



Government  
of South Australia

**Department for Infrastructure and Transport**

**Guidelines:**

**PREFERRED SUPPLY ARRANGEMENT**

**SAFETY BARRIER**

**(PSA No. 20C610)**

**CONTACT FOR FURTHER  
INFORMATION**

General Enquiries  
[DIT.PSASB@sa.gov.au](mailto:DIT.PSASB@sa.gov.au)

**CONTENTS**

- 1 INTRODUCTION ..... 3**
  - 1.1 Guidelines ..... 3
  - 1.2 Accuracy of Guidelines..... 3
  - 1.3 Your Use of Guidelines ..... 3
  - 1.4 Procurement Process does not create a Contract ..... 3
- 2 YOUR APPLICATION TO THE PSASB ..... 4**
  - 2.1 Format of Application ..... 4
  - 2.2 Application ..... 4
  - 2.3 Validity ..... 5
  - 2.4 Timeframes ..... 5
  - 2.5 Principal’s Use of Your Application Materials ..... 5
- 3 CONSORTIA AND SUB-CONTRACTING FOR THE APPLICATION ..... 6**
  - 3.1 Consortia..... 6
  - 3.2 Sub-contracting..... 6
- 4 APPLICATION PROCUREMENT PROCESS CONDUCT ..... 7**
  - 4.1 Your Conduct ..... 7
  - 4.2 Principal Conduct..... 7
  - 4.3 Confidentiality..... 7
- 5 APPLICATION EVALUATION PROCESS ..... 8**
  - 5.1 Evaluation ..... 8
  - 5.2 Negotiation..... 10
  - 5.3 Financial Checks..... 10
  - 5.4 Acceptance to the PSASB..... 10
  - 5.5 Review of Ongoing Compliance ..... 10
  - 5.6 Performance ..... 11
  - 5.7 Performance Review..... 11
- 6 HOW TO WIN WORK..... 12**
  - 6.1 General ..... 12
  - 6.2 Work Order Request ..... 12
  - 6.3 Work Order Offer..... 13
  - 6.4 Work Order Offer Evaluation ..... 13
  - 6.5 Award..... 13
  - 6.6 Performance Evaluation ..... 14
  - 6.7 Updates to the GC21 Terms and Conditions and Contract Information ..... 14
- 7 GOVERNMENT POLICIES ..... 15**
  - 7.1 Employment of Ex-Government Employees ..... 15
  - 7.2 Disclosure of Government Contracts..... 15
- APPENDIX 1 – APPLICATION FORM INCLUDING GC21 TERMS AND CONDITIONS16**
- APPENDIX 2 – WORK ORDER REQUEST EXAMPLE ..... 17**
- APPENDIX 3 – LETTER OF AWARD TEMPLATE EXAMPLE..... 18**

# 1 INTRODUCTION

## 1.1 Guidelines

Suppliers (Applicants) wishing to be part of PSA No. 20C610 – *Preferred Supply Arrangement Safety Barrier* (PSASB) are invited by the Department for Infrastructure and Transport (the Department) to submit an Application in accordance with these Guidelines (the Application).

To be eligible, Applicants must be able to demonstrate the appropriate technical capability, skills, management systems and experience appertaining to performing removal, supply and installation of safety barriers for the Commissioner of Highways (the Principal).

The submission must contain all information requested in the Application otherwise the Application may not be considered.

An Applicant may submit an Application at any time whilst the PSASB is open. If an Applicant's Application is unsuccessful, the Applicant may submit a new Application at any time.

If an Applicant's Application is approved, the Applicant will become a member of the PSASB (Member).

Membership in the PSASB does not guarantee that the Member will be awarded any Work by the Principal, nor are any representations or guarantees made by the Principal regarding the amount of Work that may be awarded to a Member over the term of the PSASB.

Any Work awarded under the PSASB will be in accordance with the GC21 Terms and Conditions (refer to Appendix 1) in conjunction with the execution of a Letter of Award (refer to Appendix 3).

The Principal may amend or add to the information in these Guidelines or the Application at any time.

## 1.2 Accuracy of Guidelines

The Principal makes no promise or representation that any factual information supplied in the Guidelines, Application or in connection with your participation in the PSASB is accurate.

Information is provided by the Principal in good faith and the Principal will not be liable for any omission from these Guidelines.

## 1.3 Your Use of Guidelines

Without the express prior written consent of the Principal, you must not re-produce, re-advertise and/or in any way use the contents of these Guidelines either in whole or in part, other than for the purpose of preparing and lodging an Application.

## 1.4 Procurement Process does not create a Contract

Your Application is at your sole risk.

Nothing in these Guidelines or your Application must be construed as creating any binding contract or other legal relationship (express or implied) between you and the Principal.

Your participation in the PSASB is non-exclusive.

Nothing in these Guidelines shall prevent or prohibit or be construed as preventing or prohibiting the Principal from seeking services or materials from any other company, whether a Member of the PSASB or otherwise, if the Principal so wishes.

## **2 YOUR APPLICATION TO THE PSASB**

### **2.1 Format of Application**

Your Application must:

- a) be in English;
- b) be endorsed by an appropriately authorised officer;
- c) observe word limits where specified as the Principal reserves the right to disregard any part(s) of your Application that exceed any specified word limit;
- d) be concise and only provide what is sufficient to present a complete and effective response; and
- e) be in the format included in Appendix 1 of these Guidelines.

The Principal may disregard any content in an Application that is illegible.

### **2.2 Application**

Your Application must include the following completed schedules included in the Application form (refer Appendix 1):

- a) Schedule 1: Applicant Information
- b) Schedule 2: Insurances - Certificate of Currency for Return to Work SA
- c) Schedule 3: Statement of Intent for Industry Participation Plan (SAIPP)
- d) Schedule 4: SA Building Work Contractor's Licence(s)
- e) Schedule 5: Australian Government National Building Code 2016 Declaration of Compliance
- f) Schedule 6: GC21 Terms and Conditions and Master Specification Compliance
- g) Schedule 7: Company Experience
- h) Schedule 8: Company Personnel
- i) Schedule 9: Plant & Equipment
- j) Schedule 10: Management Plans

As part of the Application, you are required to agree to the PSASB GC21 Terms and Conditions provided in Attachment 1 of the Application. The Principal, may, in its absolute discretion, require changes for specific Work Order Request requirements.

If a Member is successful in being awarded Works following a secondary procurement process, those Works will be awarded by a Letter of Award. No site access will be granted unless the Letter of Award is fully executed and all other conditions precedent for site access have been satisfied.

You are responsible for the cost of preparing and submitting your Application(s) and all other costs arising from your participation in the PSASB.

The PSASB will initially be open for Applications until the date and time set out in the Application. Once the PSASB has been established, the PSASB will be re-opened for Applications.

An Applicant may submit an Application at any time whilst the PSASB is open for Applications. If an Applicant is unsuccessful in an Application, the Applicant may submit a new Application.

To enable you to have the opportunity to become a Member prior to the PSASB becoming operational, it is strongly recommended that you submit an Application prior to the Establishment Closing Date listed in the Application.

Your Application must be submitted electronically on Tenders SA.

## **2.3 Validity**

By lodging an Application you agree that the Application will remain open for acceptance by the Principal for 120 days from the Application closing date.

## **2.4 Timeframes**

The PSASB is for a term up to 36 months with the option of two 12 month extension terms subject to the Principal's discretion.

The period of notice to extend shall be 6 months prior to the expiry of the then current term.

## **2.5 Principal's Use of Your Application Materials**

Upon lodgement, your Application will become the property of the Principal.

Intellectual Property owned by you or any third parties forming part of the Application will not pass to the Principal with the physical property comprising the Application materials. However, you acknowledge and agree that you have the authority to grant to the Principal an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Application to the extent necessary to conduct the evaluation and in the preparation of any resultant contract.

## **3 CONSORTIA AND SUB-CONTRACTING FOR THE APPLICATION**

### **3.1 Consortia**

If you are a member of a consortium then your Application must stipulate which part(s) of these Guidelines that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of the Guidelines.

All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

The Principal will treat the contact person listed in Schedule 1 of the completed Application as the preferred contact person for any consortium Application.

### **3.2 Sub-contracting**

If your Application relies on a sub-contracting arrangement, then you must stipulate in your Application the tasks that the proposed sub-contractor(s) would undertake. You remain legally responsible for meeting the PSASB Guidelines in all respects both during the Application process and during any resultant contractual relationship with the Principal.

## **4 APPLICATION PROCUREMENT PROCESS CONDUCT**

### **4.1 Your Conduct**

You must:

- a) ensure all communications are undertaken via the contact person;
- b) declare any actual or potential conflict of interest;
- c) not employ or engage the services of any person who has a duty to the Principal as an adviser, consultant or employee (or former adviser, consultant or employee);
- d) not apply any incentive to, or otherwise attempt to influence, any employee of the Principal or any member of an evaluation team at any time;
- e) not engage in any collusive or anti-competitive conduct with any Supplier or Applicant under these Guidelines;
- f) comply with all laws in force in South Australia applicable to this PSASB;
- g) disclose whether you are acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s); and
- h) not issue any news releases or responses to media enquiries and questions regarding these Guidelines without the Principal's written approval.

If you act contrary to the expectations outlined above, the Principal reserves the right (regardless of any subsequent dealings) to exclude your Application from further consideration.

### **4.2 Principal Conduct**

The Principal will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality); and
- b) give all Applicants under the PSASB the opportunity to compete fairly.

### **4.3 Confidentiality**

You must identify any aspect of your Application that you consider should be kept confidential and provide reasons. The Principal is not obliged to treat information as confidential and in the absence of any agreement to do so, you acknowledge that the Principal has the right to publicly disclose the information.

Any condition in your Application that seeks to prohibit or restrict the Principal's right to disclose information will not be accepted.

Notwithstanding any undertaking regarding confidentiality, by submitting an Application, you agree that the Principal may forward information relating to you or your Application to the Australian Competition and Consumer Commission (ACCC) if the Principal reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is cartel conduct or unlawful collusion in relation to your participation in the PSASB (whether or not the suspicion relates to your Application).

Information supplied by or on behalf of the Principal is confidential to the Principal and you are obliged to maintain its confidentiality. You may disclose confidential information to any person that has a need to know the information for the purposes of submitting your Application.

## 5 APPLICATION EVALUATION PROCESS

### 5.1 Evaluation

You must meet all the mandatory and non-price criteria evaluation for qualification to be a member in the PSASB, as shown respectively in tables 5.1 and 5.2 (Evaluation Criteria):

Table 5.1 – Mandatory criteria assessment for qualification to the PSASB.

Mandatory Criteria	
Certificate of Currency for Workers Compensation Insurance Certificate (RTWSA)	Acceptable/Not Acceptable
Industry Advocate Statement of Intent	Acceptable/Not Acceptable
SA Building Work Contractor’s Licence(s) requirements to perform works in accordance with the requirements of Consumer and Business Services SA. The license category endorsement of ‘ <i>Civil Construction</i> ’ or ‘ <i>Any Building Work</i> ’ or ‘ <i>Metal Fabricated Production Installation</i> ’ has been deemed the minimum requirement	Acceptable/Not Acceptable
Australian Government National Building Code 2016 Declaration of Compliance for any works containing Federal Government funding Streams	Acceptable/Not Acceptable
Provision of company signed acceptance of the PSASB contract and related Application documents	Acceptable/Not Acceptable
Satisfactory financial assessment	Acceptable/Not Acceptable

Table 5.2 – Non-Price Criteria assessment for qualification to the PSASB.

Description	Assessed
Demonstrated commercial compliance and technical capability including examples of safety barrier installations for Government Authorities within the last 12 months including: <ul style="list-style-type: none"> <li>➤ Steel beam</li> <li>➤ Box beam</li> <li>➤ Wire rope</li> <li>➤ Bridge barrier</li> </ul>	Satisfactory/ Unsatisfactory
Experience of company personnel including specific details of completed safety barrier works within the last 12 months	Satisfactory/ Unsatisfactory
Details of Plant and Equipment to be used for Works	Satisfactory/ Unsatisfactory
Supply of Management Plans demonstrating compliance to DIT Master Specifications for the following: <ul style="list-style-type: none"> <li>➤ Quality</li> <li>➤ Safety</li> <li>➤ Environmental</li> <li>➤ Covid 19</li> </ul>	Satisfactory/ Unsatisfactory

In evaluating Applications the Principal will consider:

- a) the Evaluation Criteria;
- b) compliance with applicable Government Policies; and
- c) any other information that the Principal considers relevant.

Where mandatory criteria are specified and your Application does not comply with these criteria the Principal may choose not to further evaluate your Application.

The Principal may in its absolute discretion (but is not obliged to):

- a) take into account any relevant consideration when evaluating Applications;
- b) invite any person or entity to lodge an Application;
- c) allow a member and/or Applicant under the PSASB to change its Application;
- d) consider, decline to consider, or accept (at the Principal’s sole discretion) an Application lodged other than in accordance with these Guidelines;
- e) seek further information from you regarding your Application including but not limited to requests for additional information or presentations by, or interviews with you or your key personnel;
- f) seek and evaluate relevant financial viability data concerning your business and related entities including seeking any assistance from third party providers;
- g) suspend or terminate this PSASB process;
- h) make enquiries of any person or entity to obtain information about you and your Application (including but not limited to the referees); and
- i) visit facilities operated by any Applicant and/or Member under the PSASB, proposed subcontractors of any member under the PSASB and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).

## 5.2 Negotiation

The Principal may choose to:

- a) enter into negotiations with you or any Applicant under the PSASB (including parallel negotiations with more than one member under the PSASB) in order to vary its Application on grounds of capability/capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters;
- b) re-evaluate Applications generally after any negotiation;
- c) suspend, discontinue or terminate at any time negotiations with you or any member under the PSASB or any other person or organisation;
- d) negotiate with you or any member under the PSASB for the provision of any part of the Guidelines and negotiate with any other member under the PSASB with respect to the same or other parts of the Guidelines and to enter into one or more contracts for part or parts of the Guidelines;
- e) negotiate at any time with any organisation that is not a member under the PSASB and enter into a contract in relation to the Guidelines or any part of the Guidelines with that organisation on such terms as the Principal, at its absolute discretion, considers appropriate; and
- f) seek best and final Applications from all or some of the member under the PSASB. Irrespective of the Principal's right to negotiate and/or seek a best and final Application, you are bound by your Application, and if selected, you must be willing to enter into a contract on the basis of your Application.

