

Attachment 1

Tender Form

To:	
Email:	
Trade	Wiley & Co Pty Ltd ABN 40 010 604 869
Project name	As per invitation to tender
Project location	As per invitation to tender
Relevant code of practice	As per invitation to tender
Gvt training policy applies?	As per invitation to tender

We will perform the Subcontract Works described in the tender documents for the prices stated in the attached tender submission and in accordance with the conditions of tendering and the attached documents.

Full business name of tenderer	
ABN	
ACN	
Registered address of tenderer	
Place of business of tenderer	
Postal address of tenderer	
Licence No	
Telephone:	
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

Tender Breakdown Item	Tendered sum (exclusive of GST)	
1.		
2.		
3.		
4.		
5.		
6.		
7.		
Total tendered subcontract sum (excl GST)		A\$

2 LEGAL STATUS OF TENDER

Is the tenderer a trust	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", what is the name of the trust:	
If "yes", what is the name of the trustee:	
If "yes", what is the ACN of the trustee:	
If the tenderer is a business name, what is the name of the owner:	
Security and Retention Monies	
We will provide the following (one must be provided)	<input type="checkbox"/> Cash Retention <input type="checkbox"/> Security

3 INSURANCE

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	Insurance Value held (if different)	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 WorkCover [Qld]				Each person engaged in the performance of the Subcontract Works who is not covered by Workers' Compensation Insurance
Works insurance	Must be at least equivalent to the Subcontract Sum as adjusted under the subcontract				Principal, Subcontractor and Wiley
Public liability insurance	Must be at least \$20 million for each insurable incident or otherwise agreed				Principal, Subcontractor and Wiley
Professional indemnity insurance	Must be at least \$10 million for each insurable claim or otherwise agreed				Subcontractor with Design Component

4 RATES AND PRICES

4.1 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	Rate (excluding GST)	Unit
1.	Site labour rate for dayworks (Tradesperson)		/hr
2.	Site labour rate for dayworks (Apprentice)		/hr
3.	Site labour rate for dayworks (Labourer)		/hr
4.	Percentage mark-up [profit + off-site overhead] on variations for each of the following:		
	a) Plant		%
	b) Materials		%
	c) Subcontracted services to Subcontractor		%

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.

4.2 Schedule of pricing (for variations)

Item	Description	Rate (excluding GST)	Unit
1.		\$	
2.			
3.			
4.			
5.			
6.			

NOTE: The above rates are to include for all labour, plant, materials, equipment, supervision overheads and profit and all other allowances including preliminaries.

5 ARRANGEMENTS FOR ENGAGEMENT OF SECONDARY SUBCONTRACTORS

5.1 If your company proposes to engage secondary subcontractors to perform work on the project, which principal secondary 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?

Subcontractors proposed	Scope of work

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

5.3 How will your company ensure that the secondary subcontractor has appropriate arrangements in place to maintain terms and conditions of employment for the duration of the project?

5.4 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?

6 COMPLIANCE WITH RELEVANT CODE OF PRACTICE (SCHEDULE 1)

The tenderer must sign and submit with their tender the Compliance Schedule 1 – Relevant Code of Practice

6.1 Has the tenderer attached a signed tender compliance schedule?

Yes No

7 SUPPLY AND RESOURCE QUESTIONNAIRE

It is a requirement that all potential subcontractors and suppliers undertake the Wiley Supply and Resource questionnaire. Instructions on how to undertake this have been enclosed.

7.1 Has the tenderer completed the Supply and Resource Questionnaire?

Yes No

8 TRAINING POLICY

The project may require subcontractors to comply with the Government Training Policy and provide monthly reports of hours used on the project for apprentices, undergraduates and students. There is an emphasis on using “New Starters” which are apprentice tradespeople.

Please provide the number of “New Starters” you would be able to provide to the project.

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9 QUALITY

9.1 Has the tenderer a Quality Management Plan that clearly identifies the responsibilities of all their workers relevant to the works to be undertaken?

Yes No

9.2 An example Inspection & Test Plan (ITP) is to be provided for tender review. Has the tenderer returned the example ITP?

Yes No

10 SAFETY MANAGEMENT

10.1 The tender has received a copy of the Wiley Workplace Health and Safety Management plan (WHSMP) and understand its safety obligations on the project.

Yes No

10.2 The tenderer is aware of the pre-registration requirements prior to site access as part of our COVID19 Response

Yes No

10.3 The tenderer is aware of the online site induction and employees will be refused from site if the induction is not completed prior to arrival.

