

Please see below, the submission for this Task:

- The relevant tender documents for tender submission - as below
- Project plans (including construction drawings), specifications and project tender documentation you used as basis in drafting the Tender Preparation Document in Task 4 – As stipulated in attachment table - Please refer to submission under Task 1, 4 and 6 (not attached in this folder due to space issues in the system. Thank you). This would be attached as part of the Appendix in this document
- Bill of Quantities in Task 7.1 – as attached – see Appendix
- Client Acceptance Forms you prepared in Task 11 – as attached – See Appendix
- Amendments and Conditions to the Tender/Contract you prepared in Task 12 – as attached – see Appendix

COMMERCIAL PROJECT

There are various supporting documents that are attached to these Tender submission and form part and parcel of this Tender and Contract formation.

TENDER SUBMISSION FOR 123 ABC Commercial street, QLD

Tender number: 12AB34CDCOMM

Date: 15/01/2023

DRAFT CONTRACT

Refer to Tender Documents for specific details of the information, as provided below, under heading of “Tender Documents”:

GENERAL

The Conditions of Tendering have been prepared in accordance with the obligations of the Client contained in the Australian Standard 4120, Code of Tendering, which sets out the ethics and obligations of the Client and Tenderers in tendering in the construction industry.

Tenderers and Client shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:-

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected or Council member will be disqualified.

It should be noted that in all contract documentation words importing a gender include every gender.

TENDERING METHOD

“The Procedures of Open Tendering” in accordance with AS 4120-1994 Clause 6.2.3(b) - The Client invites the public advertisement without restriction on the numbers of tenders sought.

TENDER EVALUATION AND SELECTION

Evaluation, negotiation and selection of tenders shall be in accordance with the requirements of AS4120, Code of Tendering.

The selection of the successful tenderer will be based on, but not necessarily limited to, assessment of tenders against the following criteria:-

1. Compliance with the tender documents
2. Price – value for money
3. Support for local businesses
4. Open and effective competition
5. Tenderer's technical, financial and managerial capacity
6. Industry record / experience
7. Equipment support backup
8. Tenderer's past performance with the Council including:
 1. Compliance with timeframes
 2. Quality of service
 3. Contractual relations/administration
9. Tenderer's current commitments
10. Environmental protection

Tenderers are advised that each of the selection criteria may not be given equal weight in relation to any individual tender.

CONTRACTOR'S RESPONSIBILITY

It shall be the responsibility of the Contractor to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this contract and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the lump sum price submitted.

A sales brochure provided by a product supplier/manufacturer, and inserted into a supply contract, is not necessarily an adequate technical specification for the product.

PREPARATION OF TENDERS

Relevant documents

The contract documents for this project are:

AS 4120 – 1994 Code of Tendering

AS 2124 - 1992 General Conditions of Contract

AS 4120 and ABIC SW-2008 are not included as part of the contract documentation however information is available from Council. Copies are available from Standards Australia. A Sample Contract of ABIC SW-2008 is included. Matters raised in AS 2124 - Annexure A and B are included in these documents.

TENDER FORMS

Tenders must be submitted on the forms provided, each of which shall be signed by the tenderer. All information called for in the forms shall be inserted by the tenderer in the respective places provided.

Company details

Every tender shall set forth the full Names, Surname, and address of the registered office of the tenderer. When the tender is by a Company the tender shall set forth the name of the Company and the registered office of the company.

Time of completion

Each tenderer is to indicate the time the contract will be performed unless a time for completion of the contract is specified in the tender documents.

Site conditions

Where the tender is for execution of any work, tenderers are required to visit the site of the work and satisfy themselves of local conditions and facilities. The Client will not be liable for any claim on the grounds of insufficient information.

Verbal advice

The Client shall not be bound by any verbal advice given or information furnished by any Officer of the Client in respect of the Contract but shall be bound only by written advice or information furnished by the Client.

Advice to tenderers

Every notice to be given to a tenderer shall be posted to the tenderer's address given in the tender, such posting shall be deemed to be good service of such notice, and the time mentioned in such notice or in these conditions for doing any act shall be reckoned from the time of posting of notice.

Lowest or any tender

The Client shall not be bound to accept the lowest of any tender, nor will the Client be responsible for or pay for the expenses or losses which may be incurred by any Tenderer in the preparation of his Tender.

Tenders rejected

Any tender which does not comply in every respect with any requirements of the tender documents may be rejected.

Alternate proposals

Alternative proposals, which satisfy the Client's basic commercial and performance objectives, technical and legal requirements, may be submitted as options but only in addition to a conforming tender. All costs associated with the design and documentation of any alternative proposal shall be borne by the Tenderer.

INSURANCE

To include Public Liability Insurance and Workers compensation Insurance and to remain in force for the period of the contract

OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall:

- (a) Comply with all requirements of the contract and all statutory requirements for Occupational Health and Safety.
- (b) Ensure that each of its Subcontractors and Workers comply in like manner.
- (c) Demonstrate to the Client whenever requested that requirements of the contract and statutory requirements for Occupational Health and Safety are being met.

The tenderer shall certify on the form provided that safety requirements of the works undertaken in the contract and statutory requirements for Occupational Health and Safety are capable of being met. Where inappropriate or inadequate provision of Occupational Health and Safety Management by the Contractor or Contractor's subcontractor results in costs, losses or damages incurred by the clients or claims by third parties against the client for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration and legal costs incurred by the Client in resolving such claim.

PROTECTION OF THE ENVIRONMENT

The Contractor shall;

- a) Comply with all statutory requirements and accepted current practices for Environmental management.
- b) Comply in every respect with the Erosion and Sedimentation Plan pertaining to this contract.
- c) Ensure that each of its subcontractors and Workers comply in like manner.

All work shall be carried out in such a manner as to avoid nuisance and/or damage to the environment. The Contractor shall comply with the requirements of the conditions of approval imposed by the Local Government Act, Environmental Offences and Penalties Act and the Water Act. No variation in costs or extensions of time will be considered due to these requirements.

The Contractor shall plan and carry out the Works to avoid erosion, contamination and sedimentation of the site and its surroundings.

Herbicides and other toxic chemicals shall not be used on the site without the prior written approval of the Client.

No noise or smoke or other nuisance, which in the opinion of the Client is unnecessary or excessive shall be permitted by the Contractor in the performance of the works under this Contract. Should work outside customary working hours be approved, the Contractor shall not use, during such period, any plant, machinery or equipment which in the opinion of the Client is causing or is likely to cause a nuisance to the public. No noisy works and/or works likely to disturb nearby residents shall be undertaken during the hours precluding such activity as specified by Council in accordance with the requirements for development consent and building approval made under the Local Government Act and appropriate Noise Legislation.

The Contractor shall ensure that fugitive dust from disturbed areas is minimised by a method approved by the Client.

PUBLIC SAFETY AND TRAFFIC CONTROL

The Contractor shall provide Traffic Management Plans and erect all necessary fences, barricades, warning lights as may be necessary for the protection of the works and the safety of the public and vehicles all to conform to Australian Standard AS 1742.3 - 1996. Road notices, speed restriction signs, flagman etc., shall be provided and maintained to the satisfaction of the relevant Traffic Authority.

If the Contractor fails after notification in writing to carry out the requirements of this clause, the Superintendent shall have the power to have the work carried out at the Contractor's expense. The cost thereof will be deducted from any moneys owing to the Contractor under this Contract.

POST TENDER SUBMISSIONS

The Client may call for post tender submissions from some or all tenderers in order to assist with the evaluation. Such submissions will be confidential between the Client and Tenderer. The call for such submissions will not bind the Client to proceed to accept a tender.

POST TENDER NEGOTIATIONS

The Client may enter into negotiation with a preferred Tenderer or a number of candidate tenderers. Such negotiations will be confidential between the Client and Tenderer and will be conducted in accordance with guidelines set out in AS 4120.

The undertaking of negotiations will not bind the Client to proceed to accept a tender.

CONTRACT COMMENCEMENT DATE

The commencement of the contract is nominated as the date of dispatch of the letter of acceptance of tender to the successful Tenderer. There shall be no Contract prior to the issue of a letter of acceptance.

VALIDITY PERIOD

Tenders shall remain valid for a period of sixty (60) days from the closing of tenders.