## 5.3 Financial Checks

A financial viability assessment is required to be undertaken for all Applicants prior to the establishment of the PSASB.

Should the financial viability assessment show the Applicant is not financially capable of undertaking work, the Principal may not accept the Application.

Upon acceptance to the PSASB, Members will undergo a financial viability assessment as a minimum once per calendar year.

## 5.4 Acceptance to the PSASB

You will be notified in writing of your acceptance onto the PSASB and your entity name will appear on the PSASB register published on the Principal's website.

## 5.5 Review of Ongoing Compliance

At any time the Principal may request you to provide evidence of your ongoing compliance to the requirements under which your membership on the PSASB was granted.

Within 7 days of such request you shall provide the required information.

Your failure to provide all the required information within 7 days will result in you being removed from the PSASB (at the sole discretion of the Principal).

## **5.6 Performance**

### **Revocation of Applicant Status**

A Member will be removed from the PSASB (at the Principal's discretion), if the Member:

- a. does not respond to a Work Order Request in any 12 month period having been issued at least three requests in that 12 month period; or
- b. fails to demonstrate their ability to meet the minimum assessment requirements for their appointed service categories due to staff changes. You are required to notify the Principal of any staff changes; or
- c. fails a financial check in accordance with Clause 5.3 of these Guidelines.

## **5.7 Performance Review**

You may not be offered work under the PSASB (at the Principal's discretion) if you demonstrate poor performance. PSASB Members who have not completed requirements of previous work order requests (i.e. defects or outstanding documentation), may be excluded from future Work Order Requests until Works are completed and/or issues resolved to the Department's satisfaction.

The Principal may, in its absolute discretion, consider your performance from previous agreements with the Principal when awarding Works to you.

The Principal may, in its absolute discretion and without limiting this clause 5.7, consider your current workload and availability to perform the Works to the nominated completion date when awarding Works to you.

## 6 HOW TO WIN WORK

### 6.1 General

Upon establishment of the PSASB, Works will be identified and released via a secondary procurement process by the issuing of Work Order Requests to Members.

The type and number of projects released through the PSASB will be at the Principal's discretion.

Packages will be released based on the following:

- For Works considered to be low risk and/or routine and with an estimated value of up to \$165 000 (GST inclusive) a minimum of one PSASB Member will be invited to quote. No PSASB Member shall be procured under single select process on consecutive single select secondary procurements, unless approved by the Department.
- For Works with an estimated value between \$165 000 and \$550 000 (GST inclusive) a minimum of 3 PSASB Members, assessed as providing the most suitable expertise, will be invited to tender. The selection of a successful Member will be based on providing the best value for money and availability for the type of work required.
- For Works with an estimated value over \$550 000 (GST inclusive) all PSASB Members, assessed as providing the most suitable expertise, will be invited to quote.

At the Principal's sole discretion, Work may be requested as an individual project or a bundle of multiple projects. Locations will be both metro and rural covering South Australia. Work may be required across a range of environments, some of which may require specific conditions of entry such as rail corridors, traditional owned lands (e.g. APY Lands) and active construction sites. You will be obligated to comply with all site entry prerequisites.

### 6.2 Work Order Request

For Work under the PSASB, the Principal will release a Work Order Request which may include, but will not be limited to:

- Contact details, submission details and closing time and date;
- Tender Form;
- Contract Information to the GC21 Terms and Conditions;
- Contract Scope;
- Contract specific specification requirements;
- Pricing schedules;
- Working Time;
- Project specific tendering requirements; and
- IPP requirements.

An example of a Work Order Request template is included in Appendix 2.

Work requested under a Work Order Request is based on the unamended PSASB GC21 Terms and Conditions agreed by you at the Application stage. No negotiation or changes to the GC21 Terms and Conditions requested by you during any subsequent stages will be considered by the Principal.

The number of Members issued with a Work Order Request will be selected at the Principal's sole discretion.

### 6.3 Work Order Offer

All Work Order Offers shall be submitted within the time specified in the Work Order Request using the dedicated PSASB email address (or as stated on the Work Order Request) unless otherwise advised by the Principal.

Only the secure email shall be used for submission, otherwise the submission shall be deemed as “non-compliant” and set aside from further evaluation.

The Work Order Offer will be in the format provided in the Principal's Work Order Request and shall not include any other documents or schedules not requested in the Work Order Request. Additional documents or schedules provided with a Work Order Offer will not be considered and may lead to the Work Order Offer being non-conforming and set aside from further evaluation.

Late submissions may not be considered.

The Department’s Conditions of Tendering apply to Work Order Requests and Work Order Offers. In the event of any inconsistency between the Conditions of Tendering and these Guidelines, these Guidelines prevail.

A copy of the Department’s Conditions of Tendering is available at [https://www.dit.sa.gov.au/contractor\\_documents/request\\_for\\_tender\\_templates2](https://www.dit.sa.gov.au/contractor_documents/request_for_tender_templates2).

### 6.4 Work Order Offer Evaluation

The Work Order Offer will be evaluated using the Matrix method.

The proposed evaluation criteria is as follows:

Description	Weighting
<ul style="list-style-type: none"> <li>Approach to the task (i.e. methodology), which includes the Tenderer's understanding of all aspects of the work involved in the project and the Tenderer's ability to handle any technical problems likely to arise.</li> <li>Ability to meet project timelines</li> </ul>	35%
<ul style="list-style-type: none"> <li>Provision of Project specific traffic management plan</li> </ul>	5%
<ul style="list-style-type: none"> <li>Industry Participation Plan</li> </ul>	15%
<ul style="list-style-type: none"> <li>Tendered Sum (based on Schedule of Rates)</li> </ul>	45%
<b>Total</b>	<b>100%</b>

### 6.5 Award

Upon completion of the Work Order Offer evaluation, if Work is to be awarded by the Principal, a Letter of Award substantially in the form included in Appendix 3 will be issued to the preferred Member. Nothing provided by the Principal prior to this Letter of Award will constitute an acceptance by the Principal of a Work Order Offer or give rise to a contractual obligation.

The Letter of Award will constitute the formal instrument of agreement between the Principal and the Member for the Work.

The preferred Member shall sign and return the Letter of Award to the Principal’s Representative. If the Letter of Award is not returned to the Principal in accordance with the

requirements of the Letter of Award, unless otherwise advised in writing by the Principal, the acceptance of the Work Order Offer will be deemed withdrawn, and the GC21 Terms and Conditions terminated, with no compensation payable by the Principal to the Member, including for any work under GC21 Terms and Conditions performed by you prior to the withdrawal.

## **6.6 Performance Evaluation**

The Principal's Representative will provide performance evaluation feedback to the PSASB member for each Work Order. A further performance review will be undertaken every 6 months thereafter.

The results will be taken into consideration when allocating future Work Orders Requests.

The Principal's Representative may evaluate and review member performance and quality of work at any stage during the course of the PSASB.

## **6.7 Updates to the GC21 Terms and Conditions and Contract Information**

From time to time, the Department may update the GC21 Terms and Conditions that appear on its website as well as the Contract Information that appears at Attachment 1 of the Application.

If this occurs, you will be notified in advance in writing of the changes and you will be provided with the opportunity to confirm whether you wish to remain a PSASB Member in light of the changes.

## **7 GOVERNMENT POLICIES**

South Australian Government policies apply to all South Australian Government purchasing and related activities.

### **7.1 Employment of Ex-Government Employees**

Unless an exemption has been granted by the Treasurer, the Principal will not accept the services of any former public sector employee, either directly or through a third party, for a period that corresponds with the number of weeks of a targeted voluntary separation package received from the South Australian Government, where such engagement may breach the conditions under which the separation package was paid to the former public sector employee.

### **7.2 Disclosure of Government Contracts**

If a Contract is entered into, the Principal may disclose that Contract and/or information in relation to it in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

# APPENDIX 1 – APPLICATION FORM INCLUDING GC21 TERMS AND CONDITIONS



Government  
of South Australia

**Department for Infrastructure and Transport**

**APPLICATION FOR:  
Preferred Supply Arrangement – Safety Barrier (PSASB)  
(PSA No. 20C610)**

**CONTACT FOR FURTHER  
INFORMATION**

E-mail: [DIT.PSASB@sa.gov.au](mailto:DIT.PSASB@sa.gov.au)

**CLOSING**

Applications must be submitted electronically at  
[DIT.PSASB@sa.gov.au](mailto:DIT.PSASB@sa.gov.au)

## INSTRUCTIONS

### **General**

Suppliers (Applicants) wishing to apply for 20C610 Preferred Supply Arrangement – Safety Barrier with the Department for Infrastructure and Transport (the Department) **must** fill out this Application Form and attach the information requested.

- Complete the Application Form and save as a .docx or .pdf file (without these instructions).
- Save the attachments as .pdf files. Where the files are small, they should be combined so that an absolute maximum of 10 files in total are submitted. Strictly follow the numbering system in this form when preparing the attachments.

Further guidance on applying for membership can be found in the Application Guidelines: 20C610 Preferred Supply Arrangement - Safety Barrier.

The submission of an Application is deemed agreement by the Applicant to the terms and conditions of the Guidelines.

### **Submitting the Application**

Applications must:

- a) include all documentation outlined in this Application Form, together with any other supporting technical or financial information;
- b) include file names which clearly indicate the applicable section numbers of this application that are addressed in the file; and be submitted electronically at [www.tenders.sa.gov.au](http://www.tenders.sa.gov.au)
- c) with the following subject line:

NEW APPLICATION – 20C610 Preferred Supply Arrangement – Safety Barrier

**Do not** submit a hard copy.

**Do not** submit information not specifically requested in this Application.

Enquiries may be directed to contacts on front page of this Application Form.

### **Publication of Details**

Once accepted in the PSASB, the contact details provided in this Application Form will be published on the following internet site:

[https://dit.sa.gov.au/contractor\\_documents/prequalification](https://dit.sa.gov.au/contractor_documents/prequalification).

It is the Applicant's responsibility to ensure that the contact details provided are up to date.

## MANDATORY CRITERIA

As specified in the Guidelines, the Mandatory Criteria and Non Price Criteria for assessment for membership to the PSACB are as follows:

Table 1 – Mandatory Criteria

Mandatory Criteria	
Certificate of Currency for Workers Compensation Insurance Certificate (RTWSA)  (Refer to Schedule 2)	Acceptable/Not Acceptable
Industry Advocate Statement of Intent  (Refer to Schedule 3)	Acceptable/Not Acceptable
SA Building Work Contractor's Licence(s) to perform works in accordance with the requirements of Consumer and Business Services SA. The license category endorsement of ' <i>Civil Construction</i> ' or ' <i>Any Building Work</i> ' or ' <i>Metal Fabricated Production Installation</i> ', has been deemed the minimum requirement  (Refer to Schedule 4)	Acceptable/Not Acceptable
Australian Government National Building Code 2016 Declaration of Compliance for any works containing Federal Government funding Streams  (Refer to Schedule 5)	Acceptable/Not Acceptable
Provision of company signed acceptance of the PSASB contract and related Application documents  (Refer to Schedules 1 and 6)	Acceptable/Not Acceptable
Satisfactory financial assessment  (The Department will arrange for a financial assessment to be undertaken via a third party provider during the Application evaluation process)	Acceptable/Not Acceptable

Table 2 – Non Price Criteria assessment for qualification to the PSASB.

Description	Assessed
<p>Demonstrated commercial compliance and technical capability including examples of safety barrier installations for Government Authorities within the last 12 months including:</p> <ul style="list-style-type: none"> <li>• Steel beam</li> <li>• Box beam</li> <li>• Wire rope</li> <li>• Bridge barrier</li> </ul> <p>(Refer to Schedule 7)</p>	<p>Satisfactory/ Unsatisfactory</p>
<p>Experience of company personnel including specific details of completed safety barrier works within the last 12 months</p> <p>(Refer to Schedule 8)</p>	<p>Satisfactory/ Unsatisfactory</p>
<p>Details of Plant and Equipment to be used on work orders</p> <p>(Refer to Schedule 9)</p>	<p>Satisfactory/ Unsatisfactory</p>
<p>Supply of Management Plans demonstrating compliance to DIT Master Specifications for the following:</p> <ul style="list-style-type: none"> <li>• Quality</li> <li>• Safety</li> <li>• Environmental</li> <li>• Covid 19</li> </ul> <p>(Refer to Schedule 10)</p>	<p>Satisfactory/ Unsatisfactory</p>

## SCHEDULE CHECKLIST FOR APPLICATION

For each item below, please tick the box to indicate that the Schedule has been:

1. completed; and
2. included with your returned Application.

