



# **Procurement Management Plan**

**Gunnedah Solar Project  
9110002**



## Procurement Management Plan Revision Log

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## 1. INTRODUCTION

### 1.1 Purpose

The Procurement Management Plan describes how procurement will be organized and executed for the Gunnedah Solar Farm Project (GSF). It applies to procurement activities, such as subcontracting, purchasing, expediting, inspection and transit, for all equipment to be incorporated into the work.

The Procurement Management Plan has been developed in context of the Gunnedah Solar Farm Australian Industry Participation Plan (AIP) to ensure full, fair and reasonable opportunity for Australian industry to compete for work.

### 1.2 Scope

The Procurement Management Plan and GSF AIP will ensure that all activities undertaken in connection with the project are in accordance with all requirements of the contract, project and schedule. All activities relevant to purchasing and/or subcontracting of services/works will be appropriately documented to provide a complete audit trail.

All individuals involved in procurement activities will maintain the confidentiality and security of all information related to the activities, and will report any breach to management, who will take further action, as appropriate.

### 1.3 Objectives

The objectives of The Procurement Management Plan are to deliver all equipment as per contract requirements and in compliance with project objectives defined in the EPC Contract Schedules, and to ensure procurement activities:

- Meet project schedule requirements
- Meet project quality requirements
- Are contractually sound
- Are from experienced suppliers
- Achieve optimum economic conditions
- Meet PCL and project safety and environmental requirements

PCL Policy will be to continue the procurement process which commenced during the proposal phase by the PCL Pursuit Team, with the objective of placing purchase orders in the shortest possible time for critical, long lead items affecting overall project schedule.

For items and equipment categorized as non-critical, RFTs will be prepared as per usual practice and bidder lists extended to maximize competitiveness of the industry. The bidding cycle will be reduced to the minimum time in order to complete full risk analysis and due diligence, with the objective of placing purchase orders as early as possible to give engineering and construction optimal working conditions. The main challenges for the procurement team will be to:

- Select suppliers that:

- Meet high quality and technical requirements for certain equipment in a competitive market
- Have proven financial stability, reliability and service experience, and a workload that can accommodate the delivery schedule
  
- Achieve the project schedule, noting that some items will be on a critical path for long-lead items including:
  - During eventual early start phase: secure purchasing of long-lead items, while maintaining a continuous risk analysis approach
  - At bidding stage: pay special attention to supplier/subcontractor current workload at the time of award and the necessity to be creative and look for other potential suppliers
  - After purchase order award: ensure strong and proactive expediting, including suppliers and sub-suppliers expediting as much as possible
- Extend the project supplier list and proceed to corresponding eventual qualification and look for other potential suppliers when required by market conditions.
- Maximize practical use of national and/or local subcontractors and suppliers, if possible, correctly manage all transportation and logistics activities:
  - Through ongoing cooperation with Project Owner to anticipate and resolve most expected concerns/issues for critical equipment.

#### 1.4 Procured & Subcontracted Items

Main project equipment items PCL will procure are as follows:

- MV Power Supply Inverter Stations (PCS);
- HV Switchroom supply and install;
- DC/AC Cabling;
- DC Combiner Boxes;
- Weather stations; and,
- SCADA infrastructure.

All subcontracted items for the project are included in the overall project schedule, main project subcontracted items are as follows:

- Installation of pile foundations and PV tracker system;
- Installation of PV modules;
- Installation, termination and commissioning of all electrical items;
- Civil works including access roads, trenching and hardstands;
- Fencing;

## 2. PROCUREMENT ORGANIZATION & PROCEDURES

### 2.1 Construction Project Manager

The Construction Project Manager will be responsible for managing all purchasing and subcontracting activities related to the GSF project. They will be the oversee all procurement-related project activities, including:

- Assessing project risks for the relevant part and developing risk mitigation plans if applicable.
- Ensuring that purchase orders are complete and fully reflect contract requirements and associated material requisition
- After completion of a procurement activity, ensuring that supplier evaluations are performed.

### 2.2 Procurement Coordinator

The Procurement Coordinator will be responsible for coordinating all purchasing and subcontracting activities related to the GSF with oversight from the Construction Project Manager. They will be the main contact point for all procurement personnel and all procurement-related project activities, including:

- Participating in procurement team organization and making available all necessary means and tools
- Requesting mobilization of competent personnel in compliance with assigned job descriptions
- Participating in defining overall strategy for project procurement activities
- Initiating and coordinating the Procurement Quality System, and updating documents during project execution
- Attending contract documents review
- Ensuring, if needed, that the project supplier list is updated
- Coordinating with engineering, schedule, cost and fabrication/installation teams
- Organizing regular internal coordination meetings
- Ensuring that feedback and supplier evaluations are carried out expediently
- Organizing filing and archiving of procurement documents according to corporate procedures and issuing the final procurement close-out.
- Assists Construction Project Manager in creating and issuing tender packages and subcontracts and monitoring their progress.
- Oversees inventory and tracking of materials and equipment and expedites material orders.
- The Project Contracts Administrator(s) will be responsible for and coordinate all project-related expediting, inspection and shipping activities.

## 2.3 Project Procedures

Procurement activities will be undertaken according to project procurement procedures that are based on the corporate general procedures and work instructions, including:

### 2.3.1 Procurement Procedures

Procurement activities will be undertaken using the project procurement procedures outlined herein and based on PCL corporate general procedures.

### 2.3.2 Project Procurement Management Plan

The Project Procurement Management Plan will describe how procurement will be organized and conducted within the project. It will apply to procurement activities, such as purchasing, purchase-order management, inspection and transit, for all materials incorporated into the works.

### 2.3.3 Purchasing of Incorporated Materials & Services

This clear scope of work that will be issued at RFT and then executed at contract award will ensure that:

- A uniform and effective method of purchasing is implemented in compliance with PCL corporate policy
- Procured equipment, materials and subcontracting services are ordered in line with the project requirements, including safety requirements with the use of PCL's Contractor WHS Capability Assessments utilized to incorporate safety into PCL's award process
- Procured equipment and materials are ordered and delivered in line with the project schedule.
- Supplier performance is evaluated.

### 2.3.4 Purchase Order/Contract Deed Template

This standard template aims to establish management criteria, operating procedures and responsibilities concerning preparation and issue of materials purchase orders, work and service contracts, bulk orders and agreements.

#### REQUEST FOR TENDER – TEMPLATE

This standard template aims to establish criteria, operating procedures and responsibilities related to issue of tenders for contracts, agreements, bulk orders, purchase orders and transportation orders.

### 2.3.5 Subcontract Management – Operations Business Guide

This guide defines the general criteria, procedures and responsibilities for subcontractor / supplier management and outlines how the different supplier management responsibilities will be managed by the PCL project team *PCL.AA.SM.02.0001 Subcontract Management Operations Business Guide.*



### 2.3.6 Management of Vendor Feedback

This corporate standard will apply to the processes of defining, gathering and managing subcontractor feedback following service and procurement activities, and will be issued and approved by Contractor.

### 2.3.7 Expediting of Purchased Goods

Detailed schedules with bi-weekly updates will be used to expedite manufacturing and deliveries. The aim will be to avoid delays in the delivery of goods and documents, as per the purchase order, and to ensure that the goods are suitable so as to avoid extra project execution costs or delays by enforcing the necessary corrective actions during goods manufacture.

### 2.3.8 Inspection & Testing

The Gunnedah Testing Manual and Inspection and Testing Plan outline criteria, operating procedures and responsibilities for executing inspection and testing activities on all goods and services related to construction of the Gunnedah Solar Farm. Activities will mainly consist of inspecting and testing goods and checking relevant supplier documentation to verify that technical characteristics comply with requirements specified in the purchase order.

### 2.3.9 Factory Acceptance Testing

Factory acceptance testing procedure describes the inspection tasks to be carried out at supplier facilities to ensure that the product is in full compliance with purchase order requirements.

### 3. SUBCONTRACT & PROCUREMENT TENDERING PROCESS

#### 3.1 Subcontract Tendering

The purpose of these policies and procedures is to establish the process, methods, responsibilities and required documentation for the participation and evaluation of the prospective bidders and the recommendation prior to final contracts award.

##### 3.1.1 Notice to Industry

In accordance with the GSF AIP, PCL will promote the contact details of procurement contact officer through relevant media releases and through social media. PCL, will also notify local businesses with project opportunities via word of mouth, telephone calls, email and tender processes.

In addition to the specific communication outlined above, GSF has developed a website which will be used to promote the project and provide general information for suppliers and a link to procurement opportunities <https://gunnedahsolarfarm.com.au>.

The proponent (GSF) will undertake periodic audits of the project procurement management plan (prepared by PCL) to ensure compliance.

##### 3.1.2 Selection of Bidders

The **Risk Manager** (consulting with the **Senior Construction Construction Project Manager, Construction Manager** and **Superintendent**) will refer to the Master Vendor List, prepare a proposed list of bidders and submit the list to the **Senior Construction Construction Project Manager** and **Construction Manager**. The **Senior Construction Construction Project Manager** and/or the **Construction Manager** will make any necessary changes, approve the list and return it to **the Risk Manager**. Where required, the list will be sent to the **Project Director** for review and comment.