CONDITIONS OF CONTRACT

1. Extent of work
2. Scope of Work to meet Building code of Australia and NCC
3. Finishing schedules
4. Locality of where the site of works
5. Tender Enquiries – where they should be referred to
6. Contractors establishment and office workshop facility, as applicable - The Contractor shall provide and maintain an established office workshop facility. The facility shall include the following:
 - An approved workshop with equipment and capabilities sufficient to carry out work as requested under the Contract.
 - An approved office space with sufficient personnel necessary to take, record or pass on any emergency message that may be received, provide day to day information with regard to prices availability and delivery. Be sufficiently qualified to process and forward invoices for work carried out.
 - The tenderer shall be suitably qualification to carry out the work as detailed in this Specification. The tenderer's sub-contractors and their sub-contractors must have a suitable qualification and license if required, to carry out the sub- contracted work.
 - The contractor shall employ Sufficient qualified personnel employed to carry out the work as detailed elsewhere in this Specification. Due to the nature and anticipated workload of this Contract, it is envisaged that the successful Contractor shall be operating a business which employs at the least, a staff of two (2) tradesmen working from a fully equipped workshop and vehicles.
 - Tenderers for the work covered by this Specification must be experienced in the type of work specified and shall be required to offer or demonstrate proof of this experience and capability before acceptance of Tender.
 - The Contractor shall provide all general and specialised equipment, tools and materials to carry out and test the Work. It shall be the responsibility of the Contractor to be fully equipped on each attendance call.
 - The Contractor is expected to locate his own source of supply of the materials required to carry out any work under this Contract and should make satisfactory arrangements for such to be available.
7. Carrying out works
 - All repairs, maintenance and new work shall be carried out by personnel having relative trade qualifications and experience.

- It is the Contractors responsibility to ensure that all work performed under this Contract is adequately supervised by a qualified and experienced member of the Contractor's staff and to the approval of the Superintendent.
 - All work shall be completed in accordance with all the latest editions of relevant or listed Australian Standards (defined hereafter as Standards) and Codes of Practice and conforming to all requirements of the Building Code of Australia (BCA).
 - All materials, unless otherwise specified by the Superintendent, are to be new and of the highest quality and installed in accordance with the manufacturer's specifications and industry best practice.
 - The contractor shall clean the site to its original condition including reinstatements of all surfaces on completion of works.
8. Work Order Variations - Any variations from the contract documents will be managed in accordance with the contract provisions. All such variations must have prior approval and be authorised in writing by the concerned parties. WARNING The contract price may vary under this contract. The reasons for variations to the contract price include:
 - planning and building approvals.
 - a survey being required.
 - a consultant being engaged to report on the site conditions.
 - an increase in a tax, charge or levy after this contract is signed.
 - variations to the building works
 9. an adjustment for prime cost items and provisional sum items
 10. Outstanding Work - The Contractor shall submit to the Client a monthly written report detailing all uncompleted work, the progress made on each job and the expected completion date.
 11. Invoice Particulars
 - Invoices shall be submitted in accordance with the contract in the amount certified
 - All relevant sections of the form shall be completed and all scheduled and unscheduled items shall be shown separately, where applicable.
 - Invoices with any returned works order copies shall be submitted to the Client for approval for payment within thirty (30) days of completion of the work. Only invoices for completed work shall be submitted. Claims for part payment will not be accepted.
 - Should the Contractor fail to submit invoices with works order copies within the specified time, the extent and value of payment may be determined and paid by the Client
 - The Client reserves the right to inspect original invoices.
 12. Program of work - Construction program: Show the following:
 - Sequence of work.
 - Allowance for holidays.
 - Activity inter-relationships.
 - External dependencies including provision of access, document approvals and work by others.
 - Periods within which various stages or parts of the work are to be executed.
 - Time scale: Working days.
 - Updated program: Identify changes since the previous version and show the estimated percentage of completion for each item of work.
 13. Completion of the works
 - Final cleaning
 - General: Before practical completion, clean throughout, including interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces. Clean debris from the site, roofs, gutters, downpipes and drainage systems. Remove waste and surplus materials.
 14. Reinstatement
 - General: Before practical completion, clean and repair damage caused by installation or use of temporary work and restore existing facilities used during construction to original condition.
 15. Removal of plant
 - General: Within 10 working days after practical completion, remove temporary works and construction plant no longer required. Remove the balance before the end of the defects liability period.
 16. Payment for the works
 - Anticipated progress payments

- General: At commencement of the works, submit a schedule of anticipated progress claims which will be made throughout the contract. Submit a revised schedule with each progress claim.
17. Progress claims
- Break down: With each progress claim, submit a statement of amounts claimed in respect of each work section or trade heading designated in the specification.
18. Miscellaneous
- Permits: A Building Permit and an Occupancy Permit from a Building Certifier will be issued for this Project. Construct the Works in accordance with the conditions of the Building Permit, and prior to Practical Completion of the Works issue the completed Builder's Declaration and associated compliance certificates to the Client.
 - Notifiable Inspections: The Contractor is responsible for organising with the Building Certifier the required Notifiable Inspections listed on the Building Permit. Give sufficient notice so that Notifiable Inspections may be made. Where follow-up inspections are required due to non-approval by the Building Certifier, the Contractor will be responsible for organising and paying for the additional inspections.
 - Quality Assurance: Where applicable, insert hold points for the Notifiable Inspections into the inspection and test plans of the relevant trades.
 - Indemnification:
 - Dispute resolution: These refer to disagreements between contracted parties regarding payment claims (e.g. amount of money propose to be paid, full or partial payment, etc.) and should be resolved by the Project owner and Contractor initially; if all fails, in Court, as this is a breach of contract
 - Termination: If the Contract is terminated by the Owner or is terminated by the Contractor, the Contractor must refund to the Owner the Deposit (if received) less any costs reasonably incurred by the Contractor up to the date of termination of the Contract.
 - Liquidated damages: Contractor's obligations on receipt of claim for Liquidated Damages, the Contractor must within ten (10) Business Days after receiving a written claim from the Owner for Liquidated Damages:
 - pay or allow to the Owner the Liquidated Damages claimed; or
 - give to the Owner a written notice of dispute, that sets out:
 - the amount of the Liquidated Damages claimed by the Owner that the Contractor disputes; and
 - the Contractor's reasons for disputing that amount of the Liquidated Damages claimed,
 - and pay or allow to the Owner any undisputed amount of the Liquidated Damages claimed.
 - Force Majeur: will indicate that one party is excused from performing under the contract. The clause will identify that an unforeseen event occurring during the duration of the construction contract will excuse the party from performing. Such events cannot be controlled by either party, without any fault or negligence of the party that should be performing under the contract.
 - Stop Work Clause: stop-work orders may be issued for several reasons, including production or engineering considerations or changes in scope. Stop-work orders shall be issued when it is recommended to suspend work, pending a decision from the Contractor/Client or changes in scope that might affect the project duration
 - Stop Payment Clause: If there is a dispute then payment can be stopped until this is resolved
19. Completion: Prior to Practical Completion, submit a detailed schedule of defects and incomplete work to the Superintendent indicating that each item has been corrected or completed to the satisfaction of the Contractor. The Architect's Practical Completion inspection will only occur following submission of this schedule.
20. Collect the section 40 Certificates of Compliance from the subcontractors and the Final Inspection Certificate from the Building Certifier. Submit these with the Builder's Declaration to the Architect prior to Practical Completion. Practical Completion is contingent upon receipt of the Building Certifier's Occupancy Permit.