Schedule No.	Schedule	Included
1	Applicant Information	<input type="checkbox"/>
2	Insurances - Certificate of Currency for RTWSA	<input type="checkbox"/>
3	Statement of Intent for Industry Participation Plan (SAIPP)	<input type="checkbox"/>
4	SA Building Work Contractor's Licence(s)	<input type="checkbox"/>
5	Australian Government National Building Code 2016 Declaration of Compliance	<input type="checkbox"/>
6	GC21 Terms and Conditions and Master Specification Compliance	<input type="checkbox"/>
7	Company Experience	<input type="checkbox"/>
8	Company Personnel	<input type="checkbox"/>
9	Plant & Equipment	<input type="checkbox"/>
10	Management Plans	<input type="checkbox"/>

# APPLICATION FORM

## Schedule 1. Applicant Information

Trading Name	
Registered Name	
ACN	
ABN	
Address of registered office	
Place of business in South Australia (if relevant)	
Type of entity (e.g. company, trust, partnership, sole trader, other)	
Key Personnel (e.g. directors, chief executive officer, principal of business etc.)	
Telephone	
Website	

## Contact Details

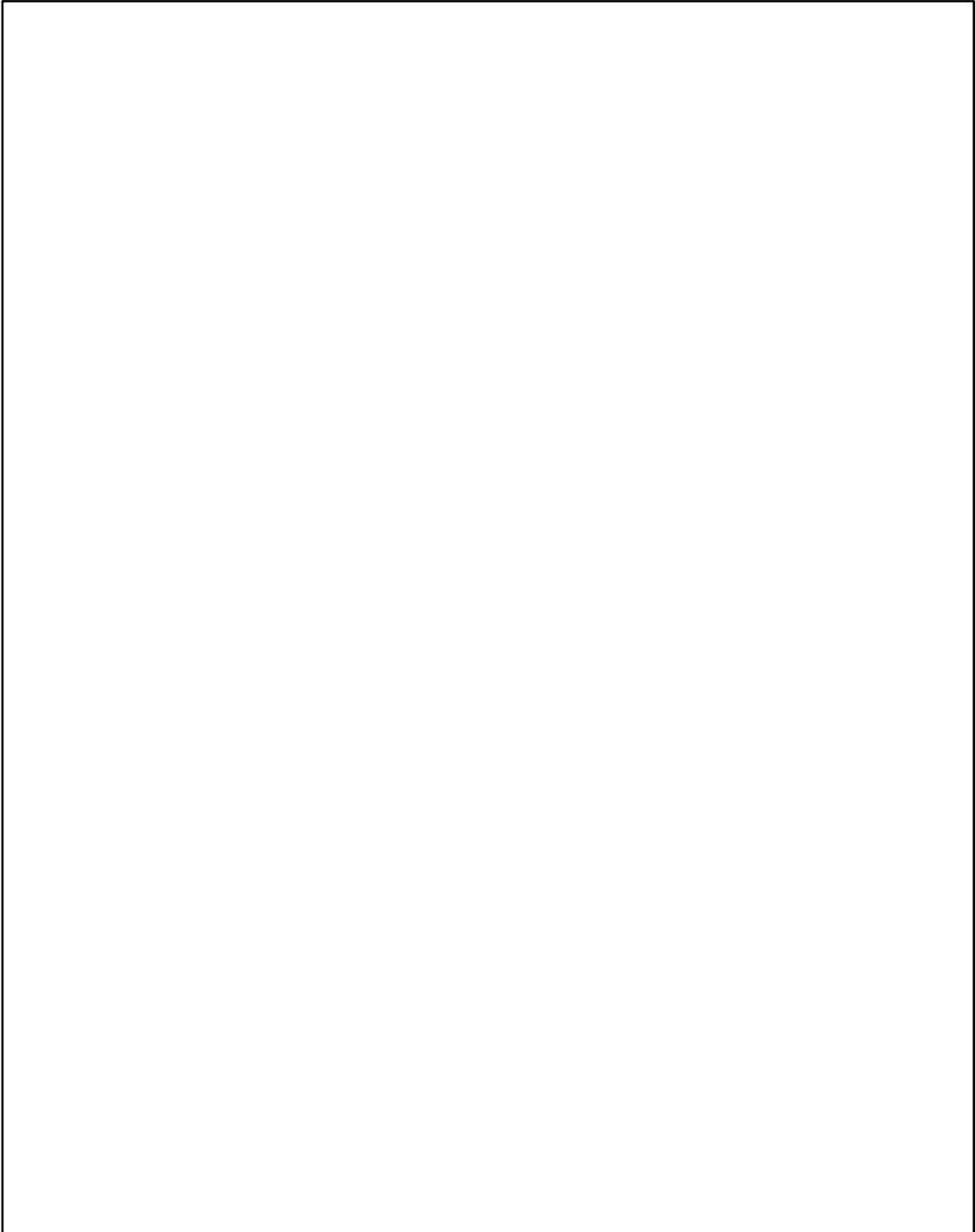
Contact Person	
Position	
Address	
Postal address	
E-mail	
Telephone	

## Conflict Of Interest

You must provide details of any actual or perceived interests, relationships or clients which may cause a conflict of interest or potential conflict of interest, and actions to prevent or manage the conflicts of interest.

## Schedule 2: Insurance-Certificate of Currency for Return to WorkSA

Applicants must attach to this Schedule a Certificate of Currency or Registration evidencing that the Applicant holds workers compensation insurance with Return to Work SA.



**Schedule 3: Statement of Intent for Industry Participation Plan  
(SAIPP)**

## STATEMENT OF INTENT

DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610  
– Preferred Supply Arrangement – Safety Barrier

This statement of intent is specifically designed for DIT – 20C610 Preferred Supply Arrangement – Safety Barrier

Guiding documents including the South Australian Industry Participation Policy and Procedural Guidelines are available at <http://www.saipp.sa.gov.au>.

The Industry Advocate, under the functions of the Industry Advocate Act 2017 has the discretion to review and assist in the negotiations for Industry Participation Plans to ensure that they comply with the SAIPP prior to the finalisation of contract conditions.

If you need assistance please contact the Office of the Industry Advocate on (08) 8226 8956 or email: [uia@sa.gov.au](mailto:uia@sa.gov.au)

INDUSTRY ADVOCATE APPROVAL



DATE 17 December 2020

**Please note: This document is invalid without the Industry Advocate's signature**

## GENERAL ADMINISTRATION

Business Name	<input type="text"/>	Project Manager	<input type="text"/>
Telephone	<input type="text"/>	Email	<input type="text"/>
Are you an Aboriginal owned business?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will you engage Aboriginal-owned businesses in the delivery of this contract?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Declaration</b> As a duly authorised officer of the Business, I am familiar with the South Australian Industry Participation Policy, <i>Industry Advocate Act 2017</i> and the business's responsibilities under this policy. By signing this I also declare that all information contained in this Statement of Intent is true and accurate to the best of my knowledge.			
Signature:	<input type="text"/>	Date:	<input type="text"/>
Name (print):	<input type="text"/>	Position:	<input type="text"/>
<b>NOTE: Your Business is expected to complete a Tailored Industry Participation Plan if successfully down selected.</b>			

## BACKGROUND:

The South Australian Industry Participation Policy (SAIPP) establishes the framework by which obligations to provide opportunities for capable South Australian enterprises are given full, fair and reasonable opportunity to tender and/or participate in a government contracts.

It is important to note the *Industry Advocate Act 2017* provides the Industry Advocate authority to review and assist in the negotiations for Industry Participation Plans to ensure they comply with the SAIPP prior to the finalisation of contract conditions.

The SAIPP acknowledges the direct influence design and specifications can have on industry participation outcomes and economic contribution to the State.

The Industry Advocate supports the Government's long-term objective of building resilience into the supply chains of Government contracts. Of course, resilience in supply chains can be

## STATEMENT OF INTENT

### DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610 – Preferred Supply Arrangement – Safety Barrier

achieved in many ways from diversifying the supplier base to utilising innovation and technology to improve productivity.

The Aboriginal economic participation section of the SAIPP aims to increase the level of Aboriginal engagement and participation through employment and economic opportunities arising out of Government's expenditure.

Industry Participation Plans (IP Plans) are used to measure the economic contribution to the State or region through three key indicators labour, supply inputs and capital associated with the contract.

#### OBJECTIVE:

The Statement of Intent (Sol) forms part of the industry participation process and the information provided will be used to benchmark a SAIPP, submitted at Stage 2. Please note a Contractor must implement a Tailored Industry Participation Plan – Stage 3 if there is to be a Design and Construct or Managed Services contract.

- SAIPP – Stage 1 (Sol – Stage 1) followed by;
- SAIPP – Stage 2 (SAIPP – Stage 2) (review and negotiation with the Industry Advocate)

The terms contained within this Document are intended to form the basis for commitments prior to the finalisation of the Plan (*herein Industry Participation Plans will be referenced as an Industry Participation Plan by shortlisted businesses.*

The Industry Advocate, under the functions of the *Industry Advocate Act 2017* has the discretion to review and assist in the negotiations for Industry Participation Plans to ensure that they comply with the SAIPP prior to the finalisation of contract conditions.

#### Table of SAIPP Activities:

Activity	SAIPP Requirement	Timeline
(DIT) – PSA Applications	<ul style="list-style-type: none"> <li>• Statement of Intent – Stage 1 is submitted by interested parties</li> </ul>	Application closing date
(DIT) – Request for Tender (RFT)	<ul style="list-style-type: none"> <li>• Standard IPP is evaluated along with Agency requirements at the secondary procurement stage</li> </ul>	Secondary Procurements

## STATEMENT OF INTENT

DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610  
– Preferred Supply Arrangement – Safety Barrier

## SECTION A: LABOUR AND SOURCING FROM SA

The purpose of this section is to measure the potential economic benefit to the State through the use of labour and supply inputs (e.g. finished products, supplies, raw materials and work packages) sourced from within South Australia.

The Participant will be asked in the future Industry Participation Plan to demonstrate how you will engage with South Australian enterprises through the delivery of the contract.

The following questions establish your intentions through the delivery of this contract:

**A1. Will the project design have consideration of local and regional content or contribution in the delivery phase?**  Yes  No

**A2. Will individual services and supply packages be designed to a size, scale and risk profile to support and maximise the involvement of local and regional small-to-medium sized businesses as subcontracting partners?**  Yes  No

**A3. Will the Participant actively promote opportunities to local and regionally based businesses for labour supply, goods supply or the provision of professional services?**  Yes  No

**A4. Will the local content commitments made apply through all tiers of the Participant's supplier and subcontractor engagements?**  Yes  No

**A5. Will the Participant be creating new jobs or retaining positions in South Australia over the life of the contract?**  Yes  No

## STATEMENT OF INTENT

DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610  
– Preferred Supply Arrangement – Safety Barrier

## SECTION B: INVESTMENT IN SOUTH AUSTRALIA

Capital expenditure and other associated investment can provide a significant and long-term stimulus to the South Australian economy, unlocking or increasing the capacity or capability of local enterprises to deliver more services to and from South Australia.

The Participant will be asked in the future Industry Participation Plan to estimate the investments located or to be located permanently in the State or regional South Australia to deliver the contract and assess how such investment provides a tangible benefit to the sector and the State.

The Participant may also be asked if the investment in research and development associated with this contract will lead to a new product or service to South Australia or Australia.

The following questions establish your intentions through the delivery of this contract:

- B1. Will the Participant (or does the Participant currently have) investment/s in plant and equipment permanently located in South Australia?**  Yes  No
- B2. Will the Participant (or does the Participant currently have) investment/s in plant and equipment permanently located in regional South Australia?**  Yes  No
- B3. Will the Participant (or does the Participant currently have) an office, warehousing or other facilities permanently located in South Australia?**  Yes  No
- B4. Will the Participant (or does the Participant currently have) have a program for the training and skills development of South Australian employees either direct or indirectly employed?**  Yes  No

## STATEMENT OF INTENT

DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610  
– Preferred Supply Arrangement – Safety Barrier

## SECTION C: ABORIGINAL ECONOMIC PARTICIPATION AND EMPLOYMENT

The SAIPP incorporates Aboriginal economic participation objectives with the aim to improve the level of Aboriginal people's participation in, and benefit from, employment and economic opportunities arising out of Government's expenditure.

The Participant will be asked in the future Industry Participation Plan to estimate, promote and demonstrate how they will involve and engage local South Australian Aboriginal businesses in the delivery of this contract.

The following questions establish your intentions through the delivery of this contract:

- C1. Will the Participant seek to include South Australian Aboriginal businesses in the supply chain of this project?**  Yes  No
- C2. Has the Participant successfully engaged with South Australian Aboriginal businesses in the supply chain of previous contracts/projects?**  Yes  No
- C3. Will the Participant developed strategies for the retention and skill development of an Aboriginal workforce during delivery of this contract?**  Yes  No
- C4. Will the Participant engage with Traditional Owner Groups to provide employment opportunities for local Aboriginal people in the delivery of regional projects?**  Yes  No
- C5. Does the Participant have an Aboriginal Reconciliation Action Plan and/ or a history of culturally respectful project delivery?**  Yes  No

## STATEMENT OF INTENT

### DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610 – Preferred Supply Arrangement – Safety Barrier

---

#### SECTION D: APPRENTICESHIPS, TRAINEES AND GRADUATES - STATEWIDE

The South Australian Government is committed to the creation of an extra 20,800 apprenticeships and traineeships by 2022. This objective is part of the Skilling South Australia initiative which is now reflected in the State's Industry Participation Plan requirements.

The contract can provide further opportunities for a contractor to support new, or the continuation of, existing traineeships, apprenticeships and cadetships, or graduate recruitment/employment programs (above the mandated minimum requirements).

The Participant will be asked in the future d Industry Participation Plan to detail proposed engagement and support of trainees, apprentices and/or cadets (either directly or through Group Training Organisation Schemes (GTOs)).

The following questions establish your intentions through the delivery of this contract:

**D1. Will the Participant (or does the Participant currently have) trainees or apprentices located in South Australia?**  Yes  No

**D2. Will the Participant (or does the Participant currently have) trainees or apprentices located in regional South Australia?**  Yes  No

**D3. Will the Participant encourage capacity partners and sub-contractors to strongly consider the engagement of trainees and apprenticeships?**  Yes  No

**D4. Will the Participant consider cadets to be utilised in the project deliver?**  Yes  No

## STATEMENT OF INTENT

### DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610 – Preferred Supply Arrangement – Safety Barrier

---

#### SECTION E: LABOUR AND SOURCING FROM REGIONAL SA

The purpose of this section is to measure the potential economic benefit to the State through the use of labour and supply inputs (e.g. finished products, supplies, raw materials and work packages) sourced from within regional South Australia.

If the project is to have a regional focus the Participant will be asked in the future Tailored Industry Participation Plan to demonstrate how you will engage with regional South Australian enterprises through the delivery of the contract

The following questions establish your intentions through the delivery of this contract:

E1. Will the project design have consideration of regional content or contribution in the delivery of the contract/s?  Yes  No

E2. Will individual services and supply packages be designed to a size, scale and risk profile to support and maximise the involvement of regional small-to-medium sized businesses as subcontracting partners?  Yes  No

E3. Will the Participant actively promote opportunities to regionally based businesses for labour supply, goods supply or the provision of professional services?  Yes  No

E4. Will the local content commitments made apply through all tiers of the Participant's supplier and subcontractor engagements including regionally based businesses?  Yes  No

E5. Will the Participant be creating new jobs or retaining positions in regional South Australia over the life of the contract?  Yes  No

## STATEMENT OF INTENT

### DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT – CONTRACT NO.20C610 – Preferred Supply Arrangement – Safety Barrier

#### SECTION F: SKILLS AND KNOWLEDGE TRANSFER

The Participant will be asked in the future Tailored Industry Participation Plan to demonstrate how skills and knowledge transfer to South Australian employees and sub-contractors will be achieved.