If an insufficient number of bidders confirm intent to bid, the approved vendors list may be revised and the **Construction Construction Project Manager** and/or **Construction Manager** must approve additional bidders if this is the case.

##### 3.1.3 Determining Scopes & Issuing Tender Packages

The Scope for each tender is to be prepared by the **Estimator** under the review of the **Risk Manager**. The **Risk Manager** will lead the tendering process from the initial tender to the writing of the formal subcontract in conjunction with the **Construction Project Manager** assigned to manage the scope. All scopes are to be emailed to **Construction Manager, Senior Construction Project Manager, Senior Superintendent** and **Design Manager**, **Construction Project Manager** and other **team members** considered to be applicable for



review. Every reviewer is required to respond to the **Risk Manager** with their comments, as a minimum all parties must return a confirmation email stating "no comment". The **superintendent** responsible for the work included in the tender package should also review the scope for known general expenses.

For tender packages that contain work covered by more than one **Construction Project Manager**, the tender schedule will indicate which Construction Project Manager will be the lead.

PCL will ensure any subcontractor trades being considered for a particular scope of must complete a Subcontractor Default Insurance (SDI) prequalification form prior to submitting a tender price.

In general, tender packages will be issued to selected bidders via email and PCL Egnyte file sharing. Exceptions to this rule can be made by the **Risk Manager** responsible for that tender and in consultation with the **Senior Construction Project Manager** and **Construction Manager** as required.

PCL will create a log of all the drawings and specifications which have been issued by Prime Consultant for each tender package. The log will include the Drawing Number or Specification Section, Revision Number, Description, and Revision Date. This log will be included and issued with each tender package and be issued with the final executed subcontract.

Each subcontractor will be issued access to the tender package on Egnyte Appendix B - RFT GUNNEDAH XXX TENDER NAME final. **NO HARD COPIES PROVIDED.**

Each tender package issued by PCL will as a minimum consist of the following:

- |        |                              |
|--------|------------------------------|
| Part A | Instructions to Bidders      |
| Part B | General Requirements         |
| Part C | Scope of Work                |
| Part D | Tender Package Documents     |
| Part E | Tender Form                  |
| Part F | Master Project Schedule      |
| Part G | Drawings & Specifications    |
| Part H | Subcontract Sample Agreement |
| Part I | Textura Fact Sheets          |

In addition to the standard information contained within Part A - Instructions to Bidders, PCL will incorporate project specific requirements.

Included in Part D - Tender Form is a list of Appendices as follows:

Appendix A Tender Breakdown

- Appendix B Alternative Prices
- Appendix C Itemized Prices
- Appendix D Separate Prices
- Appendix E Unit Prices
- Appendix F Voluntary Alternatives
- Appendix G List of Trade Contractor's Subcontractors
- Appendix H Valuation of Changes
- Appendix I Document Acknowledgement

The **Estimator** will complete the assembly of the Tender Package Documents and the Tender Package will be issued to the Subcontractors.

The **Estimator** must reconfirm at the time of tender issue that all chosen subcontractors are still going to bid on the work. Any subcontractors that are no longer going to bid are to be replaced with another subcontractor from the approved bidders list to ensure an adequate number of bids are received.

#### 3.1.4 Managing Communication during Tendering

Changes, and answers to all bidders' questions, are to be responded to via addendums.

Addendums will be issued to the subcontractors via email in the same format as the original Tender Package and will follow the same procedures. PCL will assign all addendum numbers for each Tender Package regardless of the initiator. Addendums are to be issued no later than 4 working days before the Tender Package is scheduled to close.

#### 3.1.5 Managing Bids & Pre-Award Process

The **Estimator**, under the review of the **Risk Manager** shall prepare a Bid Review and Recap document (document internal to PCL). The purpose of this document is to evaluate bids for scope gaps, pricing discrepancies, any budget reallocations which may be required and developing questions for pre-award meetings.

It is PCL policy that a pre-bid meeting and site visit be offered to each invitee for contract work. The purpose of the meeting is to review the requirements of the bid documents with bidders and through soliciting questions and encouraging discussion, ensuring to the maximum extent possible that bidders have a clear understanding of the requirements of the bid documents. The pre-bid meeting is arranged by the **Risk Manager** and/or **Estimator**. Specifically, on design build projects, this is an opportunity to encourage alternate products or construction techniques to offer a more cost effective solution to the Contract requirements.

It is PCL policy that a detailed commercial, technical and pricing evaluation be performed and recorded on the low group of competitive bids received in response to PCL bid

invitation documents. A tender recap analysis shall be prepared by the Estimator with support of the **Risk Manager** to list all bids received and record essential details.

The **Risk Manager** shall have the primary responsibility for the evaluation process, identification of the successful bidder, chairing of bid clarification meetings and preparation of the Letter of Recommendation for Award.

#### **Post-Tender Clarification and Pre-Award Negotiation Meetings**

The purpose of this meeting is to establish procedures between the receipt of bids, recommendation for award and award of contract. Following the detailed evaluation of the low grouping of competitive bids and the preparation of bid tabulation, a pre-award meeting is arranged.

The bidder has the obligation to justify and document each issue discussed including deviations to technical or commercial terms, costs pertaining to additional scope (not part of the original bid invitation work scope), payment requests, use of facilities and equipment, subcontracting, manpower etc... All changes to the bidder's proposal and all amendments will be recorded in the minutes of meeting later distributed to all participants and other interested parties. The pre-award negotiation meeting will be considered complete when the negotiation team is satisfied that the results will represent the best achievable award and when all documentation required for incorporation into the contract has been submitted.

All post tender meetings must be recorded and have minutes taken so that there can be no dispute at a later date as to what was said and agreed to. The **Risk Manager** shall file the Tender Clarification and Pre-award Negotiation Meeting minutes in accordance with section 12 of the [D09.OP.PS.05.002Project Filing Index](#).

It is recommended that this take place in person, however, in some instances (ex. A bidder that has worked with PCL previously and is familiar with all of our processes and requirements) this may be done over the phone and confirmed in an e-mail.

#### 3.1.6 Subcontract Selection

Subcontractor selection is determined based on scoring criteria outlined in the tender requirements and over all bid submission completeness.

### 3.2 Awarding and Tracking Subcontracts

The **Senior Construction Project Manager** and the **Construction Manager** shall approve all awards of subcontracts. The **Construction Project Manager** or/ **Risk Manager** will issue subcontracts via email. Once received by the subcontractor, the subcontract must be signed by the subcontractor and returned to PCL within 5 business days. The signed contract shall be signed, scanned and e-mailed to the **Construction Project Manager**.

The **Construction Project Manager** is responsible to ensure that subcontract documents are filed in accordance with section 12 of the D09.OP.PS.05.002 Project Filing Index. An executed subcontract with a subcontractor must be in PCL's possession before the subcontractor's respective work may begin.

The **Risk Manager** shall maintain a Tender and Award Summary document (This document is internal to PCL). Once all pre-award meetings have taken place for a scope of work, the **Construction Project Manager/Risk Manager** shall make a recommendation to the **Senior Construction Project Manager** and the **Construction Manager** with respect to which bidder should be issued the subcontract.

Only those firms which have the resources and are qualified to fulfill project needs based on demonstrated financial stability/SDI qualification status, sound management methods, competitive pricing policies and that are capable to produce a quality product or service within an agreed schedule will be invited to participate on the project. All trade contractors will be held fully responsible for completion of their contract work in every aspect.

Respective firms are encouraged to present their qualifications, capabilities, experience and other information concerning their specific area of expertise. PCL maintains confidential records of those firms which, in its judgment, may be in position to serve the project. Firms which fail or neglect to provide solicited information will not be considered for pre-qualification.

### 3.3 Subcontractor Start-up

#### 3.3.1 Managing Subcontractor Risk Profiles

The prequalification process will commence at the bid stage (prior to bid submission) of the project.

The Subcontractor Qualification Checklist generally outlines what information is required from the subcontractor so that a proper prequalification process can be completed by the Finance & Administration department. Based on this evaluation process, a decision will be made on whether to require alternative forms of performance security (e.g., performance bond, letter of credit), or to consider not using the subcontractor at all.

Upon completion of a project by a subcontractor, the **Construction Project Manager** and **Superintendent** are responsible for completing the Subcontractor Performance Rating forms.

#### 3.3.2 Managing Subcontractor Pre-Mobilization Documentation

Refer to D09.OP.SM.05.002 Subcontractor Documentation Tracking Log

### 3.3.3 Pre-Construction Meetings

The **Construction Project Manager** is responsible to ensure that pre-construction meetings take place and that the D09.OP.SM.05.003 Subcontractor Pre-Construction Meeting is used (for the agenda and as meeting minutes).

