**Tender Form**

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| --- | --- |
| **TENDER FOR** | <#insert description of package being tendered#> |
| **PROJECT NAME** | <#insert project name#> |

We will perform the subcontract works described, shown and specified in schedule 2 (attached to the invitation to tender letter), included all documents mentioned in that scope of subcontract works, for the prices stated in this completed tender form and any attached tender submission and in accordance with the Wiley Standard Conditions of Tendering V4.0 11/16 ([http://www.wiley.com.au/tcs/) a](http://www.wiley.com.au/tcs/)nd the attached documents.

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| --- | --- |
| **Full name of tenderer** |  |
| **ABN** |  |
| **ACN** |  |
| **Registered address of tenderer** |  |
| **Place of business of tenderer** |  |
| **Postal address of tenderer** |  |
| **Licence No** |  |
| **Telephone:** |  |
| **Facsimile:** |  |
| **Email:** |  |
| **Signature of authorised representative of tenderer (indicate whether owner or agent):** |  |
| **Print name of signatory:** |  |
| **Dated:** |  |
| **Enquiries about this tender to:** |  |

1. The tendered price

| Item | Tendered sum (exclusive of GST) |
| --- | --- |
| Lump sum [including provisions] | $ |
| Component of lump sum component payable for as-built, manuals, warranties etc | As stated in item 2 of schedule 1. |
| Works to which any schedule of rates or bills of quantity apply |  |
| Total for provisional sums: | As stated in item 2 of schedule 1 |

1. Legal Status of Tenderer & security/retention

|  |  |
| --- | --- |
| **Is the tenderer a trust** | Yes  No |
| If ”yes”, what is the name of the trust: |  |
| If “yes”, what is the name of the trustee: |  |
| If the tenderer is a business name, what is the name of the owner: |  |
| **Security and Retention (Schedule 1 item 20) – Tenderer must elect one of the following:** |  |
| Will tenderer provide cash retention | Yes  No |
| Will tenderer provide security | Yes  No |

1. Insurance (Schedule 1 Item 22)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Please insert details of policy number, insurance company and policy expiry date for each insurance policy required under the subcontract. | | | | | |
| **Type of insurance** | **Limit of cover required** | **Policy Number** | **Insurance company** | **Policy expiry date** | **Who must be insured** |
| Workers Compensation Insurance | As required by the applicable Workers Compensation Legislation |  |  |  | Subcontractor |
| Accident and income protection insurance for any person engaged in the performance of the Subcontract Works not covered by Worker’s Compensation insurance | At least equivalent to the benefits available under workers' compensation legislation applicable to the site. |  |  |  | Each person engaged in the performance of the Subcontract Works who is not covered by Workers’ Compensation Insurance |
| Contract Works insurance | Must be at least equivalent to the Subcontract Sum as adjusted under the subcontract |  |  |  | Principal, the Principal’s consultants, employees and agents, the Principal’s financier/s, Subcontractor and Wiley |
| Public liability insurance | As stated in Item 22 of Schedule 1 for each insurable incident |  |  |  | Principal, the Principal’s consultants, employees and agents, the Principal’s financier/s, Subcontractor and Wiley |
| Professional indemnity insurance | As stated in Item 22 of Schedule 1 for each insurable claim |  |  |  | Subcontractor |
| 3rd party motor vehicle & plant insurance | As stated in Item 22 of Schedule 1 for each insurable incident |  |  |  | Subcontractor |
| Marine insurance | Insurable risks of physical loss or damage to goods to be incorporated into the subcontract works, whilst those goods are transit or storage |  |  |  | Subcontractor |
| Property insurance | Market value of plant and equipment material to Subcontractor’s ability to perform the work |  |  |  | Subcontractor |

1. Rates and Prices
   1. **Schedule of labour and mark up rates (for variations)**

Please insert all labour rates required for variations. Please also insert mark-up percentages over cost for the items stated below.