The following questions establish your intentions through the delivery of this contract:

- F1. Will the Participant have a program of knowledge transfer to ensure capabilities and capacity South Australian sub-contractors and suppliers' is developed and retained to enhance their prospects for future opportunities?**  Yes  No
- F2. Will the Participant have a skills transfer program to ensure South Australian employees (direct and indirect) build their capabilities and capacity to enhance their career opportunities?**  Yes  No
- F3. Will there be a mechanism to create new roles and to increase employment opportunities for South Australian residents?**  Yes  No

## Schedule 4: SA Building Work Contractor's Licence(s)

Applicants must attach evidence demonstrating that the Applicant holds the required SA Builder's Licence issued by Consumer and Business Services SA [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au) (refer to the Guidelines and Mandatory Criteria for further information).

*You can create an application for a SA Building Work Contractor's licence at the link below:*

<https://www.sa.gov.au/topics/business-and-trade/licensing/building-and-trades/building-work-contractor-s-licence>

*Should you have any questions relating to the application process, please do not hesitate to contact Occupational licensing on 131 882 (Option 4) or via email [occupational@sa.gov.au](mailto:occupational@sa.gov.au)*

## Schedule 5: Australian Government National Building Code 2016 Declaration of Compliance

### *Code for the Tendering and Performance of Building Work 2016*

#### 5.1 Building Code

i. In these clauses:

<b>ABCC</b>	means the body referred to in subsection 29(2) of the Act.
<b>Act</b>	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
<b>Building Code</b>	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at <a href="https://www.legislation.gov.au/Details/F2017C00668">https://www.legislation.gov.au/Details/F2017C00668</a> .
<b>Building Work</b>	has the same meaning as in subsection 3(4) of the Building Code.
<b>Commonwealth Funded Building Work</b>	means Building Work in items 1-8 of Schedule 1 of the Building Code.
<b>Enterprise Agreement</b>	has the same meaning as in the <i>Fair Work Act 2009</i> .
<b>Exclusion Sanction</b>	has the same meaning as in subsection 3(3) of the Building Code.
<b>Related Entity</b>	has the same meaning as in subsection 3(2) of the Building Code.
<b>Works</b>	means Commonwealth Funded Building Work that is the subject of this Request for Tender.

ii. The Building Code applies to the Works.

iii. You must comply with the Building Code and meet the eligibility requirements set out in section 23 of the Building Code at the time of your Application.

iv. As part of your Application, you must submit:

1. a signed "Declaration of Compliance" which is attached to this Application; and
2. the further information outlined in Attachment A to the "Declaration of Compliance".

v. You will only enter into a subcontract in relation to the Works if:

1. you and your Related Entities are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
2. you are not subject to an Exclusion Sanction or excluded from undertaking work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner;
3. you will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.

- vi. The Principal will exclude Applicants from further consideration if at any time before a contract is executed in relation to the Works the applicant considers that they do not comply with the requirements in clause 4.1 (v).

Applicants can find further information about the Building Code 2016 at [www.abcc.gov.au](http://www.abcc.gov.au).

Further information about Workplace Relations Management Plans can also be found at <https://www.abcc.gov.au/building-code/contractors/tendering/workplace-relations-management-plans-wrmp>

## Building Code 2016 - Declaration of Compliance

Applicants must:

1. Complete and return the Building Code 2016 Declaration of Compliance; and
2. Attach to this Schedule 5 evidence demonstrating compliance by providing an ABCC Self-Assessment A form, ABCC Letter of compliance or alternate forms as accepted by ABCC, refer link below.

<https://www.abcc.gov.au/building-code/contractors/eligibility-tender>

20C610 - PSASB

Name of Applicant:	
ABN:	
ACN:	

1.1.1 In this Declaration of Compliance:

<b>ABCC</b>	means the body referred to in subsection 29(2) of the Act.
<b>ABC Commissioner</b>	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
<b>Act</b>	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
<b>Building Code</b>	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at <a href="https://www.legislation.gov.au/Details/F2017C00668">https://www.legislation.gov.au/Details/F2017C00668</a> .
<b>Building Contractor</b>	has the same meaning as in the Act.
<b>Building Industry Participant</b>	has the same meaning as in the Act.
<b>Building Work</b>	has the same meaning as in subsection 3(4) of the Building Code.
<b>Commonwealth Funded Building Work</b>	means Building Work in items 1-8 of Schedule 1 of the Building Code.
<b>Enterprise Agreement</b>	has the same meaning as in the <i>Fair Work Act 2009</i> .
<b>Exclusion Sanction</b>	has the same meaning as in subsection 3(3) of the Building Code.
<b>Related Entity</b>	has the same meaning as in subsection 3(2) of the Building Code.
<b>Sub-subcontractor</b>	means a Building Contractor or Building Industry Participant who the Subcontractor has entered, or proposes to enter, into a sub-subcontract with to undertake any of the Works.
<b>Works</b>	means the Commonwealth Funded Building Work that is proposed to be the subject of a contract with the successful Applicant.

- 1.1.2. The Applicant acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Applicant, in relation to the Works.
- 1.1.3. The Applicant undertakes to ensure that it and its subcontractors, should it be the successful Applicant, comply with the Building Code.
- 1.1.4. The Applicant acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and undertakes to ensure that it and its Sub-subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- 1.1.5. The Applicant declares that where it proposes to subcontract any of the Works, should it be the successful Applicant, it will:
- a. not enter into a subcontract with a subcontractor who:
    - i. is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
    - ii. is subject to an Exclusion Sanction; or
    - iii. unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a state or territory government; and
  - b. only enter into a subcontract where:
    - i. the subcontractor undertakes to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
    - ii. the subcontractor undertakes to comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works;
    - iii. the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
    - iv. the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (located in Part 5 in the document titled Model Clauses Type B, available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))).
- 1.1.6. The Applicant declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.
- 1.1.7. The Applicant declares that:
- a. it, and its Related Entities, are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code (Applicant must complete Section Two of Attachment A);
  - b. it is not subject to an Exclusion Sanction;

- c. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should it be the successful Tenderer; and
- d. it will comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works, should it be the successful Tenderer.

*(Applicants to insert additional sheets for response as necessary)*

By: .....	.....
(Signature)	(Printed Name)
.....	.....
(Date)	(Company Name)
.....	.....
(Witness Signature)	(Witness Printed Name)
.....	.....
(Date)	(Company Name)

## ATTACHMENT A – INFORMATION REGARDING COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK 2016

Item	Requirement	Compliance
1	Does the Applicant, or its Related Entities, have an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code?	<p>[Yes/No]</p> <hr/> <p>Details: complete Section Two of this Attachment A and attach the required evidence according to the Applicant's situation. Refer to the ABCC's 'eligibility to tender' webpage at <a href="http://www.abcc.gov.au/buildingcode/eligibility-tender">http://www.abcc.gov.au/buildingcode/eligibility-tender</a> for further information.</p>
2	Is the Applicant excluded from performing Building Work funded by a state or territory government? If so, the Principal reserves the right to exclude the Applicant from further consideration.	<p>[Yes/No]</p> <hr/> <p>Details:</p>
3	Has the Applicant within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the <i>Migration Act 1958</i> ?	<p>[Yes/No]</p> <hr/> <p>Details:</p>
4	Has the Applicant or its Related Entities within the preceding 3 years been required to pay any amount under an	[Yes/No]

	adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?	Details:
5	Has the Applicant or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?	[Yes/No]  Details:

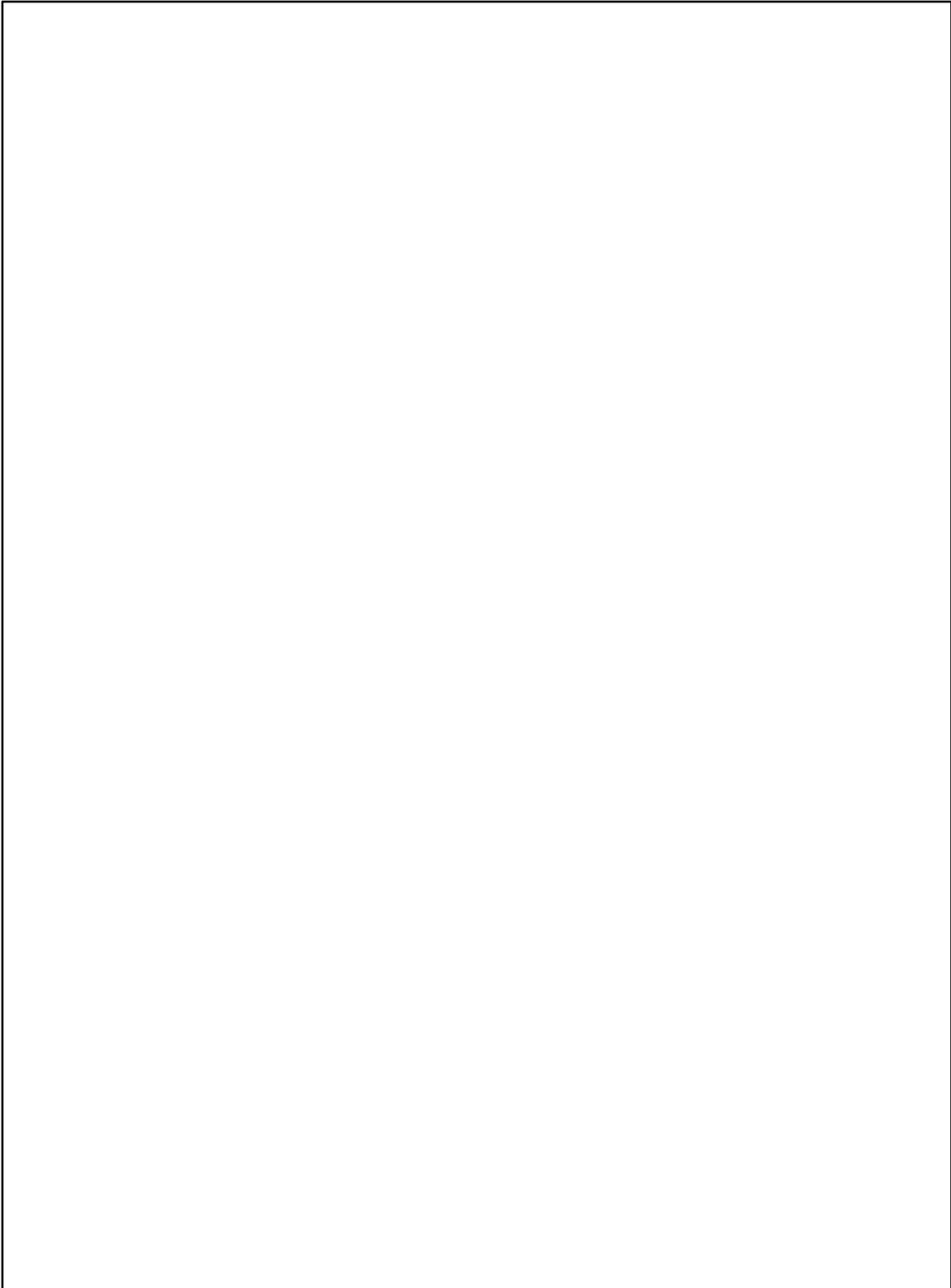


## Schedule 7: Company Experience

Applicants must demonstrate commercial compliance and technical capability including examples of safety barrier installations for Government Authorities within the last 12 months including:

- Steel beam
- Box beam
- Wire rope
- Bridge barrier

*(Applicants to insert additional sheets for response as necessary)*

A large, empty rectangular box with a thin black border, intended for applicants to provide their response to the questions listed above. The box occupies most of the page's vertical space.

## Schedule 8: Company Personnel

Applicants must demonstrate experience of company personnel including specific details of completed safety barrier works within the last 12 months.

*(Applicants to insert additional sheets for response as necessary)*

A large, empty rectangular box with a thin black border, intended for applicants to provide their response to the question regarding company personnel experience.

## Schedule 9: Plant & Equipment

Applicants must provide details of Plant and Equipment to be used for Works.