In addition, separate start-up Manual D09.OP.SM.05.005 Subcontractor Manual Template have been created and are distributed to each subcontractor at the meeting. Contents of this binder include the following sections:

Section 1.0 Introduction

Section 2.0 PCL's Health, Safety & Environment (HSE) Requirements of Subcontractors

Section 3.0 PCL's Quality Requirements of Subcontractors

Section 4.0 Schedule

Section 5.0 Project Field Management

Section 6.0 Project Administrative Management

Section 7.0 Getting Paid

Section 8.0 Forms

### 3.4 On-Going Subcontractor Management

#### 3.4.1 Managing Subcontractor Communications

Communication by e-mail is recommended and encouraged, telephone discussions shall be properly noted and confirmed via e-mail. Faxes will not be a primary means of communication. Identify other communication topics with details such as mailboxes for sharing hard copy documents set up for each Subcontractor in the site office.

#### 3.4.2 Managing Subcontractor Schedules

Plan of the day meetings are held daily on site. All major Subcontractors must provide bi-weekly progress schedule updates. All major work activities and tracked daily and measured against the baseline schedule productivity requirements and recorded on the project tracker.

#### 3.4.3 Managing Subcontractor Quality Plans

It is the **Superintendent's** responsibility to ensure adherence to the Subcontractor Quality Plan. This monitoring shall be both informal (ex. daily "walking of the project") and formal (i.e. formal audit). Formal audits shall be documented using form D09.OP.QM.05.005 Subcontractor Quality Plan Audit Checklist at the frequency determined by the **Superintendent** and **Construction Project Manager**. Audit results shall be shared with the respective Subcontractor by providing a copy of completed form D09.OP.QM.05.005 to the Subcontractor's Quality Representative.

Monitoring adherence to the Subcontractor Quality Plan, whether formal or informal, is an inspection process and as such, is to be reflected on the Inspection and Testing Plan (ITP). See D09.OP.QM.04.005 Construction Monitoring, Inspection and Testing OP for additional information regarding the ITP.

#### 3.4.4 Managing Subcontractor Progress Draws

All major Subcontractor draws are entered and tracked through the use of Textura accounting system. Payments are in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW)

#### 3.4.5 Managing Subcontractor Changes

Per the agreed to Change Order regime as outlined in the Subcontract Deed.

#### 3.4.6 Managing Subcontractor Back Charges

Subcontractor Backcharges may be required when work is performed by PCL or a subcontractor on behalf of another subcontractor.

Examples when work may need to be performed on behalf of a subcontractor:

- Failure to provide adequate cleanup when requested by PCL;
- Failure of a subcontractor to complete its work properly or in a timely manner. PCL to supplement subcontractor's workforce by PCL own forces or out sourcing additional subcontractors to perform the work;
- Recovery of property damages from the subcontractor at fault;
- Usage of hoists, cranes, equipment, safety assessments, security, or other elements used by the subcontractor that is not covered under the subcontract agreement between PCL and the backcharge subcontractor;
- Removal of subcontractor accumulated garbage from site if the subcontractor fails to remove on a regular basis;
- Provide temporary systems;
- Temporary power consumption and hook up;
- **Field management** services to provide quality control (field coordinator services to perform the subcontractor's quality control) because the subcontractor does not have the required staff on site to perform quality control properly. For example: if we have to inspect the work more than once and we do not see continual improvement the subcontractor should pick up our time to perform quality control services on their behalf.



- **Field management** services from PCL to perform safety related functions on site. Assist with filling out JHAs, providing safety equipment and supplies as requested by the subcontractors or as required if the subcontractor does not wish to purchase their own.

If a backcharge is deemed necessary by the PCL **project team**, the matter is to be discussed immediately with the backcharge subcontractor's Construction Project Manager (and any other related subcontractors) to attempt to resolve the matter without resorting to backcharge measures.

If a backcharge is still necessary, the PCL **Construction Project Manager** or superintendent is to advise the subcontractor formally in writing that Backcharges will be taking place and advise the parameters of the time and materials charges.

The following procedure for backcharges shall apply:

- PCL **Construction Project Manager/Superintendent** become aware of a potential backcharge, and advise the subcontractor of such potential Backcharges;
- Quotations, time and material sheets, field work orders are forwarded to the subcontractor upon receipt;
- Upon receipt of all quotations which attribute to the backcharge, PCL will attempt to mediate a reduction or full cancellation of the backcharge;
- If this fails, PCL will request the subcontractors who provided quotations to directly invoice PCL for services performed. In conjunction, a reduction will be made to the backcharge subcontractor's monthly billing.

### 3.5 Subcontract Closeout

In accordance with *D09.OP.PS.05.007 Project Completion and Closeout Checklist*

#### 3.5.1 Incomplete Work and Deficiencies

In accordance with *D09.OP.PS.05.007 Project Completion and Closeout Checklist*

#### 3.5.2 Operation and Maintenance Manuals and Attic Stock

In accordance with *D09.OP.PS.05.007 Project Completion and Closeout Checklist*

#### 3.5.3 As-Built Drawings

In accordance with *D09.OP.PS.05.007 Project Completion and Closeout Checklist*

#### 3.5.4 Commissioning

In accordance with *D09.OP.PS.05.007 Project Completion and Closeout Checklist*

## 4. MATERIAL, TOOLS, EQUIPMENT AND PROCUREMENT

For the purpose of this section, “tools and equipment” is defined as any tool and equipment used to carry out construction activities including but not limited to inspection and testing activities.

With respect to tools and equipment used by subcontractors, the Subcontractor’s Quality Representative shall:

- Ensure that all tools or equipment used for measuring shall be calibrated at time of use, and that each such tool or piece of equipment has a unique ID number so that calibration can be traced;
- Provide Records of Calibration for tools and equipment that will be used, to PCL’s Field Coordinator, prior to their use; and
- Ensure that the right tool or equipment is used for the job at hand (taking into account site conditions).

### 4.1 PCL Purchasing – Material and Equipment

The project teams are responsible for procuring all material and equipment provided by PCL in the execution of projects.

In order to leverage the benefits centralized purchasing offers, all procurement related to PCL-supplied material and equipment, must be managed in accordance with the requirements described in D09.OP.PE.04.001 PCL Purchasing – Material and Equipment OP.

### 4.2 Source Inspection

Source inspection is the quality inspection of material or equipment (usually equipment) at the vendor’s facility that occurs before the material or equipment is delivered to site. Source inspection is a prudent activity when the potential of delivery poor quality material or equipment (i.e. material or equipment that does not meet requirements) has potential to negatively impact the project schedule, costs or other. Source inspection shall be recorded using D09.OP.QM.05.101 External Vendor Site-Shop Inspection Checklist and D09.OP.QM.05.102 Material and Equipment Source Inspection Checklist.

The **Construction Project Manager** (consulting project documents and other project team members), consulting with the **Lead Superintendent** is responsible to identify items which require source inspection. All source inspection shall be documented on the D09.OP.QM.05.001 Inspection and Test Plan. The **Construction Project Manager** informs the **Field Coordinator** of required source inspection, who in turn updates the Inspection and Test Plan. Where subcontractors are responsible to carryout source inspection, such requirements shall be noted on the subcontractor’s respective Work Plan.

#### 4.3 Deliveries to Site

Subcontractors are instructed to provide site 24 hours notice prior to deliveries of their respective material and equipment. Notice is to be provided to the Superintendent. The **Superintendent** is responsible to make necessary arrangements so that such deliveries can be received by the respective subcontractor. Subcontractors are to carryout receiving activities for their respective deliveries.

#### 4.4 Material Receiving Inspection

All material and equipment shall be inspected promptly upon receiving by Subcontractor's Supervisor/Quality Representatives (or his designee) and documented. See respective work plans for detailed instructions.

Where receiving and inspection is the responsibility of PCL, the **Assistant Field Coordinator** shall carryout receiving inspection and document such inspection using *D09.OP.QM.05.103 Material and Equipment Inspection Checklist*

The **Field Coordinator(s)** and/or the **Assistant Superintendent(s)** shall spot check receiving inspection by Subcontractors according to the Inspection and Test Plan.

#### 4.5 Material Handling - Preservation and Storage

All material and equipment shall be handled and stored in strict accordance with manufacturer's recommendations and contract requirements. Where measures are necessary to preserve material and equipment, such measures shall be taken. See respective work plans for detailed instructions. The **Area Superintendents** shall monitor material and equipment handling, preservation and storage.

#### 4.6 Material Handling - Hoists and Cranes

All hoisting and crange onsite must be conducted in accordance with *HSEOP-03 Mobile Cranes, Personnel Baskets, and Rigging*. HSEOP-03 Operating procurdure outlines all the responsibilities and proedures for the project team relating to material handling utilizing hoists and mobile cranes onsite.

#### 4.7 Owner-Supplied Material and Equipment

In certain situations, the project owner will elect to complete the procurement for large amounts of material of high value equipment. Under these circumstances the material or equipment is free-issued to PCL for installation. To minimize uncertainty in relation to damaged goods, PCL will conduct the same Material Receiving Inspections outlined in section 4.4, as all other goods arriving at site.



## 5. IMPLEMENTATION

The proponent (GSF) will undertake periodic audits of the project procurement management plan (prepared by PCL) to ensure compliance.

To prove compliance and implementation of the Procurement Management Plan and the GSF Australian Industry Participation Plan, PCL will collect and retain the following records and evidence to prove compliance;

- EOI and tender documentation
- Standards within procurement packages
- Website screenshots
- Project media and ASX releases
- Feedback to unsuccessful bidders

To ensure PCL's project team and PCL's subcontractors will implement the AIP plan actions for all the opportunities to supply key goods or services they are responsible for, PCL has developed this Procurement Management Plan for the project operations team which includes AIP plan obligations, which will be provided to bidders. The AIP checklist to be reviewed prior to any award to ensure the objectives outlined in the AIP are achieved.



## Appendix B



**Tender:**                      **No: GUNNEDAH###    NAME OF PACKAGE**

**Project Name:**              **Gunnedah Solar Project (GUNNEDAH)**

Main Contractor:  
PCL Constructors Pacific Rim Pty Ltd ("PCL")

Owner:  
Gunnedah Solar Pty. Ltd.

Date: DD MM YYYY

Tender Package: **GUNNEDAH\_XXX\_TENDER NAME**

Project Name: Gunnedah Solar Farm

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Date: DD MM YYYY

Tender Package: **GUNNEDAH\_XXX\_TENDER NAME**

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**PART A – INSTRUCTION TO BIDDERS:**

**CONDITIONS OF TENDERING & GENERAL PRELIMINARIES SPECIFICATION**



Date: DD MM YYYY

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## **CONDITIONS OF TENDERING**

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Date: DD MM YYYY

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Project Name: Gunnedah Solar Farm

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## 1. INTRODUCTION

### Interpretation:

- 1.1 In these Conditions of Tendering, unless the contrary intention appears:
- a. a reference to a clause or attachment is to a clause or attachment in these Conditions of Tendering;
  - b. words defined in the PCL General Conditions of Subcontract, Subcontract Deed, General Conditions of Supply or the Small Lump Sum Subcontract has the same meaning in these Conditions of Tendering; and
  - c. Subcontractor and Supplier have the same meaning in these Conditions of Tendering.
- 1.2 PCL wishes to obtain Tenders for the execution of the Subcontract/ Supply Works described in the Scope of Works.

## 2. TENDER REQUIREMENTS

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

- 2.1 The Code for the Tendering and Performance of Building Work 2016, applies to this project. This document can be viewed at the Australian Government Federal Register of Legislation website at [www.legislation.gov.au/Details/F2019C00289](http://www.legislation.gov.au/Details/F2019C00289).

### Fair Work Act 2009:

- 2.2 The Bidder is referred to the Australian Government's Fair Work Act 2009 and its principles of ensuring that employers' procurement decisions promote fair, cooperative and productive workplaces in which employees are treated fairly and with respect for freedom of association and their right to be represented at work.

PCL subscribes to the Fair Work Act and its principles of employment and as such has an obligation to ensure that all consultants, subcontractors and suppliers that it engages also appreciate the importance of complying with the Fair Work Act 2009 (Commonwealth of Australia) and the Fair Work Principles. Fair Work Principles apply to this procurement.

At the time of submitting tenders, tenderers must comply with the Fair Work Act 2009 (Commonwealth of Australia) in so far as it relates to its operations and will be required to make a statement, accordingly.

### Documents:

- 2.3 The Bidder must comply with the requirements of the Tender Documents.
- 2.4 The Bidder must complete in full and sign each page of the Tender Schedules included in its Tender.
- 2.5 The "Tender Documents" are:
- The Request for Proposal (RFP) Documents
- a. Conditions of Tendering
  - b. General Preliminaries Specification
  - c. Scope of Works
  - d. Form of Tender and Tender Schedules

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- e. Schedule of Drawings and Specification
- f. Works Programme
- g. Deed (whichever applicable)
  - General conditions of Subcontract
  - Special Conditions of Subcontract
  - General conditions of Supply
- h. OH&S Management Plan
- i. Any addendum to any of the above documents which are issued by PCL to the Bidders before the Closing Date
- j. any other documents relevant to the project – (Request for Proposal Documents)

2.6 All documents issued to Bidders are the property of PCL and must be returned to PCL when requested.

#### **Permission to Visit the Site**

2.6.1 Before submitting a Tender, bidders must, at their own cost, carefully examine the site of the proposed work and surrounding properties to fully inform themselves of the existing conditions and limitations and gain a clear understanding of the work to be done. Should existing conditions interfere or make impractical the work described by the contract documents, the bidder shall bring such to the attention of PCL prior to submitting the Tender.

#### **Completion and Submission of Tenders and Supporting Information**

- 2.7 Tender submissions will be accepted by form of email **only**. Scanned tender submissions shall be addressed to Ryan O'Connell ([ROConnell@pcl.com](mailto:ROConnell@pcl.com)) and Ethan Kent ([EKent@pcl.com](mailto:EKent@pcl.com));
- 2.8 The Bidder must affix its common seal to the Tender Offer in the manner prescribed by its Articles of Association and must execute the Tender Offer and initial all pages;
- 2.9 Tenders must be lodged not later than the time and date for closing of Tendering unless the written approval by PCL has been obtained.

#### **Tender Validity Period and Timetable**

2.10 In consideration of the administrative time and expense to PCL evaluating a Tender, subject to Clause 11, the Bidder undertakes to keep its Tender valid, and not withdraw it for a minimum of 90 days from the Submission Date Closing Date.

#### **Delivery of Tender Documents**

2.11 Bids submitted by facsimile transmission will not be accepted.

#### **Discrepancies, Errors and Omissions in Documents**

2.12 Where applicable a Bidder must notify PCL in writing immediately of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any of the Tender Documents, providing full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

#### **Addenda**

- 2.13 PCL may amend the tender documents at any time prior to the Closing Date. PCL may issue further information to Bidders which is not part of the Tender documents.
- 2.14 Any Bidder requiring clarification of the Tender documents should notify PCL prior to the final date for queries and obtain clarification prior to delivering its Tender. Any necessary clarification will only be made by a formal numbered Addendum issued in accordance with this clause.

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- 2.15 Each Addendum issued will be distributed to each person to whom Tender documents have been issued and will form part of the Tender documents.
- 2.16 Each Tender submitted must refer to each Addendum by number and state that the Tender takes account of and includes that Addendum as a Tender document.
- 2.17 PCL makes no representation or explanation and PCL Representative has no authority to make any representation or explanation to Bidders as to:
- a. the meaning of the Tender documents;
  - b. anything to be done or not to be done by the selected Bidder; or
  - c. as to any other matter or thing so as to bind PCL in the exercise of its powers and duties under the Tender documents;
- other than by a formal Addendum.

### **Fixed Lump Sum Price and Security for Performance**

- 2.18 The Bidder must, unless otherwise strictly requested by PCL, submit a fixed lump sum Tender price for the Subcontract Works not subject to rise and fall and must include a Schedule of Rates where specified:

#### **Contract Breakdown**

At time of Tender, each Bidder must complete the Tender Breakdown Schedule 3. The Bidder shall provide a detailed breakdown of their Tender for approval by PCL.

#### **Alternate Prices**

An Alternate Price is a price for a particular article or item of work in lieu of a specified article or item of work and may be taken into consideration. Alternate Prices must include, without limitation, the cost of all labour, material, equipment, overhead, margin, taxes, levies and customs duties at the time of the tender, excluding GST. Alternate Prices must be quoted separately where provided for on the Tender Schedule 4.

#### **Itemised Prices**

An Itemised Price is a price for a particular article or item of work included in the Tender Price in accordance with the Tender Documents. Itemised Prices must include, without limitation, the cost of all labour, material, equipment, overhead, margin, taxes, levies and customs duties at the time of the tender, excluding GST. Itemised Prices must be stated where provided for on the Tender Schedule 5.

#### **Separate Prices**

A Separate Price is a price for a particular article or item of work not included in the Tender Price and shall be added to or deducted from the Tender Price in accordance with the Tender Documents, if accepted. Separate Prices must include, without limitation, the cost of all labour, material, equipment, overhead, margin, taxes, levies and customs duties at the time of the tender, excluding GST. Separate Prices must be stated where provided for on the Tender Schedule 6.

#### **Unit Prices**

Unit Prices are prices for Specific measurable units of labour and material and shall remain fixed for the duration of the contract.

Unit Prices must include, without limitation, the cost of all labour, material, equipment, overhead, margin, taxes, levies and customs duties at the time of the tender, excluding GST.

Labour rates must include all burdens, levies and assessments, overhead and margin.

Unit Prices must be stated where provided for on the Tender Schedule 7.

#### **Valuation of Changes**

Where applicable the Bidder must within five (5) business days of receipt of a variation request provide a valuation of changes in the format set by PCL and must be based on actual cost that will be reasonable and properly incurred by the Bidder.

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### **Security of Performance**

- 2.19 In addition to retention, the successful Bidder will be required to provide a security for performance of all its obligations under the Subcontract, in the form of a 10% Letter of Credit (LoC) or Bank Guarantee, which shall be reduced to 5% at the start of the Warranty Period.

### **Evidence of Subcontractor's Registration or Licensing**

- 2.20 Where an Act of the State in which the Site of the Works is located requires that a subcontractor be registered or licensed to carry out the work described in the Tender Documents the Bidder must produce evidence that it is registered or licensed.

## **3. BIDDER TO INFORM ITSELF**

- 3.1 A Bidder must:
- a. acquaint itself with all aspects of the Tender Documents (including all documents included or referred to in them);
  - b. examine all other relevant information available on reasonable enquiry; and
  - c. satisfy itself as to the completeness, correctness and sufficiency of its Tender, before submitting its Tender.
- 3.2 The Tender Documents are issued by PCL and are provided to the Bidder for the purposes of considering whether to submit a Tender for carrying out the Subcontract Works.
- 3.3 The Tender Documents do not purport to contain all relevant information in relation to the Subcontract Works and are provided solely on the basis that a Bidder will be responsible for making its own assessment of the matters referred to in the Tender Documents. A Bidder is advised to verify all relevant representations, statements and information (including those contained or referred to in the Tender Documents or made orally during the course of any discussions with the PCL, its employees or agents) as they could be incorrect or incomplete.
- 3.4 In particular, PCL has relied on the reports prepared for it by various consultants and other parties. PCL has not independently verified the information contained in those reports and they could be incorrect or incomplete. PCL and its directors, employees and agents do not make any representation or warranty (express or implied) as to the accuracy or completeness of the information provided to a Bidder.
- 3.5 To the extent permitted by law, PCL accepts no responsibility and a Bidder waives any right under the Subcontract, at law or in equity which it might now or in the future have against PCL and its directors, employees and agents in respect of errors in, or omissions from, the Tender Documents.
- 3.6 A Bidder should review potential risks with its legal and financial advisers and make its own evaluation of its Tender submission.
- 3.7 Each Bidder, by submitting its Tender, acknowledges, agrees and represents to PCL that it has:
- a. Inspected and fully informed itself of the Site and local conditions affecting the site and Subcontract Works, including the physical conditions of the Site and the areas adjacent to and surrounding the site at or below the surface, including weather conditions and satisfied itself as to the true nature and extent of the Subcontract Works including the protection from damage or loss of adjoining properties and Authorities Services within and adjacent to the Site;
  - b. Ascertained for itself all information relevant to the cost of performing the Subcontract Works, with particular reference to the requirements of the Authorities having jurisdiction over the Works and the Subcontract Works;

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- c. Ascertained the condition, extent and location of existing permanent services connected to the Site and existing and proposed temporary services;
  - d. Made all allowances for current practices and future trends in building construction with respect to Statutory Authorities and requirements for work practices and safety procedures, including all relevant Codes of Practice;
  - e. Formed its own assessment of the amount of work, materials, plant and similar items necessary to carry out the Subcontract Works and of the difficulties and hazards which will attend the execution of the Subcontract Works;
  - f. Allowed for the timely provision of all labour and materials necessary to ensure the performance and completion of the Subcontract Works in accordance with the Works Programme after allowing for:
    - i Working the minimum number of hours per week specified in the Appendix;
    - ii Compliance with any restrictions on working hours imposed by Authorities or resulting from constraints which may be imposed by nearby businesses or residences having regard to the nature of Subcontract Works; and
    - iii Costs of and incidental to the provision of imported Goods and Materials.
  - g. Made proper and adequate allowance for all of the risks and matters which might impact upon the Subcontractor's ability to complete the Subcontract Works in accordance with the Subcontract Documents.
  - h. All applicable out-of-town expenses, including but not limited to lodging, meals, per diems, travel, mileage, etc.;
- 3.8 By submitting its Tender, the Bidder is agreeing to provide all the items referred to or indicated on or in the Subcontract Documents, or to be inferred from them, to perform the Subcontract Works in accordance with the Subcontract.
- 3.9 No adjustments to the Subcontract Amount will be made for the Subcontractor's misunderstanding or faulty assessment of the Subcontract Works, the Drawings or the Specification or for its lack of knowledge of the nature and conditions on or about the Site.

### **CONFLICT OF INTEREST**

- 3.10 The Bidder must not place itself, and must ensure that its officers, employees, agents and advisers do not place themselves, in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of PCL and the Bidder during this Tender process.
- 3.11 If, during the Tender process a conflict of interest or perceived conflict of interest arises, or appears likely to arise, the Bidder must notify PCL. immediately and take such steps as required resolving or otherwise dealing with the conflict.

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#### **4. INFORMATION TO BE PROVIDED BY TENDERS**

4.1 Each Bidder must provide the following information in its Tender:

- a. Details of key personnel, together with an organisation chart nominating the full-time personnel such as the Project Manager, Supervisor, QA representative and OH&S representative, who will work on the Project; Tender Schedule 9;
- b. Where applicable, details of proposed secondary subcontractors to be used, including speciality and responsibilities of the secondary subcontractors; Tender Schedule 10, and include the following:
  - Detail methods to liaise with international suppliers to increase opportunities for local industry;
  - Identify work packages and items with the potential for import replacement by local products; and
  - Identify and assess the local value-added content in a product or service. Tender Schedule 10;
- c. Upon award the Bidder's Corporate Trade Quality Assurance System including a quality management plan for the Subcontract Works compliant with the requirements of ISO9001:2015;
- d. A detailed statement of its financial ability and resources to complete the Subcontract Works;
- e. Details of all project insurances maintained by the Bidder; Tender Schedule 11, and;
- h. Confirmation of its commitment to the Occupational Health and Safety of all persons on the Project, and site specific OHS&E plans will be provided post award within three (3) weeks.

#### **Programme**

4.2 The Bidder shall meet or exceed the required dates outlined in the Construction Programme included in the Tender Documents.

#### **Subcontract Works Methodology**

- 4.4 The Bidder must provide details of the Bidder's proposed Subcontract Works methodology for executing the Subcontract Works.
- 4.5 Where applicable, if a Bidder is selected as the preferred Bidder it will be required to develop the proposed methodology for executing the Subcontract Works to a standard acceptable to PCL (in its absolute discretion) which methodology will then be incorporated into the Subcontract Programme.
- 4.6 Bidders may be required to obtain from agents and/or distributors of equipment manufactured or designed overseas and provide the following additional details following submission of a Tender:
  - i Local knowledge of proposed equipment and experience with similar installations;
  - ii Locations of similar completed systems available for inspections in Australia or overseas; and,
  - iii Local facilities for maintenance of the equipment including storage of spare parts and design details;
- 4.7 Incomplete and/or incorrect data supplied by a Bidder will not give rise to relief of the obligation to fully complete the Subcontract Works in accordance with the Subcontract.

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## **5. OPENING OF TENDERS AND ACCEPTANCE OF SUCCESSFUL BIDDER**

- 5.1 The opening of Tenders will not be public and a Bidder (or its representatives) is not permitted to attend the opening of Tenders.
- 5.2 Any documents submitted as part of a Bidder's Tender and alternative proposal will remain the property of PCL for the purposes of evaluation as PCL sees fit.
- 5.3 PCL is not bound to accept the lowest of any Tender.
- 5.4 Any Tender submitted must be in strict accordance with the Tender Documents. Any Tender not constituting a fully conforming Tender may be regarded by PCL as informal and rejected. However, PCL reserves the right to waive informalities or non-conformity in any Tender received.
- 5.5 The Bidder may also lodge a Non-conforming Tender by:
- a. submitting a clearly marked Non-conforming Tender price;
  - b. specifying any amendment of the Tender Documents or the Conforming Tender which applies to the Non-conforming Tender; and
  - c. stating the reasons for each amendment of the Tender Documents or the Conforming Tender included in the Non-conforming Tender.
- 5.6 The Bidder shall not submit a Non-conforming Tender under clause 5.5 without submitting an accompanying Conforming Tender.
- 5.7 Bidders are invited to submit cost effective alternative proposals that reflect the design intent of the Tender documents without compromising performance criteria. Alternative Tenders containing qualifying conditions or exceptions must include the sums of money which are directly attributable to those conditions or exceptions. The acceptance of any alternative Tender subject to qualifying conditions or exceptions is entirely at the discretion of PCL.

## **6. REFERENCES AND FINANCIAL CAPACITY**

- 6.1 A Bidder acknowledges and agrees that:
- a. PCL may conduct a financial risk assessment and contact any of the Bidder's clients and the Bidder's bankers and creditors; and
  - b. it may request any of the Bidder's clients, creditors and bankers to provide PCL with any relevant information sought by PCL in respect of the Bidder's technical and financial capacity to carry out the Subcontract Works.
- 6.2 If required by PCL, the successful Bidder will be required to provide a Deed of Parent Company Guarantee (in the form attached to the Subcontract) in favour of PCL. The Deed of Parent Company Guarantee must be provided by the ultimate parent company of the Bidder.

## **7. EVALUATION CRITERIA**

- 7.1 In accordance with its corporate policies, and where applicable, PCL will require that certain mandatory requirements must be met for a Tender to be considered. The requirements are not listed in any special order.
- 7.2 The mandatory requirements are:
- a. Bidder's commitment to Occupational Health and Safety including compliance to all relevant regulations;



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- b. Valid insurance coverage, registrations and licenses as required by the state in which the operations are located, with evidence made available upon request;
- c. Evidence of the Bidder's commitment to quality management;
- d. Bidder's acceptance of the PCL Subcontract Deed; and,
- e. Confirmation of Aboriginal content (Ownership or Labour);
- f. Confirmation of Enterprise Agreements;

7.3 Where applicable, PCL will evaluate all valid Tenders in accordance with the criteria set out as follows. The criteria are not listed in any special order and are not accorded equal weighting.