SCHEDULE — refer to contract form used

This will consist of the following details:

1. Owner Name/details
2. Contractor Name/details
3. Architect Name/details
4. Any special conditions
5. Will the owner remain in occupation
6. Contract price
7. Scope of works
8. Site of works
9. Any security required
10. Any % of contract price indications
11. Period of payment of certificates
12. Public Liability Insurance and amounts and excess
13. Contract works insurance and amounts and excess
14. Any cover fees (%) for architect or other consultants
15. Profit margin
16. Allowance for delay due to disruptive weather conditions
17. Date of practical completion
18. Commissioning tests for practical completion
19. Defects liability period for the works
20. Date of submitting progress claims
21. Interest rate on overdue amounts
22. Any official documents to be obtained by the contractor
23. Any official documents to be obtained by the Owner/Client

APPENDIX

Tender Form

Business Status

Certification

Bank Guarantee

Insurance

Declaration — Occupational, Health and Safety

Declaration — Protection of the Environment

Declaration — Public Safety and Traffic control

Knights CBI Personnel

Knights CBI — Current commitments

Knights CBI — Project History

Knights CBI — Contractors/Suppliers

Knights CBI — Machinery/Equipment

Contract draft

Bill of Quantities

Payment of Works

Deliverables

Risks

Value for Money

Building Tender Notes

Building Tender acceptance

Knights CBI Standard conditions

Organizational Process

Client Acceptance form
Amendment and Conditions to Tender/Contract

**TENDER DOCUMENTS - STRICTLY CONFIDENTIAL AND USED STRICTLY FOR
THIS COURSE STUDY ONLY**

TENDER FORM

CONTRACT NO	2023-02
CONTRACT	COMMERCIAL BUILD – CHANGE ROOMS/TOILETS RECREATION BUILDING
CLOSE DATE	15/01/2023 by 12:00pm

Tenders to be lodged to the address below:

Big Boss
Managing Director
ABC COMM COMPANY
1 STREET, ABC LAND, QLD
Australia

Tenders shall remain valid for a period of thirty (30) days from the closing of tenders.

THIS SECTION COMPLETED BY THE TENDERER – Knights CBI

I/We, the undersigned, having examined and acquired an actual knowledge of the whole of this contract document do hereby tender to perform the whole of the Works described in, and in accordance with, the document in the amount of \$1012000

\$ (One million and twelve thousand dollars including GST)

Date 15/1/2023

Name Noreen Abu-Obeid
On behalf of Knights CBI

ABN-12345678910

Postal Address Knights CBI, 123 Mystreet, Myland, QLD

Telephone 1234567

Print Name: Noreen Abu-Obeid
(Full Name of Firm/Individual): Knights CBI

Signature: NAO

Date 12/12/2022

Witness: HIM

DECLARATION

All Submitted information will be treated as confidential.

I, NOREEN ABU-OBEID (Print name), of Knights CBI (Tendering Organisation), do hereby solemnly declare and affirm the following ;

1. I hold the position of Estimator/Contracts Administrator/Project Manager, and am duly authorised by the tendering organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.
2. Neither the Tenderer nor the Tenderer's Agents have entered into any contract or agreement to offer payment of any kind to a trade association, representative of the Superintendent or representative of the Client in the event of a winning tender by this Organisation.
3. Neither the Tenderer nor the Tenderer's Agents have had any knowledge of the price of tenders submitted by it's competitors nor did the Tenderer furnish the price of the enclosed tender to any source external to the Tendering Organisation prior to the close of the tender date as specified within this Contract.
4. Neither the Tenderer nor the Tenderer's Agents have entered into any contract or agreement to offer payment of any kind to an unsuccessful Tenderer in the event of a winning tender.
5. The Tenderer is not aware of any facts which would affect the decision of the Client in accepting the tender nor has the Tenderer attempted to acquire information relevant to the tender award process by soliciting the Client or their Representatives
6. Neither the Tenderer nor the Tenderer's Agents have entered into any agreement with other Tenderers or third party which results in a payment of unsuccessful Tenderer's fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.

I make this solemn declaration as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Tenderer : NAO Subscribed and declared at : Knights CBI on This : 12th Day of December
(Year)2022

Witness: HIM

BUSINESS STATUS

Company Name: Knights CBI
ABN-12345678910
Directors – xyz
Project manager – Noreen Abu-Obeid
Estimator/Contract administrator – Noreen Abu-Obeid
Postal Address: Knights CBI, 123 Mystreet, Myland, QLD
Telephone 1234567

CERTIFICATION

I certify on behalf of Knights CBI (the Tenderer), that to the best of my knowledge:

- none of the Proprietors, Directors, Managers have ever been bankrupt or a Director, Manager or Secretary of a Company that is being or has been wound up (whether voluntary or otherwise), and;
- the business is not trading under:
 - an arrangement and/or reconstruction (ie. restructuring a public company)
 - receiver and management
 - official management
 - an arrangement with creditors without sequestration (ie without the proprietors being made bankrupt)

Signed: NAO

Date:15/1/2023

For: Knights CBI

Position Held: Estimator/Contract administrator/Project Manager

BANK GUARANTEE REQUIREMENT

All submitted information will be treated as confidential

Under the General conditions of the Contract for this Project, the progress payments issued by the Client to the Tenderer, Knights CBI, will be made on a monthly basis

PARTICULARS OF TENDERERS

Name of Tenderer	Knights CBI
Address	123 Mystreet, Myland, QLD
Phone	1234567
Name of Client	ABC COMM COMPANY
Contract Description	COMMERCIAL PROJECT – Change rooms recreation building
Project Duration (months)	Six months
Tender Price	\$1012000
Monthly expenditure	\$168666.70

Financial Institution to complete information below:

Name of Financial Institution	Big Bank
Branch	Mid town branch
BSB	012345
Account	67891011
Phone	007

I, Mr Banker (name of Bank representative), based upon the information given above in addition to that information available to the financial institution, believe Knights CBI (the Tenderer) is capable of meeting the financial requirements of this project.

Signature: *Banker*

Witness: Mr Goodeye

Date: 11/01/2023

INSURANCE

WORKERS COMPENSATION

POLICY NUMBER - 456

NAME OF INSURER - DEF

DATE OF EXPIRY – 1/1/2025

PUBLIC LIABILITY – 10M

POLICY NUMBER - 789
NAME OF INSURER -GHI
DATE OF EXPIRY – 1/1/2025

Signed: NAO
Date:15/1/2023
For: Knights CBI
Position Held: Estimator/Contract administrator/Project Manager

DECLARATION – OCCUPATIONAL, HEALTH AND SAFETY

The Tenderer must complete and submit with tender. All information will be treated as confidential.

I, Noreen AO (name), of Knights CBI (Tenderer organization), have read and understood 'Conditions of Tendering' as provided below:

The Contractor shall:

- (a) Comply with all requirements of the contract and all statutory requirements for Occupational Health and Safety.
- (b) Ensure that each of its Subcontractors and Workers comply in like manner.
- (c) Demonstrate to the Client whenever requested that requirements of the contract and statutory requirements for Occupational Health and Safety are being met.

The tenderer shall certify on the form provided that safety requirements of the works undertaken in the contract and statutory requirements for Occupational Health and Safety are capable of being met.

Where inappropriate or inadequate provision of Occupational Health and Safety Management by the Contractor or Contractor's subcontractor results in costs, losses or damages incurred by the clients or claims by third parties against the client for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration and legal costs incurred by the Client in resolving such claim.

I declare and affirm that the Contractor shall fully comply with 'Conditions of Tendering' clause.

Signature: NAO
Date: 10/1/2023

DECLARATION – PROTECTION OF THE ENVIRONMENT

The Tenderer must complete and submit with tender. All information will be treated as confidential.

I, Noreen AO (name), of Knights CBI (Tenderer organization), have read and understood 'Conditions of Tendering' as provided below:

The Contractor shall;

- a) Comply with all statutory requirements and accepted current practices for Environmental management.
- b) Comply in every respect with the Erosion and Sedimentation Plan pertaining to this contract.
- c) Ensure that each of its subcontractors and Workers comply in like manner.

All work shall be carried out in such a manner as to avoid nuisance and/or damage to the environment. The Contractor shall comply with the requirements of the conditions of approval imposed by the Local Government Act, Environmental Offences and Penalties Act and the Water Act. No variation in costs or extensions of time will be considered due to these requirements.

The Contractor shall plan and carry out the Works to avoid erosion, contamination and sedimentation of the site and its surroundings.

Herbicides and other toxic chemicals shall not be used on the site without the prior written approval of the Client.

No noise or smoke or other nuisance, which in the opinion of the Client is unnecessary or excessive shall be permitted by the Contractor in the performance of the works under this Contract. Should work outside customary working hours be approved, the Contractor shall not use, during such period, any plant, machinery or equipment which in the opinion of the Client is causing or is likely to cause a nuisance to the public. No noisy works and/or works likely to disturb nearby residents shall be undertaken during the hours precluding such activity as specified by Council in accordance with the requirements for development consent and building approval made under the Local Government Act and appropriate Noise Legislation.