*(Applicants to insert additional sheets for response as necessary)*

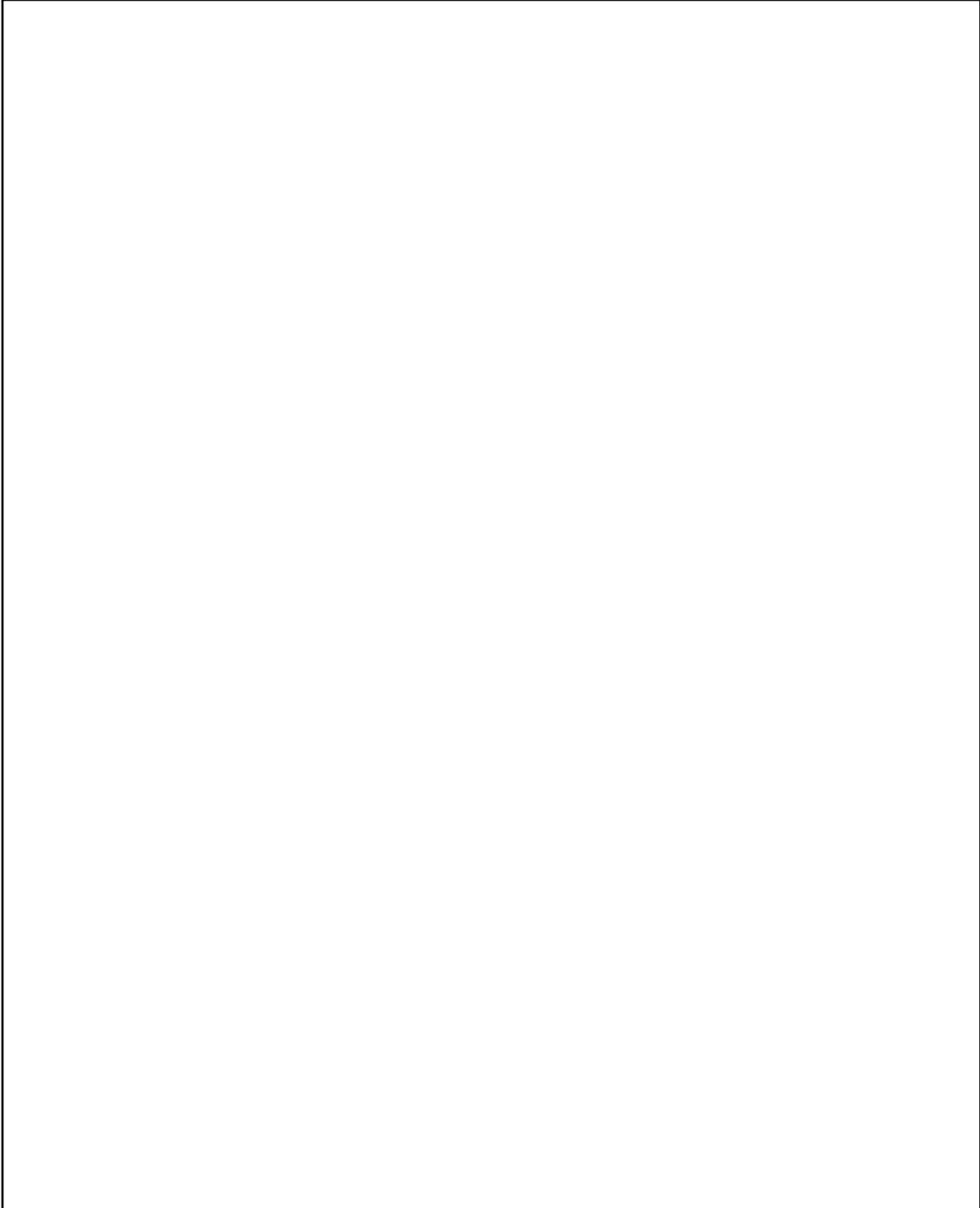
A large, empty rectangular box with a thin black border, intended for applicants to provide details of plant and equipment. The box is currently blank.

## Schedule 10: Management Plans

Applicants must attach to Schedule 10 Management Plans demonstrating compliance to DIT Master Specifications for the following:

- Quality
- Safety
- Environmental
- Covid 19

*(Applicants to insert additional sheets for response as necessary)*



## ATTACHMENT 1 – GC21 TERMS AND CONDITIONS

*GC21 Terms and Conditions* (current version) available at:

1. [https://www.dit.sa.gov.au/contractor\\_documents/dpti\\_general\\_conditions\\_of\\_contract](https://www.dit.sa.gov.au/contractor_documents/dpti_general_conditions_of_contract); (not including the blank Contract Information); and
2. The Contract Information set out immediately below.\*

\*noting that any Preferred Supply Arrangement work package awarded will have a tailored Contract Information.

# Contract Information

## Contract

### Item

#### 1 Contract name

The Contract name is: Refer to Item 1 of Schedule 1 Annexure of the Work Order Offer

The Contract number is: Refer to Item 1 of Schedule 1 Annexure of the Work Order Offer

#### 2 Site

*Defined in clause 79*

The Site is: Refer to Item 2 of Schedule 1 Annexure of the Work Order Offer

#### 3 Description of the Works

*Mentioned in clause 8*

The Works are: Refer to Item 3 of Schedule 1 Annexure of the Work Order Offer

## Principal's details

#### 4 Principal

*Defined in clause 79*

The Principal is: The Commissioner of Highways, a body corporate established pursuant to the Highways Act 1926 (SA) of Level 9, 83 Pirie Street, Adelaide SA 5000. ABN: 45 751 448 902

#### 5 Principal's Authorised Person

*Mentioned in clause 2*

The *Principal's Authorised Person* is: Director, Contract Management

#### 6 Notices to the Principal

*Mentioned in clause 11*

Notices must go to the *Principal's Authorised Person* named above, at the address or number shown here.

Office (for delivery by hand) address: Level 8, 83 Pirie Street, Adelaide SA 5000

Postal (for delivery by post) address: GPO Box 1533, Adelaide, SA 5001

Facsimile number: Not applicable

e-mail address: [cameron.billinghurst@sa.gov.au](mailto:cameron.billinghurst@sa.gov.au)

#### 7 Principal's Senior executive

*Mentioned in clauses 69 & 70*

The Principal's senior executive is: Executive Director, Commercial and Contract Management

Office  
(for delivery by hand) address: Level 8, 83 Pirie Street, Adelaide SA 5000

Postal  
(for delivery by post) address: GPO Box 1533, Adelaide, SA 5001

Facsimile number: Not Applicable

e-mail address: [brian.roche@sa.gov.au](mailto:brian.roche@sa.gov.au)

## Contractor's details

### 8 Contractor

The Contractor is: Refer to the Tender Form of the Work Order Offer

### 9 Contractor's Authorised Person

The *Contractor's Authorised Person* is: Refer to Item 9 of Schedule 1 Annexure of the Work Order Offer

*Mentioned in clause 2*

### 10 Notices to the Contractor

Notices must go to the *Contractor's Authorised Person* named above, at the address or number shown here.

*Mentioned in clause 11*

Office  
(for delivery by hand) address: Refer to the Tender Form of the Work Order Offer

Postal  
(for delivery by post) address: Refer to the Tender Form of the Work Order Offer

Facsimile number: Not applicable

e-mail address: Refer to the Tender Form of the Work Order Offer

### 11 Contractor's senior executive

*Mentioned in clause 70*

The Contractor's senior executive is: Refer to Item 11 of Schedule 1 Annexure of the Work Order Offer

Office  
(for delivery by hand) address: Refer to Item 11 of Schedule 1 Annexure of the Work Order Offer

Postal  
(for delivery by post) address: Refer to Item 11 of Schedule 1 Annexure of the Work Order Offer

Facsimile number: Not applicable

e-mail address: Refer to Item 11 of Schedule 1 Annexure of the Work Order Offer

## Dates and times

### 12 Date of Contract

*Defined in clause 79*

The Date of Contract is:

Date of the Letter of Award

### 13 Times for Site access and Completion

*Site access: Mentioned in clause 34*

*Contractual Completion Date and Completion: Mentioned in clause 65*

Time periods for Site access and for calculating *Contractual Completion Dates* are as shown.

Description	Time Period for giving Site access	Time Period for Completion
-------------	------------------------------------	----------------------------

The whole of the Works:

Refer to Item 13 of Schedule 1 Annexure of the Work Order Offer

## Statutory and Government requirements

### 14 Fees, charges and approvals

*Mentioned in clause 12*

Approvals that have been obtained or will be obtained, and fees and charges that have been paid or will be paid, by the Principal are:

Refer to Item 14 of Schedule 1 Annexure of the Work Order Offer

### 15 Compliance with SA Government guidelines

#### A - Work Health and Safety (WHS)

*Mentioned in clause 16*

Work Health and Safety Management Systems and Auditing Guidelines

Is the Contractor required to implement a Corporate WHS safety management system acceptable to the Principal? (Yes/No)

Yes

Is the Contractor required to submit a WHS Management Plan in accordance with the WHS Regulations 2012 (SA) (Yes/No)

Yes

If required, the WHS Management Plan must be provided:

Not less than 28 days before starting work on the Site

#### C - Quality Management

*Mentioned in clause 16*

Is the Contractor required to implement a certified Quality Management System? (Yes/No)

Yes

Is the Contractor required to submit a Quality Management Plan? (Yes/No)

Yes

If required, the Quality Management Plan must be provided:	Not less than 28 days before starting work on the Site
--	--

**D - Environmental Management**

*Mentioned in clause 15*

Environmental Management systems Guidelines

Is the Contractor required to implement an accredited Environmental Management System? (Yes/No)	Yes
Is the Contractor required to submit an Environmental Management Plan? (Yes/No)	Yes
If required, the Environmental Management Plan must be provided:	Not less than 28 days before starting work on the Site

**E - Industry Participation Plan**

*Mentioned in clause 15*

Is the Contractor required to implement an Industry Participation Plan? (Yes/No)	Yes
--	-----

**16 Requirements for Commonwealth Funded projects**

**Australian Government Building and Construction OHS Accreditation Scheme**

*Mentioned in clause 18*

Is the Contractor required to maintain accreditation under the Australian Government Building and Construction OHS Accreditation Scheme?	No
--	----

**17 Principal contractor**

*Mentioned in clause 17*

Is the Contractor appointed as principal contractor? (Yes/No)	Yes
---	-----

**18 Working hours and working days**

*Mentioned in clause 19*

Working hours and working days are:	to comply with <i>Statutory Requirements</i> and the following agreed working hours and working days: Refer to Schedule 20 of the Work Order Offer
-------------------------------------	---

## Liability

### 19 Not Used

### 20 Proportionate liability

*Mentioned in clause 26.12*

Is proportionate liability excluded from the Contract? (Yes/No)

Yes

## Insurance

### 21 Works Insurance

*Mentioned in clauses 27.1 & 27.2*

The party responsible for effecting Works insurance is:

The *Principal*, refer to Schedule 10 – Principal Arranged Insurances

Minimum cover is:

The *Contract Price*

Period of cover is:

As set out in Schedule 10 – Principal Arranged Insurances

### 22 Public liability insurance

*Mentioned in clauses 27.1 & 27.2*

The party responsible for effecting public liability insurance is:

The *Principal*, refer to Schedule 10 – Principal Arranged Insurances

Minimum cover is:

\$20,000,000 per occurrence (and in the aggregate for Products Liability in any one policy period)

Period of cover is:

As set out in Schedule 10 – Principal Arranged Insurances

### 23 Workers compensation insurance

*Mentioned in clause 27.3*

Minimum cover is:

As required by law.

Period of cover is:

As required by law.

### 24 Professional indemnity insurance

*Mentioned in clause 27.3.2*

Is a professional indemnity insurance policy to be held by the Contractor? (Yes/No)

No

Minimum cover is:

Not applicable

Period of cover is:

Not applicable

### 25 Marine liability insurance

*Mentioned in clause 27.3.3*

Minimum cover is:

Not applicable

Period of cover is:

Not applicable

## Contract Documents

### 26 Other Contract Documents

*Mentioned in clause 7.1.5*

Other *Contract Documents* (not listed in clause 7) are:

Work Order – comprising Work Order Request sent by the Principal to the Contract, and Work Order Offer sent by the Contractor to the Principal  
Letter of Award

## Principal's Documents

### 27 Copies of Principal's Documents

*Mentioned in clause 7.4*

The number of copies of the *Principal's Documents* to be provided to the Contractor is:

1 electronic copy

## Contractor's Documents

### 28 Copies of Contractor's Documents

*Mentioned in clause 40.1*

The number of copies of the *Contractor's Documents* to be provided to the Principal is:

1 electronic copy

## Subcontract work

### 29 Inclusion of consistent requirements in Subcontracts

*Mentioned in clause 28.4*

The Subcontract value requiring inclusion of the provisions set out in Schedule 9 (Subcontract requirements) is:

\$200,000.00

### 30 Payment period for Subcontracts

*Mentioned in clause 28.4.2*

The maximum period before payment, is:

30 days

### 31 Preferred Subcontractors

*Mentioned in clause 29.3*

The *Preferred Subcontractors* referred to in clause 29 are:

Class of work	Subcontractors
Not applicable	

### 32 Subcontractor's Warranty

*Mentioned in clause 30.1*

Trades or areas of work requiring a Subcontractor's warranty are:

Not applicable

## Undertakings

### 33 Completion Undertaking

*Mentioned in clause 33.1*

The amount of the *Completion Undertaking* is: Refer to Item 33 of Schedule 1 Annexure of the Work Order Offer

### 34 Post-Completion Undertaking

*Mentioned in clause 33.1*

The Amount of *Post-Completion Undertaking* is: Refer to Item 34 of Schedule 1 Annexure of the Work Order Offer

### 35 Return of Post-Completion Undertaking

*Mentioned in clause 33.2.2*

The period at the end of which the *Post-Completion Undertaking* must be returned is: Refer to Item 35 of Schedule 1 Annexure of the Work Order Offer

## Site information

### 36 Site information

*Mentioned in clause 36*

*Information contained in the documents identified in Contract Information items 36A and 36B does not form part of the Contract.*

#### A - Documents not guaranteed for completeness

Documents not guaranteed for completeness are: Refer to Item 36 of Schedule 1 Annexure of the Work Order

#### B - Documents not guaranteed for accuracy, quality or completeness

Documents not guaranteed for accuracy, quality or completeness are: Refer to Item 36 of Schedule 1 Annexure of the Work Order Offer

### 37 Site Conditions

*Mentioned in clause 37.2*

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions* other than carrying out *Variations* instructed by the Principal? (Yes/No) Refer to Item 37 of Schedule 1 Annexure of the Work Order Offer

## Design and documentation

### 38 Scope of design activities

#### A - Design by the Contractor

*Mentioned in clause 39*

Must the Contractor carry out all design necessary in connection with the Works? (clause 39.1.1): Refer to Item 38 of Schedule 1 Annexure of the Work Order Offer

**B - Design by the Principal**

Must the Principal carry out all design necessary in connection with the Works? (clause 39.1.2):

Refer to Item 38 of Schedule 1 Annexure of the Work Order Offer

**C – Contractor to complete Design provided by the Principal**

Must the Contractor complete the design provided by the Principal? (clause 39.1.3):

Refer to Item 38 of Schedule 1 Annexure of the Work Order Offer

**D - National Construction Code**

*Mentioned in clauses 39 & 43*

Does the National Construction Code apply? (Yes/No)

Refer to Item 38 of Schedule 1 Annexure of the Work Order Offer

**Novation**

**39 Novation**

*Mentioned in clause 41*

Will there be a novation of the Principal’s Novated Consultant to the Contractor?

Not applicable

Name of Novated Consultant?

Principal’s Novated Consultant:  
Not applicable

**Payments**

**40 Contract Price at the Date of Contract**

*Mentioned in clauses 55.1 and 55.3*

The *Contract Price* which is inclusive of GST)at the Date of Contract is:

Refer to Tender Form of the Work Order Offer

**Basis of payment**

The basis of payment is:  
(Lump sum / *Schedule of Rates* / Lump sum with *Rate Items*)

Refer to Item 40 of Schedule 1 Annexure of the Work Order Offer

**41 Rise or fall adjustments**

*Mentioned in clause 55.2*

Are rise or fall adjustments applicable to the Contract (excluding *Daywork*)? (Yes/No)

Refer to Item 41 of Schedule 1 Annexure of the Work Order Offer

**42 Provisional Sums**

*Mentioned in clause 55.4*

*Provisional Sum* items referred to in clause 55.4 are:

Refer to Item 42 of Schedule 1 Annexure of the Work Order Offer

43 **Provisional Sum margin**

*Mentioned in clause 55.4*

The *Provisional Sum* margin (including profit and off site overheads) is :

Refer to Item 43 of Schedule 1 Annexure of the Work Order Offer

44 **Contractor's Margin**

*Mentioned in clauses 47 and 79*

The *Contractor's Margin* (including profit and off site overheads) is :

Refer to Item 44 of Schedule 1 Annexure of the Work Order Offer

45 **Amount of Prepayment**

*Mentioned in clause 57.1.1*

The amount of *Prepayment* is:

Refer to Item 45 of Schedule 1 Annexure of the Work Order Offer

46 **Payment date and method**

**A - Date for Payment Claims**

*Mentioned in clause 58.1*

The date for making the first Payment Claim is:

Refer to Item 46 of Schedule 1 Annexure of the Work Order Offer

The date in the month for making subsequent *Payment Claims* is:

Refer to Item 46 of Schedule 1 Annexure of the Work Order Offer

**B - Method of payment**

*Mentioned in clause 58.2*

*Milestones* for which payment will not be made until after they reach *Completion*:

Not applicable

47 **Completion Amount**

*Mentioned in clause 60*

The *Completion Amount* is:

Refer to Item 47 of Schedule 1 Annexure of the Work Order Offer

The *Completion Amount* is payable after:

Refer to Item 47 of Schedule 1 Annexure of the Work Order Offer

(*Completion* of the whole of the Works/*Completion* of *Milestone* »)

48 **Interest on late payments**

*Mentioned in clause 62*

The rate of interest per annum is:

The rate prescribed by the *Supreme Court Act 1935* (SA) in respect of judgment debts of the Supreme Court of South Australia

## Delay costs

### 49 Delay costs and liquidated damages

*Mentioned in clauses 34 & 51*

#### A1 - Delay costs for delay in access to the Site

The rate in item 49A1 applies only if the Principal fails to give initial access to the Site as required by clause 34. The rate does not apply where the Principal fails to give Site access for a *Milestone* by the required time, unless that *Milestone* is the first to proceed after the Contractor has established on the Site.

The rate per day for delay costs due to the Principal's failure to give the Contractor initial access to the Site in accordance with clause 34 is:

Refer to Item 49 of Schedule 1 Annexure of Work Order Offer

#### A2 - Delay costs for delay other than in access to the Site

The rate or rates in item 49A2 apply when the rate in item 49A1 is not applicable, in accordance with clause 51.

The rate per day for delay costs payable when *Completion* of the whole of the Works is delayed is:

Refer to Item 49 of Schedule 1 Annexure of Work Order Offer

The rates per day for delay costs payable when there are delays to *Completion of Milestones\** are:

Refer to Item 49 of Schedule 1 Annexure of Work Order Offer

*\*The rate for each Milestone is separate and distinct from the others.*

#### B - Liquidated damages

*Mentioned in clauses 51.8 and 51.9*

Do liquidated damages apply to this Contract? (Yes/No)

Refer to Item 49 of Schedule 1 Annexure of Work Order Offer

The rate per day for liquidated damages for the whole of the Works only applies where there are no rates specified for *Milestones* and is:

Refer to Item 49 of Schedule 1 Annexure of Work Order Offer

The rates per day for liquidated damages for *Milestones\** are:

Refer to Item 49 of Schedule 1 Annexure of Work Order Offer

*\*The rate for each Milestone is separate and distinct from the others.*

## Engagement of Valuer

### 50 Engagement of Valuer

#### A - Engagement of Valuer

*Mentioned in clause 35*

Must a Valuer be engaged? (Yes/No) No

#### B - Person to select the Valuer

*Mentioned in clause 35*

The person is: Not applicable

Telephone number: Not applicable

Facsimile number: Not applicable

#### C - Litigation Threshold

*Mentioned in clause 35*

The threshold amount for litigation following a Valuer's determination is: \$500,000.00

## Expert Determination

### 51 Time to refer Issue to Expert Determination

*Mentioned in clause 70*

The time within which either party may refer an *Issue* to *Expert Determination* is: 28 days after becoming entitled under clause 70.2

### 52 Expert Determination representative

*Mentioned in clause 71*

The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is: The Principal's senior executive shown in Contract Information item 7 until the Principal notifies otherwise

Office (for delivery by hand) address: As shown in Contract Information item 7

Postal (for delivery by post) address: As shown in Contract Information item 7

Facsimile number: As shown in Contract Information item 7

e-mail address: As shown in Contract Information item 7

**53 Person to nominate an Expert**

*Mentioned in clause 71*

The person is: President of the Resolution Institute (South Australia)

Telephone number: 1800 651 650

Facsimile number: Not applicable

**54 Threshold amount for litigation**

*Mentioned in clause 71*

The threshold amount for litigation following an *Expert's* determination is: \$500,000.00

---

**Collaborative Governance Team**

**55 Collaborative Governance Team reprehensive**

*Mentioned in clause 6.5*

Are the Principal and Contractor required to establish a Collaborative Governance Team (CGT)?  
(Yes/No) Refer to Item 55 of Schedule 1 Annexure of Work Order Offer

---

**Information Management System**

**56 Information Management System (IMS)**

*Mentioned in clause 11*

Must an electronic Information Management System be used?  
(Yes/No) Refer to Item 56 of Schedule 1 Annexure of Work Order Offer

---

**Major Infrastructure Project**

**57 Major Infrastructure Project**

*Mentioned in clause 16.22, 16.30 and 79*

Is the Project a Major Infrastructure Project?  
(Yes/No) Refer to Item 57 of Schedule 1 Annexure of Work Order Offer

## ATTACHMENT 2 – MASTER SPECIFICATION

All DIT Master Specifications are included in the links below:

Project Controls

[https://www.dit.sa.gov.au/contractor\\_documents/masterspecifications/Project\\_Controls](https://www.dit.sa.gov.au/contractor_documents/masterspecifications/Project_Controls)

Roads

[https://www.dit.sa.gov.au/contractor\\_documents/masterspecifications/Roads](https://www.dit.sa.gov.au/contractor_documents/masterspecifications/Roads)

Structures

[https://www.dit.sa.gov.au/contractor\\_documents/masterspecifications/Structures](https://www.dit.sa.gov.au/contractor_documents/masterspecifications/Structures)

## APPENDIX 2 – WORK ORDER REQUEST EXAMPLE

**TENDER SCHEDULE PREPARATION INSTRUCTIONS (DIT INTERNAL USE ONLY)**

In preparing schedules for incorporation within tender documents the following steps are to be undertaken to provide contract specific tender schedules

<b>Step No.</b>	<b>Description</b>
<b><u>1</u></b>	<b><u>Cover Page</u></b> a) Row 10 – Enter contract title. b) Row 12 – Enter contract number. c) Rows 40 to 57 – Enter titles and names of contacts, phone numbers, emails, dates etc.
<b><u>2</u></b>	<b><u>Checklist</u></b> a) Review checklist generally, adjustments to be made to account for any deleted or additional tabs. b) Update contract number in footer.
<b><u>3</u></b>	<b><u>Assessment of Tenders</u></b> a) Cells C9 and C12 - update to applicable categories. b) Update contract number in footer.
<b><u>4</u></b>	<b><u>Contract Information</u></b> a) Row 13 onwards - Enter relevant details specific to project (some examples entries are included in this template). b) Update contract number in footer.
<b><u>5</u></b>	<b><u>S16 Documents</u></b> a) Enter relevant details for each category. b) Update contract number in footer.
<b><u>6</u></b>	<b><u>S17 Master Specification</u></b> a) Review all entries (examples only in this template). b) Update contract number in footer.
<b><u>7</u></b>	<b><u>S18 Tender Form and Declaration</u></b> a) Row 6 – Update contract number and name. Note row 39 of this tab and the equivalent entry on other tabs is updated automatically based on this entry. b) Update contract number in footer.
<b><u>8</u></b>	<b><u>S16 Schedule of Rates</u></b> a) Update specific entries, e.g. Item D Drainage - enter each relevant culvert type and size, retaining an 'Other' item at the end of each section. b) Run spell check (F7). c) Update contract number in footer. d) delete site summary if not needed.
<b><u>9</u></b>	<b><u>S17 Schedule of Rates for Variations</u></b> a) Update specific entries, b) Update contract number in footer.
<b><u>10</u></b>	<b><u>Required Schedules</u></b> a) Review schedules required and delete any additional ones as necessary.
<b><u>11</u></b>	<b><u>All Other Tabs</u></b> a) Review inclusion of all remaining schedules and any specific inclusions within each of them. b) Update contract number in footer on all tabs



# Work Order Request

Contract Title

XXCXXX

	Title - Contact 1 Phone Number - Contact 1 <a href="mailto:email contact 1@sa.gov.au">email contact 1@sa.gov.au</a>
<b>ENQUIRIES</b>	If the above person is unavailable, the enquiry may be directed to:  Title - Contact 1 Phone Number - Contact 1 <a href="mailto:email contact 1@sa.gov.au">email contact 1@sa.gov.au</a>
<b>CALL DATE</b>	Day, Number Month Year
<b>CLOSING DATE</b>	<b>Offer closes at 2.00 pm on: Day, Number Month Year</b> Tenders must be submitted electr <a href="http://www.tenders.sa.gov.au">www.tenders.sa.gov.au</a>
<b>CONSTRUCTION TIMELINES</b>	Works are to begin: within <b>[Insert Number]</b> weeks from the letter of award Works to be completed by: <b>[Insert Number]</b> weeks from the letter of award

**SCHEDULE CHECKLIST FOR TENDER SUBMISSION**

For each item please tick the box to indicate that the Schedule has been completed in accordance with Conditions of Tendering Annexure A and included with your tender submission.

*The following Schedules S7A, S16 to S24 MUST be submitted in Excel format*

Schedule No.	Title	
	Contract Information	<input type="checkbox"/>
S16	Documents	<input type="checkbox"/>
S17	Master Specification	<input type="checkbox"/>
S18	Tender Form & Declaration	<input type="checkbox"/>
S19	Schedule of Rates	<input type="checkbox"/>
S20	Schedule of Rates for Variations	<input type="checkbox"/>
S21	Working Times	<input type="checkbox"/>

*The following schedules may be submitted either in Excel, Word or PDF format*

S22	Methodology	<input type="checkbox"/>
S23	Program of Work	<input type="checkbox"/>
S24	Industry Participation Plan	<input type="checkbox"/>
S25	Traffic Management Plan	<input type="checkbox"/>
S26	Work Order Detail	<input type="checkbox"/>

***Management Schedules (Post Tender Submission)***

S27	Quality Plan including all referenced procedures and methods.	
S28	Contractor's Environmental Management Plan including details of the proposed Contractor's Activity Zone.	
S29	Safety Plan	

.....  
Tenderer's signature

.....  
Date

DIT XXCXXX

OFFICIAL

**ASSESSMENT OF TENDERS**

The tender assessment process will follow the "Matrix" Methodology, as described in the Department's Tender

The evaluation criteria is as follows:

Description	Weighting %
• Approach to the task (I.e. methodology), which includes the Tenderer's understanding of all aspects of the work involved in the project and the Tenderer's ability to handle any technical problems likely to arise.	
• Ability to meet project timelines.	
• Provision of project specific Traffic Management Plan	
• South Australian Industry Participation Plan	
• Tendered Sum (based on Schedule of Rates)	
<b>Total</b>	<b>0%</b>

The above is only a summary of the evaluation process and other factors may be taken into account in the selection of

**CONTRACT INFORMATION**

NOT TO BE AMENDED - FOR DEPARTMENT USE ONLY  
EXCEPT FOR ITEMS 8, 9, 10, 11 - TENDERER TO COMPLETE

To be read in conjunction with the GC21 Terms and Conditions (April 2023 version).

<b>Item 1</b>	<b>Contract Name</b> The Contract name is: The Contract number is:	Insert Insert
<b>Item 2</b>	<b>Site</b> The Site is:	LIST SITE
<b>Item 3</b>	<b>Description of the Works</b> The Works are:	Describe works and Refer to the Scope of Contract at PO1 of the other contract documents and Principal's Documents list of the Work Order Offer
<b>Item 4</b>	<b>Principal</b> The Principal is:	The Commissioner of Highways, a body corporate established pursuant to the <i>Highways Act 1926 (SA)</i> of Level 9, 83 Pirie Street, Adelaide SA 5000. ABN: 45 751 448 902
<b>Item 5</b>	<b>Principal's Authorised Person</b> The Principal's Authorised Person is:	Director, Contract Management
<b>Item 6</b>	<b>Notices to the Principi</b> Office address: Postal address: e-mail address:	Level 8, 83 Pirie Street, Adelaide SA 5000 GPO Box 1533, Adelaide SA 5001 <a href="mailto:cameron.billinghurst@sa.gov.au">cameron.billinghurst@sa.gov.au</a>
<b>Item 7</b>	<b>Principal's Senior Executive</b> The Principal's senior executive is: Office address: Postal address: e-mail address:	Executive Director, Commercial and Contract Management Level 8, 83 Pirie Street, Adelaide SA 5000 GPO Box 1533, Adelaide SA 5001 <a href="mailto:brian.roche@sa.gov.au">brian.roche@sa.gov.au</a>
<b>Item 8</b>	<b>Contractor</b> The Contractor is:	[Contractor to insert] ACN [Contractor to insert] ABN [Contractor to insert]
<b>Item 9</b>	<b>The Contractor's Authorised Person</b> The Contractor's Authorised Person is:	[Contractor to insert]
<b>Item 10</b>	<b>Notices to the Contractor</b> Office address: Postal address: e-mail address:	[Contractor to insert] [Contractor to insert] [Contractor to insert]
<b>Item 11</b>	<b>Contractor's senior executive</b> The Contractor's senior executive is: Office address: Postal address: e-mail address:	[Contractor to insert] [Contractor to insert] [Contractor to insert] [Contractor to insert]
<b>Item 12</b>	<b>Date of Contract</b> The date of Contract is:	Date of the Letter of Award.
<b>Item 13</b>	<b>Times for Site access and Completion</b> Description: Time period for giving site access: Time period for Completion:	Whole of the Works ([Note: where milestones are required please consult the Commercial Advisory (Pre-Contract) Team) Within [Insert Number] days of release of the precommencement Hold Points Within [Insert Number] weeks from site access / from the date of contract.
<b>Item 14</b>	<b>Fees, charges and approvals</b> Approvals that have been obtained or will be obtained, and fees and charges that have been paid or will be paid, by the Principal are:	List approvals that have been obtained or will be obtained by the Principal e.g. Vegetation removal, aboriginal heritage, land acquisition, service relocation.
<b>Item 15</b>	<b>A - Work Health and Safety (WHS)</b> Is the Contractor required to implement a Corporate WHS safety management system acceptable to the Principal? (Yes/No) Is the Contractor required to submit a WHS Management Plan in accordance with the WHS Regulations 2012 (SA) (Yes/No) If required, the WHS Management Plan must be provided: <b>B - Quality Management</b> Is the Contractor required to implement a certified Quality Management System? Is the Contractor required to submit a Quality Management Plan? (Yes/No) If required, the Quality Management Plan must be provided: <b>C - Environmental Management</b>	Yes Yes Not less than 28 days before starting work on the Site Yes Yes Not less than 28 days before starting work on the Site.

	Is the Contractor required to implement an accredited Environmental Management System? (Yes/No)	Yes
	Is the Contractor required to submit an Environmental Management Plan? (Yes/No)	Yes
	If required, the Environmental Management Plan must be provided: <b>D - Industry Participation Plan</b>	Not less than 28 days before starting work on the Site.
	Is the Contractor required to implement an Industry Participation Plan? (Yes/No)	Yes
<b>Item 16</b>	<b>Requirements for Commonwealth Funded projects</b> <b>Australian Government Building and Construction WHS Accreditation Scheme</b> Is the Contractor required to maintain accreditation under the Australian Government Building and Construction WHS Accreditation Scheme?	Yes
<b>Item 17</b>	<b>Principal Contractor</b> Is the Contractor appointed as principal contractor?	Yes
<b>Item 18</b>	<b>Working hours and working days</b>  Working hours and working days are:	to comply with <i>Statutory Requirements</i> and the following agreed working hours and working days: Refer to Schedule 22 - Working Times of the Work Order Offer
<b>Item 19</b>	<b>Not Used</b>	
<b>Item 20</b>	<b>Proportionate Liability</b> Is proportionate liability excluded from the Contract?	Yes
<b>Item 21</b>	<b>Works Insurance</b> The party responsible for effecting Works insurance is: Minimum cover is: Period of cover is:	The <i>Principal</i> , refer to Schedule 10 – Principal Arranged Insurances The <i>Contract Price</i> As set out in Schedule 10 – Principal Arranged Insurances
<b>Item 22</b>	<b>Public Liability Insurance</b> The party responsible for effecting public liability insurance is: Minimum cover is: Period of cover is:	The <i>Principal</i> , refer to Schedule 10 – Principal Arranged Insurances \$20,000,000 per occurrence (and in the aggregate for Products Liability in any one policy period) As set out in Schedule 10 – Principal Arranged Insurances
<b>Item 23</b>	<b>Workers compensation insurance</b> Minimum cover is: Period of cover is:	as required by law as required by law
<b>Item 24</b>	<b>Professional Indemnity Insurance</b> Is a professional indemnity insurance policy to be held by the Contractor? (Yes/No) Minimum cover is: Period of cover is:	No Nil None
<b>Item 25</b>	<b>Marine liability insurance</b> Minimum cover is: Period of cover is:	Nil None
<b>Item 26</b>	<b>Other Contract Documents</b>  Other Contract Documents (not listed in clause 7) are:	Work Order – comprising Work Order Request sent by the Principal to the Contract, and Work Order Offer sent by the Contractor to the Principal. Letter of Award.
<b>Item 27</b>	<b>Copies of Principal's Documents</b> The number of copies of the Principal's Documents to be provided to the Contractor	1 electronic copy
<b>Item 28</b>	<b>Copies of Contractor's Documents</b> The number of copies of the Contractor's Documents to be provided to the Principal	1 electronic copy in a format acceptable to the Principal
<b>Item 29</b>	<b>Not Used</b>	
<b>Item 30</b>	<b>Payment period for Subcontracts</b> The maximum period before payment, is:	15 days
<b>Item 31</b>	<b>Preferred Subcontractors</b> The Preferred Subcontractors referred to in clause 29 are:	Not applicable
<b>Item 32</b>	<b>Subcontractor's Warranty</b> Trades or areas of work requiring a Subcontractor's warranty are:	Not applicable
<b>Item 33</b>	<b>Completion Undertaking</b> The amount of the <i>Completion Undertaking</i> is:	xx% of the <i>Contract Price</i> (GST Exclusive) at the <i>Date of Contract</i>
<b>Item 34</b>	<b>Post-Completion Undertaking</b> The Amount of <i>Post-Completion Undertaking</i> is:	xx% of the <i>Contract Price</i> (GST Exclusive) at the <i>Date of Contract</i>
<b>Item 35</b>	<b>Return of Post-Completion Undertaking</b> The period at the end of which the <i>Post-Completion Undertaking</i> must be returned is:	12 Months [Please consult PM and CM]

Item 36	<p><b>A - Documents not guaranteed for completeness</b></p> <p>Documents not guaranteed for completeness are:</p> <p><b>B - Documents not guaranteed for accuracy, quality or completeness</b></p> <p>Documents not guaranteed for accuracy, quality or completeness are:</p>	<p>List documents where appropriate and refer to the specific item in Schedule 16. (E.g. P02.01 Contamination Report)</p> <p>List documents where appropriate and refer to the specific item in Schedule 16. (E.g. P02.01 Contamination Report)</p>
Item 37	<p><b>Site Conditions</b></p> <p>Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse <i>Site Conditions</i> other than carrying out <i>Variations</i> instructed by the Principal? (Yes/No)</p>	<p>Yes, except for: [Please consult Contracts Management as to the wording of these site conditions that are excluded]</p>
Item 38	<p><b>A - Design by the Contractor</b> Must the Contractor carry out all design necessary in connection with the Works? (clause 39.1.1):</p> <p><b>B - Design by the Principal</b> Must the Principal carry out all design necessary in connection with the Works? (clause 39.1.2):</p> <p><b>C - Contractor to complete Design provided by the Principal</b> Must the Contractor complete the design provided by the Principal? (clause 39.1.3):</p> <p><b>D - National Construction Code</b> Does the National Construction Code apply?</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No (note: No if Design by the Contractor)</p> <p>Yes / No</p>
Item 39	<p><b>Novation</b> Will there be a novation of the Principal's Novated Consultant to the Contractor? Name of Novated Consultant?</p>	<p>Not applicable Principal's Novated Consultant: Not applicable</p>
Item 40	<p><b>Contract Price at the Date of Contract</b> The <i>Contract Price</i> which is inclusive of GST) at the Date of Contract is: <b>Basis of Payment</b> The basis of payment is:</p>	<p>Refer to the Tender Form of the Work Order Offer</p> <p>[Lump sum or Schedule of Rates or Lump sum with Rate Items ]</p>
Item 41	<p><b>Rise or fall adjustments</b> Are rise or fall adjustments applicable to the Contract (excluding <i>Daywork</i>)? (Yes/No)</p>	<p>Yes / No (please consider rise and fall framework for contracts over 6 months. No rise and fall under our new framework for contracts under 6 months. Refer to your procurement officer.)</p>
Item 42	<p><b>Provisional Sums</b> <i>Provisional Sum</i> items referred to in clause 55.4 are:</p>	<p>Not applicable or list the Provisional Sum and reference.</p>
Item 43	<p><b>Provisional Sum margin</b> The <i>Provisional Sum</i> margin (including profit and off site overheads) is:</p>	<p>Nil or Insert</p>
Item 44	<p><b>Contractor's Margin</b> The <i>Contractor's Margin</i> (including profit and off site overheads) is:</p>	<p>Insert percentage (please also include the split between profits and overheads - Consult with PM/CM)</p>
Item 45	<p><b>Amount of Prepayment</b> The amount of <i>Prepayment</i> is:</p>	<p>Nil (If percentage is added approval must be obtained (this can be mentioned in the FIN01/PR01b minutes)</p>
Item 46	<p><b>A - Date for Payment Claims</b> The date for making the first Payment Claim is: The date in the month for making subsequent Payment Claims is: <b>B - Method of payment</b> Milestones for which payment will not be made until after they reach Completion:</p>	<p>The later of [insert date] and the date that the Contractor has complied with clause 33.1. Insert</p> <p>Not applicable</p>
Item 47	<p><b>Completion Amount</b> The <i>Completion Amount</i> is: The <i>Completion Amount</i> is payable after:</p>	<p>Nil (if you intend to include an amount, you will need to seek approval from the Director, Project Procurement and Contracts) Not applicable</p>
Item 48	<p><b>Interest on late payments</b> The rate of interest per annum is:</p>	<p>The rate prescribed by the <i>Supreme Court Act 1935</i> (SA) in respect of judgment debts of the Supreme Court of South Australia.</p>
Item 49	<p><b>A1 - Delay costs for the delay in access to the Site</b> The rate per day for delay costs due to the Principal's failure to give the Contractor initial access to the Site in accordance with clause 34 is: <b>A2 - Delay costs for delay other than in access to the Site</b> The rate per day for delay costs payable when <i>Completion</i> of the whole of the Works is delayed is: The rates per day for delay costs payable when there are delays to <i>Completion of Milestones</i> * are: <b>B - Liquidated Damages</b> Do liquidated damages apply to this Contract?</p>	<p>The Off Site Overheads rate specified in Schedule 20 – Delay Costs of the Work Order Offer.</p> <p>The Recurring On Site Overheads and Off Site Overheads rate specified in Schedule 20 – Delay Costs of the Work Order Offer. Not applicable</p> <p>Yes</p>

<p>The rate per day for liquidated damages for the whole of the Works only applies where there are no rates specified for <i>Milestones</i> and is: The rates per day for liquidated damages for <i>Milestones</i>* are:</p>	<p>insert \$LD (this figure must be supported - saved on Knet) Not applicable</p>
<p><b>Item 50 A - Engagement of Valuer</b> Must be a Valuer be engaged? (Yes/No) <b>B - Person to select the Valuer</b> The person is: Telephone number: Facsimile number: <b>C - Litigation Threshold</b> The threshold amount for litigation following a Valuer's determination is:</p>	<p>No Not applicable Not applicable Not applicable \$500,000.00</p>
<p><b>Item 51 Time to refer Issue to Expert Determination</b> The time within which either party may refer an Issue to Expert Determination is:</p>	<p>28 days after becoming entitled under clause 70.2.</p>
<p><b>Item 52 Expert Determination representative</b> The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is: Office address: Postal address: e-mail address:</p>	<p>The Principal's senior executive shown in Contract Information item 7 until the Principal notifies otherwise as shown in Contract Information item 7 as shown in Contract Information item 7 as shown in Contract Information item 7</p>
<p><b>Item 53 Person to nominate an Expert</b> The person is: Telephone number: Facsimile number:</p>	<p>President of the Resolution Institute (South Australia) 1800 651 650 Not applicable</p>
<p><b>Item 54 Threshold amount for litigation</b> The threshold amount for litigation following an Expert's determination is:</p>	<p>\$500,000.00</p>
<p><b>Item 55 Collaborative Governance Team</b> Are the Principal and Contractor required to establish a Collaborative Governance Team (CGT)? (Yes/No)</p>	<p>Yes (If "No" approval must be sort by Director, Project Procurement and Contracts)</p>
<p><b>Item 56 Information Management Systems (IMS)</b> Must an electronic Information Management System be used? (Yes/No)</p>	<p>Yes/No</p>
<p><b>Item 57 Major Infrastructure Project</b> Is the Project a Major Infrastructure Project? (Yes/No)</p>	<p>No</p>

**SCHEDULE 7A**  
**RISE AND FALL CONTENT FACTORS**

COMPONENT OF WORKS	CONTENT FACTOR				
	$C_L$	$C_F$	$C_M$	$C_P$	$C_B$
For items of work which include bituminous products (i.e. spray seals and asphalt).					
For all other items of work (i.e. items which do not include bituminous products).					-

Content factors for bituminous works must add up to 1.00 and Content Factors for non-bituminous works must add up to 1.00

For the purpose of this clause only, the following items in the Schedule of Prices or Schedule of rates are deemed to include bituminous products:

S/R Items within Item J 'Bituminous Surfacing / Asphalt' and Item K 'Secondary Pavements' where these contain spray seals, asphalt and bituminous products

.....  
Tenderer's signature

.....  
Date

DIT XXCXXX

Page 9

	A	B	C	D	E	F	G	H	I	J	K	L
4	Refer to clause 7 of the GC21 General Conditions of Contract (April 2023 version) - Other Contract Documents and Principal's Documents.											
5		Title	Document Type	Discipline	Status (e.g. IFC, Final etc.)	Version No.	KNet No. Hyperlink	DIT Comments	Author Company	File name		
6	C	Other Contract Documents										
7		C01.01										
8		C01.02										
9		C01.03										
10												
11	P	Principal Documents										
12	P01	Scope of Contract										
13		P01.01										
14		P01.02										
15												
16	P02	Appendices										
17		P02.01										
18		P02.02										
19		P02.03										
20		P02.04										
21		P02.05										
22		P02.06										
23		P02.07										
24		P02.08										
25		P02.09										
26		P02.10										
27												
28	P03	Design Drawings		Drawing Number	Sheet Number(s)							
29		P03.01										
30		P03.02										
31		P03.03										
32		P03.04										
33		P03.05										
34												
35	P04	Other (add as required)										
36		P04.01										
37		P04.02										
38												