7.4 The evaluation criteria are:

- a. Bidder's price for carrying out the Subcontract works, and assessment to value for money;
- b. Scope of works tendered on by the Bidder and the sufficiency of the Tender Price to carry out PCL's full scope of Subcontract Works;
- c. Evidence of the Bidder's understanding of and responsiveness to PCL's requirements;
- d. Proposed methodology for executing the Subcontract Works, including methodology statement, roles of key staff, and evidence of efficient, effective and ethical use of resources;
- e. Bidder's demonstration of its experience at successfully executing projects of similar type, size and complexity;
- f. Qualifications, relevant experience and proven track record of each of the personnel that a Bidder proposes to employ in the execution of the Subcontract Works, with emphasis on demonstrated recent track record of successfully completing similar roles and projects;
- g. The local content of the subcontract works provided for executing the Subcontract works, evidence of value for money judgement by consideration of local products and services alongside imported alternatives;
- h. Evidence of the bidder encouraging competition through the supply chain;
- i. Evidence of the Bidder's demonstrated performance in quality management;
- j. Bidder's demonstration of its financial capacity to carry out the Subcontract works the Tender and evidence of accountability and transparency; and
- k. The completeness and sufficiency of the Tender;

## 8. **SELECTION OF PREFERRED BIDDER**

- 8.1 Where applicable, following assessment of the Tenders and alternative proposals, one or more Bidders whose Tender(s) or alternative proposal(s) is/are considered to best meet the assessment criteria may be short listed. Without in any way limiting clause 9.1, following clarification and negotiation, one Bidder will be selected by PCL to proceed to execution of the Subcontract Deed.
- 8.2 PCL will, as appropriate, engage in clarification, discussions or negotiations with any Bidder for the purpose of clarifying its Tender and alternative proposal (if any).
- 8.3 PCL may, in its absolute discretion, conduct simultaneous discussions to clarify or improve Tenders or alternative proposals with more than one Bidder.

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8.4 The preferred Bidder(s) will if requested be required to make a formal presentation of limited duration as part of the assessment process.

## **9. AWARD OF SUBCONTRACT**

9.1 The Subcontract shall be awarded to the successful Bidder by way of a binding Letter of Appointment enclosing:

a. Two execution copies of the Subcontract Deed;

9.2 It shall be a condition subsequent to the award of the Subcontract that the successful Bidder shall, within five (5) days of the Letter of Appointment:

a. Execute the Subcontract Deed; and

b. Provide the security, if any, required by the Subcontract;

9.3 Without prejudice to any of its other rights, if the Bidder fails to fulfil its obligations under subclause 9.2, then PCL may cancel the Letter of Appointment and recover from the Bidder any losses it has sustained as a consequence of the Bidder's failure to fulfil its obligations.

## **10. COST OF TENDERS AND ALTERNATIVE PROPOSALS**

10.1 PCL is not responsible for any costs and expenses incurred by Bidders in the preparation and submission of Tenders and alternative proposals including, but not limited to, any site investigations, attendance at meetings and providing any additional information required by the PCL, which may or may not lead to the execution of the Subcontract Deed.

10.2 All costs and expenses incurred by Bidders in the preparation and submission of Tenders and alternative proposals will be borne entirely and exclusively by the Bidders.

## **11. RIGHT TO AMEND THE TENDERING PROCESS**

PCL reserves the right to amend, vary or supplement the conditions, process, guidelines and criteria set out in these Conditions of Tendering without notice to any Bidder. To the extent permitted by law; Bidders shall have no entitlement to claim; and PCL shall not be liable on any claim, under the Subcontract, at law or in equity with respect to PCL exercise or failure to exercise such rights.

## **12. UNLAWFUL INDUCEMENTS**

PCL may (in its absolute discretion) decide not to evaluate (or continue to evaluate) a Bid if the Bid has been prepared in breach of or otherwise inconsistently with any Statutory Requirements regarding the offering of unlawful inducements in connection with the preparation of a Bid or during the Tender process.

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## **ATTACHMENT A:**

### **GENERAL PRELIMINARIES SPECIFICATION**

#### **1. Interpretation**

- 1.1 In these PCL General Preliminaries Specification, unless the contrary intention appears, words defined in the PCL General Conditions of Subcontract and Subcontract Deed have the same meaning in these PCL General Preliminaries Specification.

#### **2. Building Tolerance**

- 2.1 The Subcontractor shall make all necessary allowances for building and construction tolerances when measuring and executing the Subcontract Works. Details of the tolerances applicable for the Subcontract Works are available for viewing in PCL site office and as referred to in the Subcontract Document and consultant specifications.

#### **3 Hazardous Materials**

- 3.1 The Subcontractor must supply to PCL a Materials Safety Data Sheet (no greater than 3-5 years old) for all materials and/or substances it intends to use during the execution of the Subcontract Works which are either chemicals, or products which contain chemicals, or fibres.
- 3.2 Such Materials Safety Data Sheets shall be submitted to PCL in duplicate, in an approved format twenty eight (28) days before requiring the materials on site. No such materials may be used or brought onto the site without the express written approval of PCL.
- 3.3 The Subcontractor shall accept full responsibility for the adherence to all applicable codes regarding the safe usage, storage and installation methods of such materials and for the protection of its' employees and all other site personnel.

#### **4 Site Security**

- 4.1 Access to the Site will be strictly limited to personnel associated with the Works. All employees of the Subcontractor and its' subcontractors or suppliers shall be required to carry a pass issued by PCL.
- 4.2 Applications for security passes shall be made to PCL seven (7) days prior to the person starting on site.
- 4.3 No responsibility will be accepted by PCL for any items stolen/damaged from or by the subcontractor.

#### **5 Shop Drawings**

- 5.1 All shop drawings required to be submitted in accordance with the specification documents shall be submitted in electronic format in PDF format;
- 5.2 A schedule of proposed shop drawings, with submission dates, is to be provided to PCL within seven (7) days of the execution of the Subcontract Deed.

#### **6 Signs**

- 6.1 Subcontractors will not be permitted to erect or display signs of any nature unless approved in writing by PCL

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## **7 Coordination**

- 7.1 The Subcontractor shall also coordinate the actual execution of the Subcontract Works on the site;
- 7.2 No part of the Subcontract Works is to be executed where it will later conflict with other services, building structures or works. Upon discovery of a conflict, ambiguity or inconsistency, the Subcontractor shall **IMMEDIATELY** advise PCL **PRIOR** to any Works being carried out and a direction will be given by PCL.
- 7.3 Due and proper consideration shall be given to the works of other trades so that these are not built out or obstructed by this Subcontractor's Works;
- 7.4 Failure to observe these requirements may result in parts of the Subcontract Works having to be removed at the cost of the Subcontractor. The order of service installation to each area will follow the Works program and will be advised by PCL.

## **8 Compliance with Australian Standard or Authorities**

- 8.1 The Subcontractor shall review and check the Subcontractor Documents to ensure the Subcontract Works meets the requirements of all Authorities requirements and Australian Standards.

## **9 Layouts and Details on Drawings Indicative Only**

- 9.1 The layouts and details shown on the drawing or listed or referred to in the Subcontract Documents are indicative only. All dimensions and building features must be checked by the Subcontractor on Site before proceeding with the Subcontract Works.

## **10.0 Subcontractor to Remedy Damage to Other's Works**

- 10.1 The Subcontractor shall be responsible for making good, at its expense, any damage to the Works of PCL or other Subcontractor or Authorities works, services, fencing/safety paths, piping, roadways, kerbs and guttering or any adjoining property which may be disturbed and/or damaged due to the execution of the Subcontract Works. All necessary repairs shall be carried out immediately or they shall be carried out by PCL at the Subcontractor's cost and will be deducted from the Subcontract Amount.

## **11.0 Supervision**

- 11.1 The Subcontractor shall employ competent supervisor and necessary assistants who shall be in attendance at the place of work while work is being performed.
- 11.2 The Subcontractors appointed supervisor will be required to attend site coordination meetings as requested by PCL.

## **12.0 SAFETY**

- 12.1 All Subcontractors will be responsible for health and safety of their workers as regulated by Worksafe.
- 12.2 Each Subcontractors operation shall comply with the codes concerning safety applicable to the project and Safety Standards and rules established during the progress of the work.
- 12.3 All subcontractors shall be responsible for submitting and maintaining an alcohol breathalyzer program and policy to the satisfaction of PCL, which shall be implemented prior to the start of work each day. All records for each employee shall be kept for the duration of the project and submitted weekly with all safety documentation.
- 12.4 Successful bidder shall familiarise with PCL Safety Policy, which must be followed by all Subcontractors during the course of the project. A copy of this policy is available upon request from PCL.

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### **13 Temporary Facilities**

The preliminary items and responsibilities for providing such items is shown in Attachment B.