Yes No

10.4 Has the tenderer had to report a health or safety incident to any WHS Authorities in the last 5 years?

Yes No

(a) **If yes**, number of incidents reported and summary of each incident:

Incident description	LTI days

10.5 Has the tenderer been prosecuted for any WHS incident in the last 5 years?

Yes No

If yes, number of prosecutions

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

Yes No

10.7 An example Safe Work Method Statement is to be provided for tender review. Has the tenderer returned an example SWMS for each high-risk activity?

Yes No

11 **KEY PERSONNEL**

Position	Name

Dated this _____ day of _____ 20____

.....
Signature

.....
Print Name

Schedule 1: Compliance Schedule –Code of Practice

- 1 By completing this Compliance Schedule and submitting a tender, the tenderer acknowledges and agrees that each of the following apply:
 - 1.1 It acknowledges that the Code of Practice or Conduct stated above (**Relevant Code**) and any associated implementation guidelines, practice directions and amendments to the Relevant Code apply to the project the subject of this tender.
 - 1.2 It acknowledges that, where required under the Relevant Code, breaches of that Code and any voluntary action must be reported to the agency established (**Relevant Monitoring Agency**) by the government that has published the Relevant Code.
 - 1.3 It undertakes that it, and its related entities, will comply with the Relevant Code 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 Relevant Code when undertaking any privately and publicly funded building and construction work on and from the date of submitting its Tender.
 - 1.4 It confirms that it and its related entities have complied with the Relevant Code on all of its projects to which that Relevant Code applies or has applied, and it has complied with all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments
 - 1.5 It confirms that, where it and its related entities are, or have been, required to comply with the Commonwealth Building Code 2016 as amended from time to time, it has complied
 - 1.6 It warrants that neither it, nor any of its related entities, are subject to a sanction in connection with the Relevant Code 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 Relevant Monitoring Agency has responsibility for monitoring and investigating compliance with the Relevant Code. The tenderer acknowledges and accepts that where it or its related entities fail to comply with the Relevant Code, 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:
 - 2.1 A formal warning that a further breach may lead to further sanctions.
 - 2.2 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.
 - 2.3 Reduction in tendering opportunities in respect of government work from the government that published the Relevant Code, for example by exclusion of the breaching party from tendering for that government's building and construction work above a certain value, or for a specified period of time.
 - 2.4 Reporting the breach to an appropriate statutory body.

- 2.5 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 Relevant Code and Commonwealth Building Code 2016, 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 Relevant Code and Commonwealth Building Code 2016 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 Relevant Monitoring Agency (and its authorised personnel) doing any of the following:
- 5.1 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).
 - 5.2 Monitoring, investigating and enforcing the Relevant Code;
 - 5.3 Ensuring, facilitating and promoting compliance with the Relevant Code.
- 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 5 of this compliance schedule is an ongoing consent and is not limited to this tender and that parties are expected to comply with the Relevant Code on all future projects in accordance with the Relevant Code.
- 7 Without limiting the obligations and requirements in the Relevant Code, 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 Relevant Code:
- 7.1 Comply with the Workplace Relations Management Plan (if required) submitted in respect of the work the subject of this tender and accepted by Wiley.
 - 7.2 Allow the Relevant Monitoring Agency's authorised personnel to do any of the following:
 - 7.2.1 Access sites and other premises controlled by the Tenderer including the Site.
 - 7.2.2 Monitor and investigate compliance with the Relevant Code.
 - 7.2.3 Inspect any work, material, machinery, appliance, article, or facility.
 - 7.2.4 Inspect and copy any record relevant to the work the subject of the tender.
 - 7.2.5 Interview any person.

- 7.3 Notify the Relevant Monitoring Agency and Wiley of any alleged breaches of the Relevant Code 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 applicable Work Health and Safety Act 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 Relevant Monitoring Agency and Wiley within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute.
- 7.4 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 Relevant Agency 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.
- 7.5 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.
- 7.6 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 Relevant Code, 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 Relevant Code, 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 7 of this compliance schedule.

Privately Funded Projects

- 9 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 Relevant Code:
- 9.1 Comply with Relevant Code.
- 9.2 Maintain adequate records of compliance with the Relevant Code, including compliance by its sub-subcontractors and consultants.
- 9.3 Allow the Relevant Monitoring Agency's authorised personnel to:
- 9.3.1 Access sites and other premises controlled by the Tenderer including the Site.
- 9.3.2 Monitor and investigate compliance with the Relevant Code.
- 9.3.3 Inspect any work, material, machinery, appliance, article, or facility.
- 9.3.4 Inspect and copy any record relevant to the work the subject of the tender.

9.3.5 Interview any person.

9.4 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

10 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: