| TENDER FORM FOR USE WITH PURCHASE ORDER | | | | | | | |
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| **Director Project Services, Building Management, Department of Planning, Transport and Infrastructure** | | | | | | | |
| **Description of Works:** | | | | |  | | |
| **Purchase Order No:** | | | | |  | | |
| **Tenderer Name:** | | | | |  | | |
| **Address:** | | | | |  | | |
| I the undersigned tender to perform the above Works and to comply with the requirements of all relevant legislation and lawful requirements of public or other authorities affecting the Works, inclusive of the requirements of the Conditions of Contract noted on the back hereon, or at Common Law for the lump sum of: | | | | | (amount in words, include GST, dollars only) | | |
| Net Tender Sum: | | | | | $ | | |
| GST | | | | | $ | | |
| TENDER SUM (amount in figures, dollars only) | | | | | **$** | | |
|  | | | | | | | |
| Work Cover Registration No: | | | |  | | | |
| Builders Licence No: |  | | | Name of Holder: | |  | |
| ABN: |  | | | ACN: | |  | |
| Telephone: |  | | Email: | |  | | |
| **Name:** | | | | |  | | |
| **Signature:** | | | | |  | | |
| Dated this | | (Day) | | | (Month)  day of | | (Year) |
| **Office Use Only** | | | | | | | |
| Tender opened by: | | | | |  | | |
| in the presence of: | | | | |  | | |
| Date: | | | | |  | | |

| **Conditions of Purchase Order** | |
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| 1. Contract Schedule | |
| The Works shall be governed by and managed, designed and/or constructed as applicable with reference to the laws for the time being in force in the State of South Australia. | |
| All payments made under the Contract shall be made at: | Adelaide SA |
| Contracting party: | Director Project Services, Building Management, Department of Planning, Transport and Infrastructure (Director) |
| The address of the Director is: | Level 2, 211 Victoria Square  Adelaide SA 5000 |
| Work to commence: | Date of acceptance of tender |
| Work to be completed: | 6 working weeks |
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| 2. SubcontractingThe Contractor shall not subcontract the Works or any part thereof without approval in writing from the authorised representative of the Director. | |
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| 3. Industrial Relations The Contractor and any subcontractor who is at any time engaged on work under the Contract shall ensure that:   1. all workers other than professional and supervisory personnel are paid not less than the award classification and conditions applicable to the work being carried out; 2. all workers including professional and supervisory personnel are informed of safe work practices; and 3. policies relating to occupational health, safety and welfare in the workplace are maintained in accordance with the regulations of the *Occupational Health, Safety and Welfare Act 1986*.   If the Contractor subcontracts any part of the work under the Contract, the Contractor shall include the provisions of this Clause in the subcontract. | |
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| 4. General Indemnity | |
| The Contractor shall indemnify and keep indemnified, the Minister for Transport and Infrastructure, the Department of Planning, Transport and Infrastructure, the Director Project Services and any of its agents against all claims, demands, costs, losses, damages and expenses of whatever nature arising out of or in connection with loss of life or injury to persons or damage to property arising from the Contractor undertaking the work under the Contract, to the extent that such death, personal injury and/or damage to property is occasioned by any act, neglect, default or omission by the Contractor, its agents or sub-contractors. | |
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| Generally include clause 5. If not include clauses 7(a) and (b)5. Insurance of the Works and Public Liability The Department of Planning, Transport and Infrastructure holds a current policy of insurance in relation to the work under the Contract and liability to third parties (public liability) under which the Contractor and any subcontractor will have protection, subject to the terms, limitations, exclusions and conditions of the policy, for claims up to a limit for any one occurrence of:   1. in relation to the work under the Contract the total reinstatement value of that work as defined in the policy, up to twenty million dollars ($20,000,000); and 2. in relation to third party (public liability) claims up to twenty five million dollars ($25,000,000).   A copy of the policy is available for inspection in the office of Department of Planning, Transport and Infrastructure, Building Management, Level 2, 211 Victoria Square, Adelaide SA. | |
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| **6. Notices of Potential Claims**  The Contractor shall comply with the provisions of the policy of insurance and as soon as practicable, inform both the Director and the Insurance Broker, Aon Risk Services Australia Ltd and:   1. take reasonable steps to prevent damage; 2. provide full details of the occurrence as required by the Insurer(s); 3. defer repairs if the estimated loss exceeds $5,000 in addition to the amount of the applicable excess and preserve all evidence required to substantiate a claim; and 4. make no admissions of liability to any potential claimant in respect of the occurrence. | |
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| **7. Insurance and Workers Compensation**  The Contractor, before commencing work on the site must hold or effect policies of insurance covering:  Optional when Principal Controlled Insurance not used   1. Works Insurance in relation to loss or damage resulting from any cause whatsoever, to an amount of not less than the Contract Sum for the Works plus 20%; materials provided by the Director Project Services; any temporary works and materials, constructional plant and other things that are brought on to the site by or on behalf of the Contractor 2. Public Liability to an amount of not less than $5,000,000 for any single occurrence.   The policies detailed in (a) and (b) above shall cover the Minister for Transport and Infrastructure, the Department of Planning, Transport and Infrastructure, the Director Project Services, the Contractor and all subcontractors employed from time to time in relation to the Works and shall be maintained until the Works have been completed. The Contractor must, on request, promptly produce all the policies required under this clause.   1. Workcover   The Contractor shall comply with all of its obligations under the Workers Rehabilitation and Compensation Act, 1986 (in this Clause referred to as ‘the Act’) in relation to all employees of the Contractor and shall ensure that any subcontractor complies with its obligations under the Act.  The Contractor shall be registered with WorkCover Corporation (‘WorkCover’) as required under the Act. On request by the Director Project Services, the Contractor shall produce evidence of its compliance with this Clause, including evidence that it is an exempt employer under the Act. | |
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| 8. Construction Industry Training Levy The Contractor shall comply with the Construction Industry Training Fund Act, 1993 and pay any levy imposed by that Act in respect of the Works. Prior to the commencement of the Works under the Contract the Contractor shall provide written evidence to the Director Project Services that the Contractor has either paid the above levy or been exempted from paying it under the Act. Failure to provide such written evidence may result in the Contractor being refused access to the Site and will entitle the Director Project Services to withhold any payment due and payable under the Contract until such time as the Contractor has provided written evidence of payment of the levy. | |
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| 9. GST If a supply of goods or services under the Contract is a Taxable Supply within the meaning of the A New Tax System (Goods and Services) Act 1999, (ANTS GST Act) then:   1. any invoice for payment under the Contract shall be a Tax Invoice within the meaning defined in the ANTS GST Act; and 2. the Director Project Services is not obliged to make any payment under the Contract unless the Contractor has provided a Tax Invoice in respect to that payment. | |