- 13.1 PCL shall provide the subcontractor with a temporary office and lunch room, with quantities as stipulated under the Tender Package. Storage buildings and other structures required for the performance of their work shall be the responsibility of the subcontractor, subject to the approval of and located as directed by the PCL Senior Construction Project Manager. Cleaning of all temporary buildings shall be the responsibility of the subcontractor and shall be cleaned on a regular basis to the satisfaction of PCL.
- 13.2 The Project Site has limited storage and unloading area. Each Subcontractor will be required to package materials to suit site conditions and also schedule and co-ordinate with PCL all material deliveries to project site. Restrictions to trucking size and frequency may be imposed by PCL during certain phases of the work.
- 13.3 Temporary toilets will be provided at various locations by PCL for use of Subcontractors forces.
- 13.4 Each Bidder shall include for all tools, equipment, ladders, scaffolds and all other equipment necessary to perform their work.

### **14 Temporary Power**

- 14.1 Temporary power required to complete the scope of works shall be provided by the Subcontractor.

### **15 Temporary Hoisting**

- 15.1 Subcontractors are responsible for hoisting their own materials.

### **16 Deliveries**

- 16.1 All deliveries are to be coordinated with the PCL Senior Construction Project Manager and delivered in accordance with the PCL Traffic Management Plan. This includes only the use of roads outlined in any Road Use Agreements;
- 16.2 For all and any material and/or equipment supplied by PCL under the Subcontract, the subcontractor shall be responsible for all coordination and handling once delivered to the project site, including but not limited to all un-tarpping, un-strapping, unloading, temporary storage and staging, re-location to final installation location, and double handling as required.

### **17 PM4+ Project Site**

- 17.1 All drawing releases, shop drawing submittals, change documents, RFI's, deficiency reports, etc. shall be thru PCL's PM4+ Project Site. Successful subcontractors will be provided access to the project site after acceptance of the User Agreement.

### **18 Confidentiality**

- 18.1 The subcontractor shall treat all information regarding the existence of the project as confidential and shall not disclose any information without the written agreement of PCL.

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**ATTACHMENT B:****SCHEDULE FOR SUPPLY OF PRELIMINARY ITEMS**

<u>Items</u>	<u>SUPPLIED BY</u>
<b>1. <u>Site Accommodation</u></b>	
a. Lunch Room / Change Room	PCL
Project Management Office	PCL
b. Cleaning of Lunch Room/Change Room	Subcontractor
c. Toilets	PCL
d. First Aid Room	PCL
e. Storage	Subcontractor
<b>2. <u>Temporary Services – Electricity</u></b>	
a. All temporary electrical services required to complete scope of work	Subcontractor
<b>3. <u>Temporary Services – Lighting</u></b>	
a. Safety, Emergency and General Lighting at Project Entrance	PCL
b. Task Specific Working Lights and Flood Lights	Subcontractor
<b>4. <u>Other Services</u></b>	
a. Water (Potable)	Subcontractor
b. Temporary Access – Site / Level	PCL
c. Temporary Access – Subcontract Works Specific	Subcontractor
<b>5. <u>General</u></b>	
a. Telephone, Computers and Fax	Subcontractor
b. Cleaning of Works	Subcontractor
c. Protection of Works	Subcontractor
<b>6. <u>Recycling of Waste</u></b>	
a. Main Recycle bins at Ground Level	PCL
b. Placement of Waste into Recycle Bins	Subcontractor

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## **PART B – SCOPE OF WORKS:**

This Scope of Works is not inclusive of all activities for this Subcontract. These activities however are to be included and used in conjunction with the any other documents to help clarify areas of uncertainty.

### **1.0 General**

The Subcontractor shall be responsible for and include the following:

The Subcontractor shall provide for all temporary works (including design of), all labour, plant, materials and equipment, supervision, transportation, setting-out (from grid/datum by others), off-loading and hoisting, removal, co-ordinating and interface with other Subcontractor's, attendance's as defined, testing and commissioning together with all other items necessary to carry out and complete the works as referred to below and defined in the Subcontract Documents.

### **2.0 Commencement of Work**

- 2.1 The submission of a Tender constitutes the bidder's agreement to commence work promptly and to execute the work without interruption until completion, in accordance with the schedule provided by PCL.
- 2.2 As time is of the essence, the successful bidder shall immediately upon receipt of acceptance proceed with the preparation of shop drawings and/or samples and procurements for the major component materials and equipment to avoid delay to the work.

### **3.0 Project Wide Scope of Subcontract Works**

#### 3.1 General

1. The Scope of Works includes but is not be limited to: coordination, design, design development, problem solving, computations, shop detailing, fabrication, drawings, insurance, full time off-site and on-site supervision, sufficient skilled trades persons and general labour resources off-site and on-site at all times, transport, storage, equipment, plant, deliver, materials handling and lifting, access platforms, preparation, manufacture, installation, clean up, protection, testing, commissioning, certification, warranting and preventative maintenance of the Subcontract Works in accordance with the Subcontract, ensuring the Project is fit for the intended purpose and to the highest quality and workmanship standards. The Subcontractor understands they will be they will be required to coordinate and work with the PCL design consultants to provide the necessary input so that the final design provides the best value for money, aesthetics, quality and buildability outcome. The Subcontractor must accept all risk associated with the design and installation of the Subcontract Works.
2. The Subcontractor must fully comply with the requirements of **Engineer, Procure, Construct Contract Schedule 19 – Project Specific Laws** issued with the Tender documents.
3. The Subcontractor must provide coordinated shop drawings of the work which clearly indicate the features that are required by the specification, the interface of the work with other trades and the finishes. The drawings shall be drawn to scale, DWG electronic format and PDF format. DWG format drawings shall have all files bound to enable the drawing to be viewed in its entirety without reference to other files.
4. The Subcontractor confirms the scope includes full compliance with all relevant and current statutory building regulation, Codes and Standards. The Subcontractor is responsible for ensure all relevant Codes of Practice and Australian Standards are adhered to.
5. The Subcontractor is to attend all site meetings and other information sessions including inspections and buildability workshops that are pertinent to the Subcontract Works.
6. Note that the Subcontractor is to satisfy himself that all work covered by the drawings and specifications, whether or not highlighted in this Scope is included.
7. The Subcontractor shall provide Certificates and Warranties as required by the specification(s) and Subcontract. The Subcontractor must forward all warranties and guarantees for materials and workmanship

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in accordance with the Specification requirements and Subcontract prior to release of first payment. All warranties provided by the Subcontractor and relevant manufacturers are to be project specific and in accordance with all project documentation requirements.

8. The Subcontractor has allowed for inspections and site measurement of areas prior to commencement on Site.
9. The Subcontractor shall ensure that it has been issued with the latest documentation at all times.
10. Any schedules of quantities provided are for information purposes only and no guarantee is made as to quantities and information contained therein.
11. The Subcontractor, upon entering into the contract, shall give notice, pay all fees, and obtain all permits, certificates, approvals and other authorisations as required for the execution of the Subcontract Works only, and certification at completion.
12. The Subcontractor accepts they are to allow for and give sufficient notice of all inspections required as stipulated in the drawings, specifications and all other times as reasonably required by the Builder to align with the Project's QA/QC requirements.
13. Drawing register and sample registers pertaining to the Subcontract Works to be established and maintained.
14. The Subcontractor must ensure that materials selected for use in the Subcontract Works are compatible with each other as well as materials installed by others to which the Subcontract Works will interface with. The Subcontractor must undertake its own assessment to ensure no compromise to the Subcontract Works will occur due to incompatibility of materials selected.
15. The Subcontractor is to take such measures as are necessary to ensure that works are not jeopardised by wet weather.
16. The Subcontractor has allowed for dewatering their work areas where required to continue / complete the Subcontract Works.
17. The Subcontractor is to ensure no fixings or markings (either temporary or permanent) are made to any visible permanent surface, unless approved in writing by the Builder.
18. The Subcontractor is to check and confirm (via site measurement) of all site dimensions / set out, structure and surrounding trade's work, and is to advise the Builder of any inconsistency, ambiguity or irregularity that may impact the Subcontract Works, prior to commencement. Commencement will be deemed acceptance of substrate.
19. The Subcontractor is to undertake all site measurement, marking, drilling, coring, cutting, welding, soldering, chasing, sawing and chemical anchoring as required to execute the Subcontract Works.
20. The Subcontractor is to immediately remove all steel shavings (grinder, drilling etc.) to prevent rust staining to theirs and others finished works.
21. The Subcontractor is to provide all site welding required under the Subcontract Works, inclusive of all welding / flash screens & hot works permits associated.
22. It is the responsibility of the Subcontractor to ensure the Subcontract Works fit into the required space and position. Any modifications to the works required are the responsibility of the Subcontractor.
23. The Subcontractor is to provide all necessary survey and set-out (by a competent party) of the Subcontract Works from datums and grid lines provided by the Builder (twelve (12ea) bench marks will be provided across the project site).
24. The Subcontractor is to undertake any out of sequence works required to complete the Subcontract Works.
25. The Subcontractor to allow for the design, fabrication, erection and removal of all temporary works (including scaffolding) required for the completion of the Subcontract Works.