The Contractor shall ensure that fugitive dust from disturbed areas is minimised by a method approved by the Client.

I declare and affirm that the Contractor shall fully comply with 'Conditions of Tendering' clause.

Signature: NAO
Date: 10/1/2023

DECLARATION – PUBLIC SAFETY AND TRAFFIC CONTROL

The Tenderer must complete and submit with tender. All information will be treated as confidential.

I, Noreen AO (name), of Knights CBI (Tenderer organization), have read and understood 'Conditions of Tendering' as provided below:

The Contractor shall provide Traffic Management Plans and erect all necessary fences, barricades, warning lights as may be necessary for the protection of the works and the safety of the public and vehicles all to conform to Australian Standard AS 1742.3 - 1996. Road notices, speed restriction signs, flagman etc., shall be provided and maintained to the satisfaction of the relevant Traffic Authority.

If the Contractor fails after notification in writing to carry out the requirements of this clause, the Superintendent shall have the power to have the work carried out at the Contractor's expense. The cost thereof will be deducted from any moneys owing to the Contractor under this Contract.

I declare and affirm that the Contractor shall fully comply with 'Conditions of Tendering' clause.

Signature: NAO
Date: 10/1/2023

Knights CBI PARTICULARS - PERSONNEL

The Tenderer must complete and submit with tender All Submitted information will be treated as confidential Provide the names of all key personnel who will be engaged by the contractor in the execution of work covered by this contract.

CONTRACTOR – FAO

Qualifications – Diploma in Building and Construction and Building Licence

KEY PERSONNEL

Name FA

Company role Site supervisor

Years of experience 10
Qualifications Dip in Bldg

Name SB
Company role Leading Hand
Years of experience 8
Qualifications Dip in Bldg

Knights CBI PARTICULARS – CURRENT COMMITMENTS

The Tenderer must complete and submit with tender
All Submitted information will be treated as confidential

List current projects Knights CBI is engaged in or committed to
Project name: Comm office
Client: COMM OFF COMPANY
Contact details: Mr Leader
Site address: 222 Comm Street, QLD
Contract amount: \$1500000
Estimated completion: 20/2/2023
Description of works: Commercial offices, gym, showers, change rooms, toilet and lockers

Knights CBI PARTICULARS – PROJECT HISTORY

The Tenderer must complete and submit with tender All Submitted information will be treated as confidential
List current projects Knights CBI has completed in the last 10 years
Introduction: We are a fully licenced family business who prides itself on its family culture and an Australian master builder over the past decade. Our team has the local knowledge, skills, experience, technical expertise and capacity to deliver value and quality in projects we undertake. Our Projects consists of high-quality renovations, alterations, extensions, new builds to the needs of our customers and offer high standards for safety, quality and integrity. And we take pride in that we understand the skills, knowledge and expertise needed for the project, by understanding properly the information related to the evaluation criteria in place and reflect the procurement's level of complexity
Project name:
Client:
Contact details:
Site address:
Contract amount:
Duration of project:
Description of works:

Knights CBI PARTICULARS – PRIOR TERMINATION OF PROJECTS

The Tenderer must complete and submit with tender All Submitted information will be treated as confidential
Has Knights CBI ever failed to complete a Project? No
If Yes (Y), provide details: N/A

Knights CBI PARTICULARS – SUBCONTRACTORS/SUPPLIER REGISTER

The Tenderer must complete and submit with tender All Submitted information will be treated as confidential
Details of selected subcontractors/Suppliers expected to use to execute the Works under the terms of this contract

CONTRACTOR/SUPPLIER	CONTACT DETAILS	DESCRIPTION OF WORKS/MATERIALS
Builder	0123	As per contract
Carpenter	1456	As per contract
Electrician	0789	As per contract
Plumber	0456	As per contract
Tiler	1234	As per contract
Concreter	5678	As per contract
Plasterer	9101	As per contract
Painter	1213	As per contract

Knights CBI PARTICULARS – MACHINERY/ EQUIPMENT

The Tenderer must complete and submit with tender All Submitted information will be treated as confidential Details of Major Equipment and Machinery proposed to execute the Works under the terms of this contract

MAKE/MODEL	DESCRIPTION	OWNED/LEASED
Hoist 3m 450kg	For lifting	Leased

CONTRACT

TYPE: Lump sum, Commercial contract
Contract Price \$1012000

PLANS/DRAWINGS: Project plans (including construction drawings), specifications and project tender documentation you used as basis in drafting the Tender Preparation Document in Task 4 – As stipulated in attachment table - Please refer to submission under Task 1, 4 and 6 (not attached in this folder due to space issues in the system. Thank you). This would be attached as part of the Appendix in this document

SCOPE OF WORKS:

Demolish existing building make site good then construct new change rooms and toilets as per scope and drawings provided.

DESIGN PHASE

- Demolish existing building and construct a new building.
- Your tender submission for the initial design must be based upon the concept drawing proposal.
- Consult with planning authorities to determine constraints
- Liaise with Power and Water and sewer connection during design phase
- Obtain planning permit required if require.
- Obtain Building permit
- Obtain AAPA clearance required.
- Obtain heritage approval required if require.
- Certification for drawings (Electrical, Plumbing, Structural, Glazing) as required from certifier.
- Ensure all OHS policies and procedures are followed
- Risk assessment
- All works to be to the latest Australian Standards and Building Codes of Australia

CCTV SYSTEM REQUIREMENTS

- A CCTV system to monitor all external building entry points to the facility.
 - System must be compatible with Digifort systems.
 - Have the capability of multiple remote access to all sites
 - To program multiple user's with invigilate rights
 - System must be remotely accessible from server via 4G mobile network.
 - Camera must have a minimum capability of Day/night 100 Meter Infra-red 8 Mega pixel.
 - Communicate alarms to telecommunication network.
 - Advanced reporting and site research capabilities.
 - Must have proven resources available to remotely change ,program analytics
 - Remote access for copying of footage and system maintenance.
 - Office capabilities to remote camera checks and produce camera conditions and system reports
 - Recording system must be able to operate -5 to +65
- ELECTRICAL REQUIREMENTS
 - Power points in Bar/ Canteen - there are 4 x Double GPO's in each room. (8 x double GPO's)
 - Power in Office - 2 x Double GPO's
 - Power in Referee's Room - 2 x Double GPO's (4 x double GPO)
 - Power in Medical room - 2 x Double GPO's (4 x Double GPO)
 - Power in storage - 2 x Double GPO's for each area.
 - Power in each change rooms - 2 x Double GPO's if possible. (4 x double GPO)
 - Lighting to be suitable and meet standard requirement.

CONSTRUCTION PHASE

- Liaise with Power, Water and sewer connection during construction phase
- Certification (Electrical, Plumbing, Structural, Glazing) as required.
- Demolish existing building.
- Construct new building as per design drawing from engages architecture/Engineering Consultant firms.
- Provide construction programme and weekly report to client
- Demolish existing building and construction change rooms, toilets and canteen room, to be constructed at 123 Commercial St, QLD includes but is not limited to the following:
 - The erection of temporary fencing and gates around the construction site and the site office. The temporary fencing and gates are to be removed prior to handover of the works.
 - Locate and mark all underground services in the proximity of the proposed works.
 - The demolition and removal of all redundant services in the construction area. Retain all required service connection points for reuse.
 - The preparation of the building pad.
 - The extension and connection to existing water, power and sewer main. Liaise with Power and Water authority and the works to be carried by credits licence contractors/sub- contractors.
 - The design and certification of the Hydraulic trade.
 - The commissioning of the new services.
 - The installation of new concrete paving around the new building.
- Final clean up - General: Before practical completion, clean throughout, including interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces. Clean debris from the site, roofs, gutters, downpipes and drainage systems. Remove waste and surplus materials
- Removal of plant and temporary materials - General: Within 10 working days after practical completion, remove temporary works and construction plant no longer required.
- Commissioning test for practical completion – Electrical services

- Knights CBI will provide Traffic Management Plans and erect all necessary fences, barricades, warning lights as may be necessary for the protection of the works and the safety of the public and vehicles all to conform to Australian Standard AS 1742.3 - 1996.

