|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PROJECT TENDER INFORMATION** | | | | | | | | | | | | | | | | | | | | |
| **Project Name:** |  | | | | | | | | | | | | | | | | | | | |
| **Project Number:** |  | | | | | | | | | | | | | | | | | | | |
|  | (please quote Project No. when responding) | | | | | | | | | | | | | | | | | | | |
| **Owner’s Contact Officer:** |  | | | | | | **Phone:** | | |  | | | | | | | | | | |
| **Email:** |  | | | | | | | | | | | | | | | | | | | |
| **Tender lodgement address** | **hardcopy tender:**  (if applicable) | | | | *The Queensland Government Tender Box*  *C/o Decipha Pty Ltd*  *2 Duncan Street, West End QLD 4101* | | | | | | | | | | | | (Please ensure that your tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box) | | | |
| **electronic tender:**  (if applicable) | | | |  | | | | | | | | | | | | | | | |
| **Time for close of Tender:** | | | | | 2.00 pm on …./…./…. | | | | | | | | | | | | | | | |
| **Tenderer Details** | | | | | | | | | | | | | | | | | | | | |
| I / We |  | | | | | | | | | | | | | | | | | | | |
| Full name in BLOCK LETTERS of the Tenderer (Individual or Company) (Include trading name if applicable) | | | | | | | | | | | | | | | | | | | |
| ACN: |  | | | | | | | ABN: | | |  | | | | | | | | | |
| Address: |  | | | | | | | | | | | | | | | | | | | |
| QBCC License No: |  | | | | | | | QBCC License Category: | | | | |  | | | | | | | |
| Other Licence/ Registration: | | |  | | | | | Restrictions / Conditions (if any): | | | | | | | |  | | | | |
| 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) (“**Tender Sum**”) | | | | | |
| (amount in words) | | | | | | | | | | | | | | | | | | | |
| 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: | | addenda designated ……………inclusive; or  *(Tick and list all addenda, as applicable, e.g. 1, 2, 3 – not three or 3)* | | | | | | | Nil addenda.  *(tick, if no addenda provided)* | | | | | | | | | | | |
| Tenderer’s address for service of notices: | | | | |  | | | | | | | | | | | | | | | |
| WorkCover Insurance Policy Number: | | | |  | | | | | | | | | | Valid to: | | | | ……/……/20…… | | |
| Public Liability Policy Number: | | | |  | | | | | | | | | | Valid to: | | | | ……/……/20…… | | |
| Other Policy Type/Number: | | | |  | | | | | | | | | | Valid to: | | | | ……/……/20…… | | |
| **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).  **[GUIDE NOTE – Payment Claim Stage column is only applicable if payment is by stages and not time per the Contract Particulars]**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Description of Work** | **Payment Claim Stage** | **Provisional Quantity** | **Tendered Rate / Unit (excl. GST)** | **Provisional Allowance (excl. GST)** | |  |  |  | $ | $ | |  |  |  | $ | $ | |  |  |  | $ | $ |   Where the Tenderer fails to submit an amount against a quantity, for any reason whatsoever, the Tenderer shall be deemed to have included in the tendered sum an allowance for the Provisional Quantity(ies) of the item(s) as stated in this schedule. Any adjustment to the Provisional Quantity(ies) shall be valued pursuant to clause 27 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 shall prevail and the provisional allowance shall be adjusted to equal the tendered rate / unit per item multiplied by the provisional quantity. | | | | | | | | | | | | | | | | | | | | |
| **Schedule of Payment Claim Stages**  The Tenderer shall price this schedule if the Conditions of Contract – Contract Particulars Item 20 states that payment can be claimed by stages.   |  |  | | --- | --- | | Payment claim stages | Amount (incl. GST) | | **Base Stage** |  | | **Frame Stage** |  | | **Enclosed Stage** |  | | **Fixing Stage** |  | | **Practical Completion** |  | | Total(**Contract Price**) |  | | | | | | | | | | | | | | | | | | | | | |
| **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? | | | | | | | | | | | | | | | | | | | | **Yes  No** |
| 1. Does the Tenderer have a workplace response supporting employees affected by domestic and family violence? | | | | | | | | | | | | | | | | | | | | **Yes  No** |
| 1. Does the Tenderer have a workplace approach to preventing or addressing domestic and family violence? | | | | | | | | | | | | | | | | | | | | **Yes  No** |
| 1. 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)* | | | | | | | | | | | | | | | | | | | | **Yes  No** |
| **Warranty to not supply Dumped Goods**  By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will not supply ‘dumped goods’ to the Queensland Government during the Contract term. | | | | | | | | | | | | | | | | | | | | |
| **Warranty to Comply with Training Policy**  By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the training requirements of clause 10 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract. | | | | | | | | | | | | | | | | | | | | |
| **Ethical Supplier Threshold**  (The Tender **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 *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016* (Qld), or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. failed to make superannuation contributions on behalf of employees in accordance with law? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. purported to treat employees as independent contractors, where they are not? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under the *Labour Hire Licensing Act*? | | | | | | | | | | | | | | | | | | | **Yes**  **No** | |
| 1. 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))? | | | | | | | | | | | | | | | | | | | **Yes**  **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:   1. the Tenderer’s responses to the Ethical Supplier Threshold criteria are true and correct; 2. 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 3. if awarded a Contract for this project, the Tenderer will comply with the requirements of clauses 6 and 36 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract. | | | | | | | | | | | | | | | | | | | | |
| **Warranty to comply with the Queensland Government Supplier Code of Conduct**  By its signature on this Tender Form, the Tenderer:   1. acknowledges that: 2. the Queensland Government wants to work with ethically, environmentally and socially responsible suppliers; 3. the Supplier Code of Conduct sets out the standards and expectations government has of suppliers who want to work with it; 4. 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; 5. to ensure that the Supplier Code of Conduct remains current and relevant, it may be amended or updated by the Queensland Government; and 6. the Tenderer is responsible for checking for updates and amendments to the Supplier Code of Conduct. 7. confirms that: 8. the Tenderer understands the Queensland Government’s standards and expectations of suppliers as set out in the Supplier Code of Conduct; 9. 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; 10. 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 11. 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. 12. warrants that, if awarded a Contract for this project, the Tenderer will meet the undertakings provided in this warranty. | | | | | | | | | | | | | | | | | | | | |
| **Signed by:**  *(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.)* | | | |  | | | | | | | |  | | | | | | | | |
| Name of Tenderer | | | | | | | | Signature of Tenderer | | | | | | | | |
| on the ………… day of …………… 20…… | | | | | | | | | | | | | | | | |
| In the presence of: | | | |  | | | | | | | |  | | | | | | | | |
| Name of Witness | | | | | | | | Signature of Witness | | | | | | | | |
| **OR** | | | | | | | | | | | | | | | | | | | | |
| **Signed by:**  (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.) | | | |  | | | | | | | |  | | | | | | | | |
| Name of Company | | | | | | | | ACN | | | | | | | | |
| In accordance with section 127 of the *Corporations Act 2001* (Cth) by: | | | | | | | | | | | | | | | | |
|  | | | | | | | |  | | | | | | | | |
| Signature of Director/Secretary | | | | | | | | Signature of Director | | | | | | | | |
|  | | | | | | | |  | | | | | | | | |
| Name of Director/Secretary | | | | | | | | Name of Director | | | | | | | | |
| on the …… day of …………… 20…… | | | | | | | | | | | | | | | | |
| **Privacy Statement:** The Owner 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 Owner 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. | | | | | | | | | | | | | | | | | | | | |