**Tender Form** – Lump Sum using AS 4300 - 1995 General Conditions of Contract for design and construct

|  |
| --- |
| **Address for lodgement of The Queensland Government Tender Box,**  **Tenders C/o Decipha Pty Ltd**  **2 Duncan Street, West End QLD 4101**  **Time for close of Tenders** 2.00 pm on |

|  |  |  |  |
| --- | --- | --- | --- |
| Instructions  **Tenderer** ☞  Insert the full name of the tenderer. Include trading name if applicable.  **Tender Sum** ☞  Insert the Tendered Sum.  **Addenda**  If no addenda have been allowed for indicate in the box provided. ☞  **Address** ☞  Insert the **address for Service of Notices** in accordance with clause 7 of the Conditions of Contract.  **Execution** ☞  Where the Tenderer is a sole trader, individuals in a partnership or persons trading under a business name, then (i) must be completed. Witness to sign and print name.  Where the Tenderer is a company, including companies tendering under a business name, then (ii) must be completed. 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. |  | **(1)** I/We  of (address)    PQC Registration No Q.B.C.C. License No  ACN No ABN No  Telephone: (….) Facsimile: (….) | |
|  | |
| hereby tender to execute and complete all work and perform all of the obligations in accordance with the Tender Documents: | |
|  | |
| **(2)** for **Project** Tender No for the lump sum of  (inclusive of GST) | |
|  | |
| **(3)** The Lump Sum Tender Sum includes allowance for the provision of addenda designated inclusive or; Nil addenda allowed for in the Tender Sum. | |
|  | |
| **(4)** My/Our address for service of notices is | |
|  | |
| **(5) (i)** Signed by )  *Name of person* )  on the day of 20 )  )  In the presence of )  *Name of Witness* ) OR **(ii)** Signed by )  *Name of Company* )  )  )  in accordance with its Constitution )  )  on the day of 20 )  ) | *Signature of Person*    *Signature of Witness*    *Signature of Director*    *Name of Director*    *Signature of Director/Secretary*    *Name of Director/Secretary* |

**Tender Form**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Schedule of Agreed Damages for Delay by the Principal The Tenderer’s attention is drawn to Clause 36 Alternative 2 of the Conditions of Contract. This provides for the Contractor to be paid “agreed damages”, calculated by reference to the Delay Rate contained in this schedule, in respect of delays caused by an event described in Clause 35.5(b) of the Conditions of Contract, where the conditions precedent set out in Clause 36.1 Alternative 2 have been satisfied.  Where Clause 36 Alternative 2 applies, the Tenderer may price this schedule by submitting a Delay Rate or, if for any reason whatsoever the Tenderer does not price this schedule, the following formula shall apply and the rate so calculated shall be deemed to be the Delay Rate.  R = 6.5% of the Tender Sum (exclusive of GST)  Contract Time x 5  where -  “Contract Time” is the period (in weeks) allowed in the Tender documents for Practical Completion; and  “R” is the Delay Rate, exclusive of GST.   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **description of portion of contract to which Delay Rate applies** |  | **provisional no. of delay days** |  | **Delay Rate (exclusive of GST)** |  | **Provisional Delay Allowance (exclusive of GST)** | |  |  |  |  |  |  |  | | Whole of Contract |  | ….. delay days | x | $............../day | = | $........................... |   The provisional number of delay days stated in this schedule, multiplied by the Delay Rate (whether submitted by the Tenderer or calculated according to the formula set out above) shall be the Provisional Delay Allowance. The Tenderer acknowledges that the Tender Sum at Item 2 of the Tender Form includes both the Provisional Delay Allowance plus the GST component in relation to the Provisional Delay Allowance.  Where a Tenderer tenders a rate for the provisional number of delay days stated in this schedule and a higher rate for delay days thereafter then, for the purposes of evaluating tenders only, the Tender Sum shall be adjusted by deleting the Provisional Delay Allowance plus GST and adding the total of the provisional number of delay days multiplied by the higher tendered rate plus GST.  The provisional number of delay days is not included in the Contract time, nor shall it be taken as an anticipatory breach and nor shall it prevent the Principal from exercising its rights under the contract or at law. |
|  |
| **Schedule of Provisional Quantities**  The Tenderer shall price this schedule and the total of the provisional quantity(ies) stated multiplied by the tendered rate per item shall be a provisional allowance(s). The Tendered rate(s) in this schedule shall be the rate exclusive of GST. Notwithstanding, the Tenderer acknowledges that the Tender Sum at Item 2 of the Tender Form includes both the provisional allowance(s) plus the GST component(s) in relation to the provisional allowance(s).  **Description of Work Provisional Tendered Rate /Unit Provisional Allowance**  **Quantity (exclusive of GST) (exclusive of 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 40.5 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. |
|  |
| Warranty to Comply with Apprentice/Trainee 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 29.1A of the Special Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the General Conditions of Contract for design and construct. |
|  |
| Calculation of GST Component of Tender Sum Net Tender Sum (Tender Sum exclusive of GST) $  GST Component of Tender Sum $  Tender Sum (As per Item 2 of Tender Form) $ |

|  |
| --- |
| Privacy Statement The Principal 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. |
| Australian Government Work Health and Safety Accreditation Scheme It is a requirement of this project that the successful Tenderer be accredited under the Work Health and Safety Accreditation Scheme (Scheme) established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), at the time of entering into the contract for the building work and while the building work is being carried out  The successful Tenderer must comply with all conditions of Scheme accreditation and the National Construction Code performance in relation to building materials  The Tenderer must insert details of its accreditation status, including the expiry date of accreditation or evidence that accreditation is being sought under the Australian Government Work Health and Safety Accreditation Scheme: |

* Updated for OFSC model clauses dated January2018