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Description | Unit | Rate (ex GST) or percentage |
|  | Site labour rate for variations and day rates |  |  |
|  | <Tenderer to identify labour categories> | Per hour | $#### |
|  | <Tenderer to identify labour categories> | Per hour | $#### |
|  | <Tenderer to identify labour categories> | Per hour | $#### |
|  | <Tenderer to identify labour categories> | Per hour | $#### |
|  | Percentage mark-up rates (for variations) |  |  |
|  | 1. Plant: | N/A | ##% |
|  | 1. Materials: | N/A | ##% |
|  | 1. Subcontracted services to Subcontractor: | N/A | ##% |
|  | 1. Other: | N/A | ##% |

**NOTE:** The Plant and Materials are net invoiced prices (incorporating savings due to discounts and rebates), subject to the percentage mark-up stated in the table above.

* 1. **Trade cost breakdown**

|  |  |
| --- | --- |
| Trade package | Cost |

|  |  |
| --- | --- |
| <Tenderer to identify breakdown categories> | $##### |
| <Tenderer to identify breakdown categories> | $##### |
| <Tenderer to identify breakdown categories> | $##### |
| <Tenderer to identify breakdown categories> | $##### |
| Total fixed lump sum: | $##### |

* 1. **Schedule of pricing**

|  |  |  |  |
| --- | --- | --- | --- |
| Item | Description | Rate  (excluding GST) | Unit or percentage |
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**NOTE** The above rates include all labour, plant, materials, equipment, supervision overheads and profit and all other allowances including preliminaries.

1. Arrangements for engagement of Sub-Subcontractors
   1. If your company proposes to engage sub-subcontractors to perform work on the project, which principal sub-subcontractors would your company expect to engage to perform any part of the Subcontract Works at this stage, and what types of work would those subcontractors perform?

|  |  |
| --- | --- |
| Sub-subcontractor proposed | Scope of work |
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|  |  |
|  |  |

* 1. How many employees of these sub-subcontractors would be expected to perform work on the project (on a week-by-week basis if necessary)?

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| --- |
|  |

* 1. How will your company ensure that the sub-subcontractor has appropriate arrangements in place to maintain terms and conditions of employment for the duration of the project?

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* 1. Where a Subcontractor engaged by your company is not party to a binding workplace agreement, what arrangements or steps would your company take to ensure that the terms and conditions upon which Subcontractors employ their employees are enforceable and protected against additional claims or industrial action?

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1. Compliance with Queensland Code of Practice

If the project is in Queensland, the tenderer acknowledges and agrees that the Queensland Government’s Code of Practice for the Building and Construction Industry (**Queensland Code of Practice**) applies to this project and, accordingly, the tenderer must submit a properly completed, signed and dated compliance schedule, the form of which appears as schedule 1 to this tender form and with schedule 12.

1. Industrial regulation

What industrial awards or agreements has your company been bound by in the last three years, or is currently bound by? (Attach a separate table if necessary including Fair Work Australia (FWA) reference numbers). For each relevant document provide a copy of either the FWA reference number or, if a pre-reform agreement, a copy of the agreement document itself.

|  |  |  |  |
| --- | --- | --- | --- |
| Award/Agreement Title | FWA Reference Number | Expiry Date | Federal or State |
|  |  |  |  |
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1. Safety Management
   1. Has the tenderer had to report a health or safety incident to any WHS Authorities in the last 5 years?

Yes  No

* + 1. **If yes,** number of incidents reported:

|  |
| --- |
|  |

* 1. Has the tenderer been prosecuted for any WHS incident in the last 5 years?

Yes  No

* + 1. **If yes,** number of prosecutions:

|  |
| --- |
|  |

* 1. Has the tenderer a Work Health and Safety Management Plan that complies with legislative requirements and clearly identifies the responsibilities of all their workers relevant to the works to be undertaken?

Yes  No

* 1. Has the tenderer Safe Work Method Statements that comply with legislative requirements and are relevant to the works to be undertaken?

Yes  No

1. Key Personnel

|  |  |
| --- | --- |
| Position | Name |
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**Dated this day of 20**

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|  |
| Signature of tenderer’s authorised representative |
|  |
| Print Name of tenderer’s authorised representative |

**Schedule 1: Compliance Schedule – Queensland Code of Practice and Queensland Guidelines**

Tender: [insert tender reference/project reference]

Tenderer: [insert full legal name, including Australian Business Number (ABN) and, where applicable, Australian Company Number (ACN) of tenderer]

Tenderer's authorised representative: [insert full name and title of the natural person completing this Compliance Schedule on behalf of the tenderer]

1. By completing this Compliance Schedule and submitting a tender, the tenderer acknowledges and agrees that each of the following apply:
   1. It acknowledges that Queensland Government’s Code of Practice (**Qld Code**) and the Queensland Government's Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry (**Qld Guidelines**) apply to the project the subject of this tender. Both documents can be downloaded from: <http://www.justice.qld.gov.au/corporate/about-us/business-areas/industrial-relations/codes-of-practice-and-guidelines/building-and-construction-industry-guidelines>
   2. It undertakes that it, and its related entities, will comply with the Qld Code and Qld Guidelines in respect of the work the subject of this tender and, if not already required to comply on privately and publicly funded projects, will comply with the Qld d Guidelines when undertaking any privately and publicly funded building and construction work on and from the date of submitting its Tender.
   3. It confirms that it and its related entities have complied with the Qld Code and Qld Guidelines on all of its projects to which the Qld Guidelines apply or have applied, and have complied with all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments
   4. It confirms that, where it and its related entities are, or have been, required to comply with the Commonwealth Building Code 2013 as amended from time to time, it has complied
   5. It warrants that neither it, nor any of its related entities, are subject to a sanction in connection with the Qld Code or Qld Guidelines or other circumstance that would preclude the tenderer from submitting a tender or, if its tender is accepted, the tenderer being awarded a subcontract.
2. The tenderer acknowledges and accepts that the Attorney-General of the State of Queensland, through the Building Construction Compliance Branch (**BCCB**), Department of Justice and Attorney-General has responsibility for monitoring and investigating compliance with the Qld Code and Qld Guidelines. The tenderer acknowledges and accepts that where it or its related entities fail to comply with the Qld Code or Qld Guidelines, a sanction may be imposed on it or its related entities or both. The tenderer acknowledges that, without limitation to any rights of Wiley, the sanctions that may be imposed may include, but are not limited to, one or more of the following:
   1. A formal warning that a further breach may lead to further sanctions.
   2. Referral of the breach to the relevant industry organisation for assessment against the organisation’s own professional code of conduct and appropriate action by that organization.
   3. Reduction in tendering opportunities in respect of Queensland Government work, for example by exclusion of the breaching party from tendering for Queensland Government building and construction work above a certain value, or for a specified period of time.
   4. Reporting the breach to an appropriate statutory body.
   5. Publishing the breach and the identity of the breaching party.
3. The tenderer agrees and, if required, gives its consent, and confirms that its related entities agree and, if required, give consent, to the disclosure of information concerning the tenderer's and the tenderer's related entities', compliance with the Qld Code, the Qld Guidelines and Commonwealth Building Code 2013, including disclosure of details of past conduct and whether or not sanctions have been imposed on the tenderer or its related entities in connection with these documents.
4. The tenderer confirms that it has obtained, or will obtain, the consent of each sub-subcontractor or consultant engaged or to be engaged in connection with the work the subject of the tender, to the disclosure of information concerning that parties compliance with the Qld Code, Qld Guidelines, Federal Building Code 2013 including disclosure of details of past conduct and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities in connection with these documents.
5. The Tenderer consents and will ensure its related entities and any subcontractors or consultants engaged by the tenderer consent, to the State of Queensland, its agencies, Ministers and the BCCB (and its authorised personnel) doing any of the following:
   1. Investigating and checking, claims and assertions made by the tenderer in any documents provided as part of its tender, including, but not limited to its Workplace Relations Management Plans (if applicable).
   2. Monitoring, investigating and enforcing the Qld Code and Qld Guidelines;
   3. Ensuring, facilitating and promoting compliance with the Qld Code and Qld Guidelines.
6. The tenderer accepts, and will ensure its related entities and any sub-subcontractors and consultants engaged by the tenderer accept, that the consent referred to in clause 6 of this compliance schedule is an ongoing consent and is not limited to this tender and that parties are expected to comply with the Qld Code and Qld Guidelines on all future projects in accordance with the Qld Code and Qld Guidelines.
7. Without limiting the obligations and requirements in the Qld Guidelines, if the tenderer’s tender is accepted, the Tenderer will do all of the following as is necessary to demonstrate or verify compliance with the Qld Code and the Qld Guidelines:
   1. Comply with the Workplace Relations Management Plan submitted in respect of the work the subject of this tender and accepted by Wiley.
   2. Allow Queensland Government authorised personnel including BCCB authorized personnel to do any of the following:
      1. Access sites and other premises controlled by the Tenderer including the Site.
      2. Monitor and investigate compliance with the Qld Code and Qld Guidelines.
      3. Inspect any work, material, machinery, appliance, article, or facility.
      4. Inspect and copy any record relevant to the work the subject of the tender.
      5. Interview any person.
   3. Notify the BCCB (or nominee) and Wiley of any alleged breaches of the Qld Code and Qld Guidelines and of voluntary remedial action in respect of such breaches taken within 24 hours of becoming aware of the alleged breach and, where the tenderer is the Principal Contractor under the Work Health and Safety Act 2011 (Qld) in respect of the works, report any grievance or dispute related to workplace relations or work health and safety matters that may impact on the costs of carrying out the work or impact on related contracts or timelines, to the BCCB (or nominee) and Wiley within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute.
   4. Report any threatened or actual industrial action that may impact on the work, the costs of carrying out the work, or impact on related contracts or timelines to the BCCB (or nominee) and Wiley within 24 hours of becoming aware of such action and to provide regular updates about the steps being taken to resolve the threatened or actual industrial action.
   5. Take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the works or other related contracts on time and within budget.
   6. Take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the works, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the Qld Guidelines, including supporting the outcomes of compliance with the law, productivity in delivering works on time and within budget, maintaining a high standard of safety and protecting freedom of association.
8. Without limiting the obligations and requirements of the Qld Code and Qld Guidelines, the tenderer will ensure that any sub-subcontractors and consultants engaged by the tenderer in connection with the work under the subcontract comply with each of the requirements of clause 8 of this compliance schedule.

## Privately Funded Projects

1. The tenderer warrants that in respect to privately funded building and construction work it, and its related entities, will do all of the following as is necessary to demonstrate or verify compliance with the Qld Code and Qld d Guidelines:
   1. Comply with the Qld Code and Qld Guidelines.
   2. Maintain adequate records of compliance with the Qld Code and Qld Guidelines including compliance by its sub-subcontractors and consultants.
   3. Allow Queensland Government authorised personnel including BCCB authorized personnel to:
      1. Access sites and other premises controlled by the Tenderer including the Site.
      2. Monitor and investigate compliance with the Qld Code and Qld Guidelines.
      3. Inspect any work, material, machinery, appliance, article, or facility.
      4. Inspect and copy any record relevant to the work the subject of the tender.
      5. Interview any person.
   4. Ensure sub-subcontractors and consultants engaged by the tenderer in connection with the tenderer’s privately funded building and construction work comply with obligations of this clause 9 of this compliance schedule.

## Declaration

1. By signing this compliance schedule on behalf of the tenderer, the authorised representative declares that they have full authority to execute this compliance schedule on behalf of the tenderer and have obtained all necessary consents and approvals to bind the tenderer to its terms and conditions.

## Signature of authorised representative: …………………………………………………

## Name of authorised representative: …….……………………………………………

[Please print in block letter full name]

Date: ……………..………………………………...