SPECIFICATIONS			
EXTERNAL FINISHES			
LOCATION	MATERIAL	FINISH	COLOUR
Roof sheeting	Custom Orb	Colourbond	Surf mist
Flashings, cappings & trims	Sheet metal	Colourbond	Surf mist
Walls	Face blockwork	Wattyl poly U anti-graffiti	Sandstone
Lattice	Steel	Colourbond	Classic cream
Exposed structural steel	Steel	Exterior full gloss latex	Dulux Goanna grey PG2C8
Door frames	Pressed metal	Exterior full gloss latex	Dulux Goanna grey PG2C8
Doors	Sealeck Primaguard	Colourbond	Classic cream
Gates	Steel	Exterior full gloss latex	Dulux Jodhpurs P14F1
Paving	Concrete	Broom finish nitofloor FC100	Clear
INTERNAL FINISHES			
Floor	Concrete/Oxide	Polished	Oxide: Charcoal Epirez primer 123 and 2 coats of Eziseal Clear
Walls	Face Blockwork /Wall tiles 150 x 150mm x 6mm	Wattyl poly U anti-graffiti / ceramic	Sandstone/clear / white
Toilet Partitions	Compressed fibre cement	Polyurethane paint	Charcoal
Door frame	Pressed metal	Low VOC full gloss latex Bourne	Dulux Goanna Grey PG2C8
Timber door	Solid core	Low VOC full gloss latex Bourne	Dulux Jodhpurs P14F1
Fixed Furniture	Benchtop	2 pack polyurethane	Dulux Jodhpurs P14F1
	Steelframe	Powder coat	Charcoal
	shelf	melamine	white
FIXTURES			
Female toilet	Toilet suite	Britex Grandeur Pan 6/3 Litre flush	

	Wash trough	Britex Pattern Trough No. 3	
Female accessible tooilets	Toilet suite	Britex Grandeur Disabled	
	Grab rails	To comply with AS 1428.1	
Baby change	Hand basin	Britex HBS hand basin single tap hole	
cleaner	Cleaners sink	Caroma Vitreous China on bolt on brackets	
Male toilet	Toilet Suite Wash Trough Urinal	Britex Grandeur Pan 6/3 Litre flush Britex Pattern Trough No. 3 Britex Water Saving Urinal x 6	
Male accessible toilet	Toilet suite	Britex Grandeur Disabled	
	Grab rails	To comply with AS 1428.1	
tapware	Caroma and chrome plated		
Cover plates	Where exposed water lines emerge from wall, floor or ceiling finishes, provide cover plates of non-ferrous metal, finished to match the pipe, or of stainless steel	Pipe diameter: Up to 20 mm: plate = 65mm 21 mm to 50 mm: plate 100mm And Larger than 50 mm: 50mm larger than pipe	

- **Concrete**

Concrete Class to AS 1379 with grout S20 and N25 strength 20 MPa and structural concrete 25MPa with cement content 300kg/cubm

External Concrete Finish:

Broom finish: When most of the water glaze or sheen has disappeared and before the concrete becomes non-plastic, texture the whole surface of the pavement at right angles to the direction of the placing of the concrete by means of coarse brooms at least 500 mm wide with bristles of nylon or flexible wire. Wash brooms regularly to remove slurry.

Joints and edges: Finish with a jointing tool.

Finished pavement surface: Provide a surface uniform in appearance and free from depressions in which water can lie, with an average texture depth of 2 to 2.5 mm.

Internal Concrete Finish: Polished Concrete coated with Epirez primer 123 and 2 coats of Eziseal Clear Topcoat complete with glass beads between top coats

- **Structural Steel**

- o Materials And Components

- Materials generally: To AS 4100 Section 2. Cold-formed sections: To AS/NZS 4600.

- Grade 300+

- Protective coating schedule to AS 1627 inorganic zinc silicate

- **Masonry**

Concrete masonry units to AS/NZS4455, blockwork with standard 200 series

Grading 20

Mortar joints finish – rodded and mortar mix 1:1:6

- **Roofing**

Use a proprietary system of preformed sheet and purpose-made accessories. Design and installation: To AS 1562.1 and to manufacturer's instructions.

Material: Proprietary item:

Thickness: Finish: Colour:

Metal roof sheeting Lysaght Custom Orb

0.48mm BMT

Colorbond

Refer to Finishes Schedule

- **Cladding**

- o Metal Cladding

Provide a proprietary system of prefinished profiled metal cladding complete with accessories, trim and flashings.

Proprietary item: Gramlat Lattice

Finish: Colorbond

Colour: Refer to Finishes Schedule.

Trim: Standard proprietary trims.

- **Doors**

- o SEALECK Doors

- Proprietary Item: Sealeck Primaguard Door

- Installation

- Fit doors with an even tolerance of 2 to 3mm to the frames.

- Door thickness: 42 mm.

- **Hardware**

o Hardware Fixtures

GRAB RAILS

Type: Stainless steel grab rail standard to AS 1428.1.

Size and location: Shown on drawings.

TOILET ROLL HOLDERS

Proprietary item: Britex Stainless Steel Jumbo Toilet Roll Dispenser

Location: Adjacent to each WC.

PAPER TOWEL DISPENSERS

Proprietary item: Air Towel PTDRSS-A4093

Location: Adjacent to each Hand Basin or Wash Trough.

TOILET SHELF BRACKETS

Proprietary item: Lanes 'Strongline' no. 355 - 200 x 150 mm white. Fixing: Screw fix to wall at 600 max crs.

- **Partitions**

o Toilet Cubicles

Description

Provide a proprietary cubicle system complete with doors and hardware

Partition System

SYSTEM: Partitions consisting of divisions, fronts, nibs and doors made from compressed fibre cement sheets with the necessary fixings and hardware, fixed where shown on the drawings or specified.

Proprietary Item: Kyissa K4 Partition Systems.

PANELS: Factory prefinished double faced compressed fibre cement sheets with square stone cut edges ground smooth and arrised, slightly nosed.

DIVISIONS: 18 mm thick in two sections joined horizontally with stainless steel threaded dowels and finished flush.

HEIGHT OF DIVISIONS OFF FLOOR: 150

FRONTALS: 18 mm thick compressed sheet fixed to floor with 55 mm x 6 mm diameter threaded stainless steel dowels and epoxy adhesive.

JOINTS: Join divisions to frontals with proprietary PVC trims screwed and epoxy adhesive fixed to the frontals and epoxy adhesive fixed to the divisions.

FIXING: Fix divisions and nibs to walls with threaded stainless steel dowels at 300 mm centres and epoxy adhesive.

HEAD CHANNEL: Aluminium channel continuous across fronts and screw fixed to tops of fronts and nibs. Form the channel into a box section over doorways by snapping in a mating channel insert.

FINISH: powder coated

DOORS: 18 mm thick high moisture resistant medium density fibreboard (HMR MDF) with hardware fixing holes completed before application of 2 pack polyurethane finish.

FINISH: Factory finished 2 pack polyurethane to APAS 2911 to give a high gloss long lasting finish.

COLOUR: Refer to the Finishes Schedule.

FURNITURE: Satin finished stainless steel sets consisting of:

- – Gravity Hold Open Hinges
- – Door privacy indicator with emergency access
- – Bumper and Staple
- – Rubber tipped bumper and coat hook.

Proprietary Item: Lincoln Sentry washroom partition hardware.

- **Benchtops**

Paint finish benchtops

Material: 32mm thick moisture resistant HMR MDF laminate finish.

Finish: 2 Pack Polyurethane paint.

Colour: Refer to the FINISHES SCHEDULE.

Installation: Scribe to walls. Fix to carcass at not less than twice per 600 mm length of benchtop.

Joint sealing: Fill joint with sealant matching finish and clamp with proprietary mechanical connectors.

Splashbacks / ceramic tiles

- **Waterproofing Wet Areas Standard**

To AS 3740 and to the requirements of the BCA.

Membrane

Use a proprietary liquid applied or sheet membrane. Use suitably qualified applicators. Floor wastes: Turn membrane down onto the floor waste puddle flanges, and adhere. Curing: Allow membrane to fully cure before tiling.

PRELIMINARIES

General conditions – all builders/tradespeople on site to be licenced appropriately

Site temporary works - Temporary works: Provide and maintain required barricades, guards, fencing, shoring, temporary roadways, footpaths, signs, lighting, watching and traffic flagging.

Site Accessways, services: Do not obstruct or damage roadways and footpaths, drains and watercourses and other existing services in use on or adjacent to the site. Determine the location of such services.

Site and Property: Do not interfere with or damage property which is to remain on or adjacent to the site, including adjoining property encroaching onto the site, and trees.

BILL OF QUANTITIES

Material	Description	Measurement of material	Unit price	Total price
Stud frame	258	sqm	\$60	\$15480
Insulation	258	sqm	\$14	\$3612
Plaster board	516	sqm	\$40	\$20640
Paint	516	sqm	\$10	\$5160
Skirting	96	sqm	\$16	\$1536
Modifications/Hoist	78	sqm	\$100	\$7800
Sliding door	6	pcs	\$7000	\$42012

Support frame for change table	6	pcs	\$600	\$3600
Supports for ceiling hoist	6	pcs	\$3200	\$19200
Non slip vinyl flooring	78	sqm	\$130	\$10140
Coved skirting	78	sqm	\$30	\$2340
Vinyl splashback to basin, WC and shower	60	sqm	\$120	\$7200
Prepare substrate	78	sqm	\$100	\$7800
Hoist	3	pcs	\$10700	\$32100
Adjustable height change table, 1800mm long with side safety rail	6	Pcs, mm	\$13100	\$78600
Change table wipe dispenser	6	pcs	\$235	\$1410
800 – 900 mm horiz changing rails	12	Pcs, mm	\$500	\$6000
Hand dryer	6	pcs	\$500	\$3000
Sanitary disposal bin	8	pcs	\$200	\$1600
Incontinence pad disposal bin	6	pcs	\$200	\$1200
Soap dispenser	16	pcs	\$200	\$3200
Mirror 600x950mm	6	Pcs, mm	\$600	\$3600
Retractable privacy screen 1900 mm	8	Pcs, mm	\$2300	\$18400
Soap dish	6	pcs	\$80	\$480
Clothes hook	18	pcs	\$100	\$1800
Large sling hook	6	Pcs	\$200	\$1200
Shelf 500x200mm	12	Pcs, mm	\$200	\$2400
TOTAL ESTIMATED COST OF MATERIAL /SUPPLY				\$301510

Relevant construction works/services	Description/scope	Unit price	Total price
Labour for framing	Interior walls, framed exterior walls, flooring framing and sub-floor, wall sheathing, roof sheathing, block and bracing, trims, windows, doors soffits, interior and exterior finishes 120 hrs	\$65	\$7740
Labour for Insulation	Installation of insulation to cover all exterior walls, ceilings, caulked to all perimeters and joints to provide sealing, install batt insulation to all exterior frame walls, to both sides, to	\$42	\$1720

	roof areas, to box joist ends, install vapor barrier sealed, install sealant and caulk to the inside of all the exterior window and door frames 40 hrs		
Labour for Plaster board	Wall finish to standard and prep ready for interior finishing and paint as per specs, scraped, swept, sanded as prep, ceiling to be finished accordingly, all windows to have finished beading as required, all ceiling to have cornice for 187 hrs	\$55	\$10320
Labour for Paint	Paint as per requirements and finishing schedule, prepare and remove all dirt, debris from substrate, fill holes, cracks, gaps if required, paint all applications as per specification and standards to all plasterboard ceilings, walls, doors, door frames, windows frames as required, skirting and external as required for 57 hrs	\$45	\$2580
Labour for Skirting	Refer to framing/carpentry scope of works for 16 hrs	\$50	\$800
Labour for Modifications	Modify and instal as per requirements for 52 hrs	\$75	\$3900
Labour for fittings and fixtures	Installation of all fixtures as per manufacturers recommendation or as per schedule for 300 hrs	\$70	\$21000
Plumbing services	Accessible WC including backrest and drop-down rails Hand basin with integrated shelf Basin mixer Floor waste grate Floor preparation, core hole, screed and regrade Soil waste, vents and connect to perimeter wall Cold water reticulation Hotwater unit and reticulation Connection	\$3,500 \$1,000 \$600 \$200 \$2,000 \$2,700 \$1,000 \$1,800 \$675	\$21000 \$8000 \$3600 \$1800 \$18000 \$16200 \$13000 \$10800 \$4050
Electrical services	Upgrade existing switchboard/EWIS panel Lighting Power Emergency lighting EWIS and fire detection Connection	\$1,200 \$3,000 \$1,700 \$500 \$1,000 \$500	\$7200 \$11100 \$10200 \$30500 \$6000 \$10300
Mechanical services	Exhaust ventilation to outlet outside wall Minor modification for AC system Testing and commissioning Connection	\$2,800 \$1,600 \$500 \$245	\$21778 \$9600 \$3000 \$10470

Preliminaries, supervision, insurances, design and construction contingencies	Preliminaries, supervision, insurances, contracts, warranty, design and construction contingencies	\$275832	\$275832
Signage, toilet, water, facilities	Signage, toilet, water, facilities, storage	\$78000	\$78000
TOTAL ESTIMATED COST OF CONSTRUCTION WORKS/SERVICES			\$618490

TOTAL SUM OF THE PROJECT

TOTAL ESTIMATED COST OF MATERIAL /SUPPLY	\$301510
TOTAL ESTIMATED COST OF CONSTRUCTION WORKS/SERVICES	\$618490
Subtotal	920000
GST 10%	92000
TOTAL COST OF THE PROJECT	1012000

PAYMENT OF THE WORKS

Anticipated progress payments

General: At commencement of the works, submit a schedule of anticipated progress claims which will be made throughout the contract. Submit a revised schedule with each progress claim.

These will be paid on a monthly submission basis, as agreed of \$84333.40

DELIVERABLES

Knights CBI will deliver the Project within 60 days of commencement of Project

It shall be the responsibility of Knights CBI to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this contract and to prepare for every contingency that may arise. It is further understood that just provision for these contingencies have been accounted for, implicitly or explicitly within the lump sum price submitted.

All work shall be completed in accordance with all the latest editions of relevant or listed Australian Standards (defined hereafter as Standards) and Codes of Practice and conforming to all requirements of the Building Code of Australia (BCA).

All materials, unless otherwise specified by the Superintendent, are to be new and of the highest quality and installed in accordance with the manufacturer's specifications and industry best practice.

Completion: Prior to Practical Completion, submit a detailed schedule of defects and incomplete work to the Superintendent indicating that each item has been corrected or completed to satisfaction

RISKS

Risk	Probability (likely/mod/unlikely)	Impact	Severity (min/mod/catastr ophic)
Breach of contract	Likely	When a breach of contract occurs, the construction project may be suspended until both contracted parties come to a decision or an agreement. This can be sorted in person, in house and /or in courts.	Minor
Project delay	Likely	Project delays extend the overall duration of project activities and entail an increase in project costs. This can lead to increased cost, increased timeframe and sometimes termination of contracts	Catastrophic
Payment disputes	Likely	Payment disputes could lead to delays in the project since contracted parties might need to arrive at an agreed decision before project operations can proceed, as sometimes certain costs cannot be met causing further delays.	Catastrophic
Delay in progress payment	Likely	Delays in progress payment cause delay in project progress, affecting the schedule of work and leading to cost overrun and extension of time.	Catastrophic
Extension of Project completion dates	Unlikely	When materials are not delivered on time, the schedule for tasks are delayed in turn the overall cost of the project increases.	Minor
Weather	Unlikely	Weather conditions like storms, high wind, rain, severely hot to cause heatstroke's can cause project delays and ruin equipment	Moderate
Labour shortages	Unlikely	Shortage of labour affects the scope and quality of work as we could be forced to hire underqualified workers or less qualified workers, due to the need and demand.	Catastrophic
Failure to anticipate labour costs	Unlikely	Failure to anticipate labour costs will lead to additional costs to be able to pay for those hired for the project. This could lead to an overall increase in the project cost.	Catastrophic
Failure to anticipate material costs	Likely	Failure to anticipate material costs will lead to additional costs to purchase the necessary construction materials and can lead to an overall increase in the project cost.	Catastrophic
Funding shortfalls	Unlikely	Funding shortfalls will lead to the allocation of additional costs for	Catastrophic

		the funding the project. This would increase the overall cost of the project. Also processing requests for additional budget can take time therefore delaying the project completion date.	
Funding levels	Unlikely	Not appropriately funding correctly for materials and labour can lead to moving finances around and as the project progresses, this will cause project delays as particular areas are being affected.	Catastrophic
Industrial disputes	Unlikely	Industrial disputes through misunderstandings of contract/tender details or miscommunication can lead to a breach of contract if not addressed. This could lead to the suspension of the construction project, and ultimately the delay of the project.	Catastrophic
Risk of non-performance of key players	Unlikely	When key players do not perform according to their responsibilities as delegated, then dire consequences including forced termination may occur and forced to then hire new ones for replacement. This may require time, and this would affect the project timelines and cost.	Catastrophic

THE VALUE FOR MONEY

Value for money is the effective, efficient, and economic use of resources, which requires an evaluation of relevant costs and benefits along with an assessment of risks and nonprice attributes which we bring to the project including the building workmanship, materials of construction, labor and profit of contractors and subcontractors. We demonstrate this by sharing our Cost Effectiveness Analysis, Cost Utility Analysis, Cost Benefit Analysis, Risk and how we will mitigate them and Efficient resource analysis. This will assist us in delivering the Project within time and budget.