**Schedule 17 - Master Specification**  
**Relevant Department for Infrastructure and Transport Master Specification parts**

<b>Part No.</b>	<b>Title</b>	<b>Applicable</b>
PC-ENV1	Environment Management Requirements	<input checked="" type="checkbox"/>
PC-QA1	Quality Systems Requirements	<input checked="" type="checkbox"/>
PC-SM1	Provision For Traffic	<input checked="" type="checkbox"/>
PC-US1	Utility Services	<input checked="" type="checkbox"/>
PC-WHS1	Work Health & Safety Requirements	<input checked="" type="checkbox"/>
RD-BF-C1	Supply and Installation of Steel Beam Safety Barrier Systems	<input checked="" type="checkbox"/>
RD-BF-C2	Wire Rope Safety Barrier Systems	<input type="checkbox"/>
RD-LM-C3	Installation of Guideposts and Delineators	<input checked="" type="checkbox"/>
RD-LM-C4	Sign Installation	<input checked="" type="checkbox"/>
RD-LM-S3	Supply of Guideposts and Delineators	<input checked="" type="checkbox"/>
ST-SC-S1	Normal Class Concrete	<input type="checkbox"/>
ST-SC-S6	Steel Reinforcement	<input type="checkbox"/>
ST-SC-S7	Supply of Concrete	<input type="checkbox"/>
ST-SC-C6	Formwork	<input type="checkbox"/>
ST-SC-C7	Placement of Concrete	<input type="checkbox"/>

Master Specification Parts can be downloaded from the following addresses:

PC (Project Controls) [https://www.dpti.sa.gov.au/contractor\\_documents/masterspecifications/Project\\_Controls](https://www.dpti.sa.gov.au/contractor_documents/masterspecifications/Project_Controls)

RD (Roads) [https://www.dpti.sa.gov.au/contractor\\_documents/masterspecifications/Roads](https://www.dpti.sa.gov.au/contractor_documents/masterspecifications/Roads)

ST (Structures) [https://dit.sa.gov.au/contractor\\_documents/masterspecifications/Structures](https://dit.sa.gov.au/contractor_documents/masterspecifications/Structures)

**SCHEDULE 18**  
**TENDER FORM - MAJOR WORKS**

**Tenderer to complete using BLOCK LETTERS**

TO THE DIRECTOR:

**CONTRACT NUMBER AND TITLE**

I/We the undersigned, do hereby tender to perform the above mentioned works in accordance with the Request for Tender Documents.

Tendered Sum (exclusive of GST)	#REF!
GST amount	#REF!
Tendered Sum (inclusive of GST)	#REF!

I/We acknowledge the receipt of amendments numbered:  X

*(Tenderer to insert number of amendments received)*

Tenderers Name:  X

ABN:  X ACN:  X

Address:  X

Telephone Number:  X Mobile:  X

Contact E-mail Address:  X

I/We declare that this tender is independent and that there has not been any unlawful collusion with any other potential respondent to the procurement process.

Signature of Tenderer: Name:  X

Position in Company:  X

Signature of Witness: Name of Witness:  X

Dated the:  X day of:  X 20  X

**FOR OFFICE USE ONLY**

Tender opened on ...../...../.....	
By .....	.....
(Signature of Authorised Officer)	(Printed Name of Authorised Officer)
And .....	.....
(Signature of Authorised Officer)	(Printed Name of Authorised Officer)

**TENDER FORM (CONTINUED)**  
**DECLARATION IN RELATION TO UNLAWFUL COLLUSION**

**CONTRACT NUMBER AND TITLE**

I  X

.....  
Tenderer's signature

.....  
Date

of *X*  
 [insert name and address of declarant]

do hereby declare as follows:

1 I hold the position of: *X*  
 Within: *X*  
 (Tenderer) and that I am authorised to provide this declaration on its behalf.

2 I confirm that the tender submitted by the Tenderer is independent and that there has not been any unlawful collusion with any other tenderer or party in connection with this tender process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Tenderer and any other person(s), the details of which have been provided to the Principal as part of the tender submitted by the Tenderer.

3 To the best of my knowledge, I declare that I am not aware of any matters which might give rise to a real or perceived conflict of interest, except for any matter identified as such which has been submitted with my tender.  
 (Insert "NONE" in the table if there are no conflict of interests OR complete the table, below)

Name	Describe Real/Perceived Conflict of Interest
<i>None</i>	<i>None</i>

4 I confirm that the total value of the goods and/or services to be provided by **subcontractors**, to the extent known at the time of making this declaration, is: *\$0* (including GST)  
 (Insert "NIL" if no subcontractors OR add amount and complete the table, below)

5 Where subcontract work comprises more than 25% of the value of this tender, the Tenderer is required to a complete list of all **subcontractors**, the value, and the nature of the work to be provided under each sub-contract, to the extent known at the time of making this declaration. The total provided must be equal to that provided for Clause 3 above. Where this value is 25% or less Tenderers are required to enter 'Nil' within the 'Value of Work' column.

Subcontractor Name	Description Of Work	Value Of Work (Including GST)
<i>X</i>	<i>X</i>	-
TOTAL		<i>\$0</i>

6 I understand that if any part of this declaration is found to be false the Principal reserves the right (regardless of any subsequent dealings) to:

- terminate negotiations with the Tenderer;
- terminate consideration of the Tenderer’s bid; and
- terminate any contract between the Tenderer and the Principal in relation to the Project without any obligation on the Principal to make any payment to the Tenderer.

Signature: \_\_\_\_\_ Date: *X*

Note: If the tender is submitted jointly with another party or parties, each party must sign this declaration.

**SCHEDULE 19**  
**SCHEDULE OF RATES**

RATES SHALL BE EXCLUSIVE OF GST

Item No.	Description	Unit of Measurement	Quantity	Rate (\$)	Amount (\$)
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
<b>TOTAL</b>					<b>\$ -</b>

.....  
Tenderer's signature

.....  
Date

**SCHEDULE 20**  
**SCHEDULE OF DELAY COSTS**

ALL RATES SHALL BE EXCLUSIVE OF GST.

	Delay costs per business day for whole of Works (\$)
Recurring On Site Overheads	<i>X</i>
Non-recurring On Site Overheads	
Off Site Overheads	<i>X</i>
Profit	
Number of Working days on which the tender is based:	<i>X</i>

**DESCRIPTION OF OVERHEADS**

Insert details of where costs such as supervisors, site engineers, managers, vehicles, travel, site accommodation, security, administration and all other substantial overhead items are allocated.

**Offsite Overheads:** (those costs, which by the normally accepted standards of accounting, are incurred by the Contractor offsite but cannot be directly attributed a specific item of work. This includes, but is not limited to, items such as rent and maintenance of head office accommodation, general head office administration and director’s salaries) :

**Recurring Onsite Overheads:**

For example staff costs, staff expenses (e.g. engineers and supervisors), vehicles, survey, community/stakeholder relations, plant, equipment and small tools.

**Non Recurring Onsite Overheads:**

for example staff accommodation, bank guarantees, mobilisation, demobilisation, IT, insurances, site facilities, site compounds, site security, training, undertakings

**SCHEDULE 20**  
**SCHEDULE OF RATES FOR VARIATIONS**

RATES SHALL BE EXCLUSIVE OF GST

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Rate (\$)</b>
1			
2			
3			
4			

.....  
Tenderer's signature

DIT XXCXXX

.....  
Date

Page 16

**SCHEDULE 21**

**WORKING TIME**

I/We propose to observe the following working days and hours, vide Clause "Working Days and Hours of

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 .....a.m.

Saturday .....a.m.

Sunday .....a.m.

Finishing Time

Monday to Friday .....p.m.

Saturday .....p.m.

Sunday .....p.m.

Rostered Days Off

.....  
.....

.....  
Tenderer's signature

.....  
Date

**SCHEDULE 22**

**METHODOLOGY**

Tenderer to provide Methodology to include components within Schedule 2 and in a clear and concise format.

Tenderer to detail its understanding of all aspects of the work involved in the project and ability to handle any technical problems likely to arise.

.....  
Tenderer's signature

.....  
Date

**SCHEDULE 23**

**PROGRAM OF WORK**

Tenderer to provide a copy of their program of work to fit within the Principal's timelines.

.....  
Tenderer's signature

DIT XXCXXX

.....  
Date

Page 19

**SCHEDULE 24**

**INDUSTRY PARTICIPATION PLAN**

Tenderers must complete an Industry Participation Plan (IPP) online at:

[www.saipp.sa.gov.au](http://www.saipp.sa.gov.au)

Tenderers must submit a copy of the completed IPP with the tender.

Guidelines and templates are also available to assist tenderers to understand the detail and information required

For further assistance with completing the form, please contact the following:

Phone : (08) 8226 8956

Email : oia@sa.gov.au

Address: Level 17, 30 Wakefield Street (Wakefield House) Adelaide, 5000

**Notification of Successful IPP Submission, IPP Reference Number #**

.....  
Tenderer's signature

DIT XXCXXX

.....  
Date

Page 20

**SCHEDULE 25**

**TRAFFIC MANAGEMENT PLAN**

Tenderer to provide a copy of their **project specific** Traffic management plan(s):

TMP to include After Care methodology.

.....  
Tenderer's signature

DIT XXCXXX

.....  
Date

Page21



## APPENDIX 3 – LETTER OF AWARD TEMPLATE EXAMPLE

In reply please quote [insert file no.]  
Enquiries to [insert contact name]  
Telephone (08) [insert contact tel number]



**COMMERCIAL AND  
CONTRACT MANAGEMENT  
DIRECTORATE**

Level 8, 83 Pirie Street  
Adelaide SA 5000

GPO Box 1533  
Adelaide SA 5001

ABN 92 366 288 135

[Insert Contact Name  
Contractor Name (ACN xxxxx)  
Address details]

Dear [insert Contractor name],

*PSA No. 20C610, PREFERRED SUPPLY ARRANGEMENT – SAFETY BARRIER (PSASB), LETTER OF AWARD.*

1. I refer to your revised Work Order Offer dated [INSERT date] [Insert CMS contract number if applicable] and am pleased to confirm that your offer is accepted.
2. A copy of this Letter of Award duly signed for and on behalf of the Commissioner of Highways (the “Principal”) and the following documents (in order of precedence) constitutes a binding contract between you and the Principal:
  - *GC21 Terms and Conditions (April 2023 version) (including the Contract Information) referred to at Attachment 1 of the Application (terms and conditions); **Insert Contractor Name** complied with the proposed Terms and Conditions provided in the email from [DIT.PSA@sa.gov.au](mailto:DIT.PSA@sa.gov.au) dated 17 April 2023, without any further amendment; and*
  - *your revised Work Order Offer dated [insert date] (attached to this Letter);*

*(together the “Contract”)*
3. The date of this letter shall be the Date of Contract for the purpose of the terms and conditions.
4. **The Works under the Contract shall comprise Separable Portion A, and, if directed by the Principal (in its absolute discretion), Separable Portion B, which is included in Schedule 15 of the Contracts.**
5. In accordance with information contained in the Guidelines and your acknowledgement in your Application, your signed acceptance of this Letter must be returned to the Principal within 5 business days of being forwarded by the Principal.

Please:

- print out the signing page and sign where indicated;
- scan the page back into electronic format;
- email the signed page to [DIT.CivilConstructionCF@sa.gov.au](mailto:DIT.CivilConstructionCF@sa.gov.au); and
- **Post the original signed page to:**

OFFICIAL

Senior Pre-Contracts Officer  
Department for Infrastructure and Transport  
Level 8, 83 Pirie Street,  
Adelaide, South Australia 5000.

6. Please note that the Principal's acceptance of your Work Order Offer is conditional on you complying with the requirements of paragraph 4 of this letter, and should you fail to do so then unless advised otherwise in writing by the Principal, this acceptance of your Work Order Offer will be deemed withdrawn, and the Contract terminated, with no compensation payable by the Principal to you, including for any work under the Contract performed by you prior to the withdrawal.
7. No right to possession of the Site will arise if the Letter of Award is not executed by the Contractor as required by paragraph 5 of this letter.
8. Please provide two unconditional undertakings of \$[insert] each for **Separable Portion A**, in accordance with the terms and conditions, within 14 days of the date of this letter to the Procurement Officer (Contracts), Department for Infrastructure and Transport, Procurement and Contracting, Level 8, 83 Pirie Street, Adelaide SA 5000. Please ensure that the undertakings are in the name of the Commissioner of Highways as the "Beneficiary" and do not contain expiry dates.
9. [A further TWO unconditional undertakings of \$[insert] each for Separable Portion B, TWO unconditional undertakings of \$[insert] each for Separable Portion C will be requested if the Principal directs the Contractor to perform Separable Portion B and/or C.] – Delete if not required.
10. Please quote the Department Contract No. XXCXXX and Purchase Order No. XXXXX / Project No. XXXX on your invoices. Further liaison for this Contract will be with XXXXXXXXXXX, telephone (08) XXXX XXXX or mobile XXXX XXX XXX or XXXXXXXXXXX, telephone (08) XXXX XXXX or mobile XXXX XXX XXX.

Congratulations on your success in being awarded this Contract.

Yours sincerely,

Brian Roche  
**EXECUTIVE DIRECTOR, COMMERCIAL AND CONTRACT MANAGEMENT**  
for and on behalf of:  
COMMISSIONER OF HIGHWAYS

April 2023

---

**SIGNED** by **THE CONTRACTOR** in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth) by two directors or  
by one director and the company secretary:

..... Director signature	..... Director/Company Secretary signature
..... Director name	..... Director/Company Secretary name
..... Date	..... Date