of the conviction and corrective actions.

For and on behalf of the Tenderer ___________________________ Date _______________________

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PROJECT: Lot 48 Warner Avenue, Findon South Australia