BUILDING TENDER NOTES

NOTES TO TENDER – Conditional Offer:

This Tender is subject to:

- the Client entering into a Building Contract with Knights CBI;
- the Client entering into a preliminary agreement for early services and
- the Client entering into a contract for scope of works

occurring within 30 days from the date of this Tender.

The Client acknowledges that there has been no allowance made by Knights CBI for additional works which has not been expressly identified or detailed in this Tender.

The following items must be attended to, and necessary documents provided to Knights CBI after acceptance of the Tender;

- The Client must complete and sign and return back to Knights CBI, the letter of authority to commence construction (Authority to Commence) and the Client must provide evidence satisfactory to Knights CBI of its capacity to pay.
- There shall be no Contract prior to the issue of a letter of acceptance.

BUILDING TENDER ACCEPTANCE

1. I/We acknowledge that I/we have read and understood the Tender, including the standard conditions and home inclusions and that I/we have discussed it with a representative of Knights CBI
2. I/We understand that this Tender is subject to and conditional on a Building Contract being entered into by me/us and Knights CBI and that this Tender will form part of the Building Contract and its conditions.
3. I/We accept that the amount identified in this Tender is only valid if:
 - a. I/We enter into an unconditional Building Contract with Knights CBI within the 30 days.
 - b. If for any reason out of the control of Knights CBI a Building Contract is not entered into within this time, the price may be reviewed
4. I/We enter into a Preliminary Agreement with Knights CBI for early services.
5. I/We hereby instruct Knights CBI to complete associated construction documentation on my/our behalf under and pursuant to the Preliminary Agreement.
6. I/We will make payments to Knights CBI, when required as per the contract and building agreement
7. I/We acknowledge that the copyright on all plans and sketches designed and or prepared by Knights CBI remain the property of Knights CBI and nothing in this agreement gives the right to me/us to use or copy any part of plans and sketches or to license anyone else to use or copy plans and sketches without the prior written consent of Knights CBI
8. I/We acknowledge that I/we have read and understood above points 1 to 8 and I/we accept the tender price and conditions.

Client Signature

Date

Client Signature

Date

KNIGHTS CBI STANDARD CONDITIONS OF CONTRACT

The Client acknowledges acceptance of the following standard conditions and requirements.

1. Finance may be required, and the client acknowledges that if finance is needed for the scope of works, they will submit a formal loan application within 5 days of this quotation being accepted.
2. The client will endeavour to provide Knights CBI with evidence of their formal loan approval within 10 days of acceptance of this tender, which demonstrates the client has sufficient funds to complete the purchase.

3. Contracts and Building Agreements provided to the client are signed and returned within 7 days to Knights CBI once the finance condition is satisfied.
4. Payment of initial \$1,000.00 deposit towards the reserving the job.
(Note 1: Payment of 10% of the Building Contract value is required once finance is approved or invoiced by Knights CBI, as deposit.
Note 2: The balance of payment will proceed as progressive payments as per the Contract
5. Loan documents are to be signed by the clients in accordance with their lender's instruction, and once available provide Knights CBI with the lender's written 'Authority to Commence' to ensure that construction proceeds in accordance with the terms of the Contracts.
6. It is acknowledged by the client and Knights CBI that this is a fixed price building quotation for specific works and inclusions noted within the quotation. Unless otherwise stated within this building quotation variations will be undertaken as an additional charge and will be documented and agreed by both parties prior.
7. It is acknowledged by the client that no plan changes, variations and/or colour selections will be accepted with this Building Contract. (In exceptional circumstances where any changes are accepted by Knights CBI the client will incur a minimum \$400.00 administration fee in addition to the cost of any materials required to comply with the plan change, variation and/or colour selection.)
8. Knights CBI do not permit the use of client supplied items and/or labour, unless agreed upon by both parties prior.
9. The work be carried out under the Contract for 123 Commercial Street, QLD as per scope of works

ORGANIZATIONAL PROCESS

PROCUREMENT PROCESS

This involves:

- After the tendering process is complete and selected
- Create and submit a purchase request
- Procurement planning and selection of type of procurement route – considerations that may affect the selection of a procurement route and look for speed, cost, quality, any constraints, risks, ownership and financing abilities
- Identify suppliers
- Requisition review
- Negotiate terms of contract with selected supplier
- Solicitation process
- Evaluation and contract
- Finalize the purchase order
- Order management
- Invoice approvals and disputes
- Record keeping

PROCUREMENT PROCEDURE

This involves:

- In selecting the appropriate type of procurement route for the project involved, mainly contractor led or design and build, lump sum contracts, management contracts, etc
- After recognizing the need for the product or services and consulting with the appropriate team and/or procurement managers, a budget will be set and spending assessed
- A purchase request is submitted and reviewed. Once approved it becomes a purchase order

- Assess and select appropriate vendors that meet the key requirements. Send a request for quotation to the various vendors, so that the procurement team can compare the prices and select the appropriate option. This does not only include prices, but also check if the vendor can offer good communication, have good company ethics, are accountable and have good production capabilities. Ensure building good relationships with the supplier as this unlocks better savings, service and delivery gaining maximum value in the long term
- Negotiate contracts with the selected vendor. You must outline and agree to pricing as well as details like delivery schedules, specific terms and conditions.
- After the final contract is approved then finalize the purchase order ensuring it contains the total costs/price, detailed description of the goods/services, the quantity and any other specific terms and conditions
- Once goods/services delivered, a responsible person(s) should check that all standards have been met including delivery times/deadlines, product quality, product quantity. If any issues are noted, then one can reject the delivery and discuss solutions with the supplier. Clear communication with the vendor is key in the event of any delivery problems

BILLING PROCESS

This involves:

- Send invoices to client as per contract agreement and on time
- Ensure invoices are clear and accurate
- Practice short payment terms unless agreed on contract terms
- Encourage early payment and penalize late payments
- Follow-up on invoices
- Ensure contracts cover penalties on late payments and back charges where applicable
- Ensure good record keeping is maintained

BILLING PROCEDURE

This involves:

- This indicates the sale or supply from the business to the client
- Ensure invoices are clear and accurate including dates, names, addresses of both parties, description of goods/services, price and quantities and terms of payment
- Ensure to check contractor/subcontractor hours worked and priced accurately by verifying the work, scope of works as per their contract document and checking for any double payments made. Where required you may request for supporting documentation for the records
- Send invoices on a timely manner
- Ensure to state the terms or credit terms on the invoice and prevent longer payment terms as this can lead to higher debt ratios affecting the company's finances
- Encourage early payment and penalize late payments
- Follow-up on invoices in a timely manner as these can easily get missed, lost in a pile with other invoices or forgotten. Follow up with phone calls or emails and keep a record of the same, for future references.
- If invoices are unpaid, ensure to follow up or make payment demands and take action accordingly as they may have breached the contract

COMMUNICATION PROCESS

This involves:

- Verbal communication in person or phone

- Nonverbal communication in texts or signs or signals
- Written communication via email or write ups
- For any Projects, establish a communication chain of command that is easily identifiable in contracts for any communication between the client, ourselves and any other third parties involved eg) engineer or architects
- Ensure to choose the right communication method for relaying the message
- Methods of communication for specific tasks and information sharing should be established early on in the project and agreed upon by all stakeholders.
- Listen carefully
- Avoid confusion, be clear and concise and professional

COMMUNICATION PROCEDURES

This involves:

- Effective communication is vital to the successful completion of any construction project. Good communication can improve teamwork and lead to better project collaboration. Poor communication can result in misunderstandings, delays, and issues down the road
- Communication of command is to be followed precisely.
- The architect is responsible for communicating with its consultants
- The Contractor is responsible for communicating information to its suppliers, subcontractors and workers.
- The contract documents, including the drawings, specifications, change order forms and requests for information establish the basis for all construction communication. It is important that any direct communication not outlined in the contract documents receives proper authorization and any changes to the scope or schedule that need to be made are documented and reported through the proper channels.
- Establishing a clear line of communication that includes identifying points of contact with contact information for key team members is vital to ensuring that information is getting to the right people in a timely manner.
- In Projects and on the construction site, we communicate through signs, drawings, hand signals, and meetings. We compile daily reports, take photos, create requests for information (RFIs) and review change orders. Items like RFIs, change orders and daily reports are usually laid out in the contract documents with their own specific forms and submittal procedures that have to be followed. Ensure this is adhered to, if it is the case.
- There is also a host of project collaboration software solutions available that will allow you to quickly share and disseminate information to all stakeholders on a project. All changes and project documentation can easily be stored and updated so everyone has access to the most up-to-date information. These software solutions and mobile applications can be a great tool for effective communication as long as all stakeholders have access to it, have been properly trained, and are committed to using it. If this is being used for any Project, then ensure all parties concerned are informed so that all communication goes through this path.
- Methods of communication for specific tasks and information sharing should be established early on in the project and agreed upon by all stakeholders. Any deviations from the prescribed methods of communication could result in messages not being received by the intended parties in a timely manner causing delays in the project.
- Your message should be focused and to the point. Keep it short and simple as much as possible. If you are working on multiple projects with the same owner or architect, focus on only one project at a time to avoid confusion. Proofread all written

messages before sending them to see if you can edit them down without altering the meaning or leaving out any critical information. Be Professional.

QUANTITATIVE DESCRIPTIONS

This entails a numerically based description that pertains to attributes and characteristics and numeric variables eg0 how many, how much, how often. These can be counted and measured and represented in mm, m, sqm, cubic meter, pieces, weight, size, test score, price, etc

QUALITATIVE DESCRIPTIONS

This entails data that measures types and could be represented by a name, symbol or code and represent categorical variables eg in types/categories. This is mainly descriptive.
Some examples are hardness, malleability, electrical conductivity, photos, documentation, plans, drawings, videos, descriptions, etc

CLIENT ACCEPTANCE FORMS

PROJECT TITLE: 123 ABC COMMERCIAL STREET, QLD
PURPOSE OF PROJECT: COMMERCIAL BUILD – Change rooms recreation building
Tender number: 12AB34CDCOMM
Tender dated: 15/01/2023
VERSION NUMBER: V1
DATE OF ISSUANCE OF THE CLIENT ACCEPTANCE FORM: 15/01/2023
NAME OF CLIENT - ABC COMM COMPANY
ADDRESS : Big Boss Managing Director ABC COMM COMPANY 1 STREET, ABC LAND, QLD Australia Phone: 0123456789

EVALUATION CRITERIA FOR SUBMISSION OF TENDER DOCS

Criterial Description	Criteria Met – Y/N
COMMERCIAL	
Competitive price	Y
Price clarity	Y
Management information provisions	Y
Contractual compliance	Y
SERVICE CAPABILITY	
Trade contractors and work contractors' supply/capacity and their Service delivery experience	Y
Service delivery models, technical and professional expertise, skills and qualifications	Y
Equipment supply	Y
Quality	Y
Compliance with Service Levels	Y

Culture and ability to work with <i>Knights CBI</i>	Y
Ability to adapt to changing business requirements	Y
Occupational, Health and Safety Management	Y
Insurances	Y
LONG TERM ROADMAP PROPOSALS	
Innovative ability and added value for money	Y
Management skills and systems	Y
FINANCIAL	
Financial strength demonstrated across the Bidder's group structure. Please include your company's revenue and net results for the last two years with your response.	Y
An established financial track record	Y
LEVEL OF COMPLIANCE	
Understanding of all parts of the ITT	Y
Proposals / bids provided are in accordance with the Instructions	Y

ANY ISSUES IN
TENDER
SUBMISSION: NIL

I refer to your
tender for the
above Contract
dated 12/12/2022
(the Tender date).
Terms used in this
letter that are

defined in the Conditions of the Contract have the same meaning in this letter.

I write to inform you that Knights CBI accepts the Tender. This is the Letter of Acceptance referred to in the Conditions.

The contract formed by this acceptance consists of the following documents:

- This Letter of Acceptance
- The Agreement
- The Conditions of the Contract
- The Schedule appended to this Letter of Acceptance, and the Works Requirements, Pricing Document, and Works Proposals as identified in the Schedule
- The Tender
- The following post-tender clarifications: Nil

I/We, submit this offer to undertake the COMMERCIAL BUILD – Change rooms recreation building scope of works as authorised by ABC COMM COMPANY and described in this Invitation to Tender and in accordance with the Conditions of Tender.

This is confirming the acceptance of the tender offered to Knights CBI.

We appreciate the consideration indicated on our payment plan for the works we undertake. I/We Acknowledge that AS4902-2000 Standard Terms and Conditions for the Delivery of Works forms part of this offer. We confirm the works will be based on AS and NCA Building codes

I/We Submit an offer of a fixed price (lump sum) (Including schedule of rates) of: \$1012000 incl GST
And will be paid as agreed in monthly payments of \$84333.40

The Date for giving possession of the site is 25/02/2023

The Date for Practical Completion is 25/08/2023

Tenderer's Name: Knights CBI
Tenderer's Address: Knights CBI, 123 Mystreet, Myland, QLD
Signed by Tenderer's Representative: <i>N/A</i>

in the presence of:
Name of Witness: Mr Witness
Signature of Witness: *witness*
Date: 15/01/2023

Please return to me a copy of this letter acknowledging receipt as indicated below.

We acknowledge receipt of this letter on _____(date)

Signed: _____On behalf of the Employer, Duly authorised to accept the Tender

Signed: _____On behalf of the Contractor

THERE ARE NO ADDITIONAL COMMENTS/RECOMMENDATIONS ABOUT THE TENDER SUBMISSION

CLIENT SIG/DATE: *N/A* 15/01/2023

AMENDMENTS AND CONDITIONS TO THE TENDER/CONTRACT

PROJECT TITLE: 123 ABC COMMERCIAL STREET, QLD

PURPOSE OF PROJECT: COMMERCIAL BUILD – Change rooms recreation building

Tender number: 12AB34CD COMM

Tender dated: 15/01/2023

VERSION NUMBER: V1

DATE OF ISSUANCE OF THE CLIENT ACCEPTANCE FORM: 15/01/2023

NAME OF CLIENT - ABC COMM COMPANY

ADDRESS :

Big Boss

Managing Director

ABC COMM COMPANY

1 STREET, ABC LAND, QLD

Australia

Phone: 0123456789

Tenderer's Name: Knights CBI

Tenderer's Address: Knights CBI, 123 Mystreet, Myland, QLD

Signed by Tenderer's Representative: *N/A*

In reference to the 'Conditions of the contract' under 'Miscellaneous point 17 and 'Work Order Variations point 7':

1. This amendment (the "Amendment") is made by RES COMM COMPANY and Knights CBI, parties to the agreement dated 15/01/2023 (the "Contract").

2. The Agreement is amended as follows:

The Date for giving possession of the site is changed from the original date of 25/02/2023 to new date of 5/03/2023 therefore the site access and commencement of the Project will be moved to the new date of 5/03/2023

The Date for Practical Completion is therefore pushed forward from the original date of 25/08/2023 to new date of 5/09/2023

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signature (Tenderer): *NAO*

Printed Name: Noreen Abu-Obeid

Title: Estimator/Contract administrator/Project Manager – Knights CBI

Dated: 17/01/2023

Signature (Client): *Big Boss*

Printed Name: Mr Big Boss

Title: Managing Director – ABC COMM COMPANY

Dated: 17/01/2023

Signature (Legal): *Law*

Printed Name: Mr Law Law

Title: Legal Director – Law Law Associates

Dated: 17/01/2023