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26. The Subcontractor is responsible for providing protection of the Subcontract Works until Practical Completion. The Subcontractor is to include for the full maintenance of this protection and removal and disposal just prior to Practical Completion / Handover or as directed by the Builder.

### 3.2 Logistics

27. The Subcontractor is to store all materials and components off-site until required. In the event materials are required to be stored on-site (subject to availability and Builder's discretion), the Subcontractor is to obtain written approval from the Builder and will agree upon a designated storage area. It is the responsibility of the Subcontractor to ensure all materials are protected and stored securely at all times. Replacement of any damaged or stolen materials is to be at the Subcontractor's expense. PCL will keep the Subcontractor informed of delivery requirements and subsequent changes so as off-site storage is minimized.
28. The Subcontractor accepts the scope includes all transport and cartage costs for all items, material and equipment supplied under the subcontract;
29. The Subcontractor is responsible for the protection of their goods during transportation and handling.
30. The Subcontractor has allowed for all necessary materials and equipment for access to complete the whole of the works including movement of materials and equipment to the required positions.
31. The Subcontractor is to co-ordinate delivery of materials for the Subcontract Works with the sequencing / timing of other works occurring on site & any is to adhere to any other requirements of the Builder including, programming and notice / booking procedures for cranes and hoist. Costs for returns, 'standing time', delivery or reloading will be deemed included in the Subcontract Sum.
32. The Subcontractor must allow for all coordination (and co-operation) with all other trades in a timely manner to ensure the works continue unrestricted to completion. No additional costs will be considered by PCL for any coordination problems throughout the duration of the works.
33. The Subcontractor is responsible for all transport, loading and material handling requirements for delivery to site, and after the goods are unloaded (by the Subcontractor) to agreed area. It is the responsibility of the Subcontractor to provide any specific lifting equipment (slings /lugs / certified enclosed lifting cages, pallets etc.) as deemed required for the Subcontract Works and approved by the Builder. Craneage for installation of the Subcontract Works is to be provided by the Subcontractor.
34. The Subcontractor is to provide all horizontal (and vertical via mobile crane / hoists / lifts (where craneage not available) material handling and movements. The Subcontractor has included any double handling / relocation of materials as required and / or directed by the Builder.
35. The Subcontractor is responsible for providing all labour required for unloading and moving all their materials on Site.
36. The Subcontractor is responsible for the removal of all associated plant and equipment from Site on the completion of the Subcontract Works.

### 3.3 Occupational Health Safety and Environment

37. The Subcontractor shall adhere to all relevant Occupational Health and Safety Workcover Regulations / Work Practices. This includes the submission of specific Work Method Statements prior to commencing on Site.
38. The Subcontractor shall ensure that all OH&S requirements are met in accordance with current legislation to ensure that the Site is safe.
39. The Subcontractor shall provide OH&S plans, work procedures and documentation regarding deliveries.
40. The Subcontractor shall acknowledge the intent and requirements of the projects Construction Environmental Management Plan (CEMP) and undertakes to abide by these requirements.
41. The Subcontractor shall be responsible for carrying out the works in accordance with Construction and Environmental Management Plans and provide certification where necessary.

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42. The Subcontractor shall keep roads and pavements free from subcontractor waste, dirt, dust and mud at all times and to the EPA requirements.
43. The Subcontractor shall be responsible for maintaining their work area in a clean and tidy state, especially the removal of unused and discarded material each working day. Good housekeeping and orderliness is a basic requirement for all jobs and must be maintained at all times. Specific attention must be given to maintaining clear walkways, removal of trash, removal of slipping and tripping hazards, and proper storage of materials. Should the Subcontractor fail to comply with this requirement, the Builder may clean the area and deduct the cost of the work from the Subcontractor's contract price.
44. The Subcontractor shall provide material safety data sheets (MSDS) for approval of all products to be used on site three days prior to materials being brought to site.
45. The Subcontractor accepts all employees (including staff) are to be inducted on Site prior to any work being undertaken (seven (7) days notice is required prior to inductions) and comply with all site rules and PPE site requirements.
46. The Subcontractor shall ensure that all workers have OH&S White Card (or equivalent) and relevant induction. The subcontractor shall make their personnel available for a PCL site specific induction and 4hr training prior to commencement onsite.
47. The Subcontractor shall be responsible for electrical equipment tagging of the Subcontractor's equipment.
48. The Subcontractor is to supply and install all required task lighting.
49. The Subcontractor shall provide certified First Aid personnel when working on site
50. The Subcontractor shall comply with the requirements of the Safety Committee and promptly action any matters which have been raised.
51. The Subcontractor shall make available an appropriately trained and accredited representative for the Site Safety Committee and who is to attend safety walks as required by the Site Safety Committee.
52. The Subcontractor shall issue a site-specific safety plan for the project fourteen (14) days prior to the commencement of the work.
53. The Subcontractor shall prepare and implement an OHS System, or a Workplace Health and Safety Management Plan inclusive of an approved Work Method Statement. (Note that the Subcontractor's system or plan will be reviewed by the Builder and any shortcomings will be amended by the Subcontractor prior to commencing work.)
54. The Subcontractor shall ensure all elements within their system or plan are actioned and monitored to ensure that no person at or adjacent to the site is at risk of illness or injury caused during the execution of the Subcontractor's scope of work.
55. The Subcontractor shall allow for all safe working platforms necessary to carry out their Subcontract Works (including scaffold, EWP, etc.). The Subcontractor should also allow for safe access and egress to these safe working platforms.
56. The Subcontractor shall allow to install all appropriate caution signage, protection barricading and hand railing as required.
57. The Subcontractor shall note that elements within the system or plan will comprise of but not be limited to the following:
  - a) Statement of Safety Policy, Responsibilities and Duties
  - b) Safety rules
  - c) Risk management practices
  - d) Safe work procedures
  - e) Training and competency
  - f) Safe hazardous substance supply and use
  - g) Accident and incident response and reporting procedures
  - h) Consultative arrangements, Injury Management, Return to Work (RTW) Policy and Procedures

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58. The Subcontractor shall at all times be a participant and stakeholder in the pursuit of maintaining and where possible improving the Builder's Site Safety Objectives and Targets.
59. The Subcontractor shall note that smoking, alcohol and non-prescription drugs are not permitted on any PCL site and abide by these requirements. The subcontractor shall also submit and maintain an alcohol Breathalyzer program and policy to the satisfaction of PCL, which shall be implemented prior to the start of work each day. All records for each employee shall be kept for the duration of the project and submitted weekly with all safety documentation.
60. The Subcontractor shall provide the Builder's representative with Material Safety Data Sheets (MSDS) & SWMS for review prior to bringing any hazardous substance onto the Site.
61. The Subcontractor shall note that the minimum Personal Protective Equipment (PPE) requirements are as follows:
- a) Head protection (hard hat)
  - b) Eye protection - safety glasses as minimum, full face protection when welding or grinding
  - c) Foot protection - Industrial footwear, steel capped boots
  - d) High visibility clothing - Reflective safety vest or work shirts
  - e) Long sleeve shirts
  - f) Long trousers
  - g) Hand protection - appropriate gloves (fit for purpose).
62. The Subcontractor shall note that additional Personal Protective Equipment (PPE) is required where applicable for the task or situation at hand as determined by the relevant Risk Assessment, Work Method Statement & MSDS. This may include, but not limited to:
- a) Eye/Face protection (i.e. Safety Goggles, Full Face shield)
  - b) Hearing protection- ear plugs or ear muffs
  - c) Respiratory protection – respirators, face masks, cartridge filters
  - d) Body protection- Aprons, safety harness.
63. Portable radios, cassette players, 'MP3' type players are considered to be a safety hazard and therefore the use of this equipment is not permitted on the site. Mobile phones are considered to be a safety hazard. Only Supervisors are allowed to use mobile phones on site and only for work purposes, when using mobile phones, the Supervisor must position themselves in an area that is isolated from site hazards.
64. The Subcontractor shall prior to using approved powered mobile plant on-site:
- a) Ensure a pre-site plant inspection is completed using the PCL approved form, including evidence of service maintenance.
  - b) Submit site specific risk assessment and accompanying SWMS to PCL for review and approval at least seven (7) days prior.
65. The Subcontractor is to provide all handrails, guards, interlocks and platforms that are required for the safe maintenance of equipment.
66. Any Subcontractor who creates or exposes a hazard is responsible for that area and shall not leave the area exposed or unguarded. Failure to replace and/or repair opening protection and rails upon leaving the area will result the Builder replacing and repairing the opening protection and rails. The cost of this work shall be deducted from the Subcontractor's Subcontract Amount.
67. The Subcontractor understands that a minimum seven (7) day notice must be given for all inductions. This is then followed up with another forty-eight (48) hours confirmation prior to induction taking place. No personnel will be inducted unless these requirements are adhered too.

### 3.4 Quality

68. The Subcontractor must adhere to PCL's Quality Assurance system requirements. The Subcontractor is responsible for submission of a Quality Assurance Plan within fourteen (14) days of Subcontract Award. This includes submission of all necessary ITPs and ITRs relevant to the Subcontract Works detailing frequency and extent of inspections and ITRs to be completed.

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69. The Subcontractor must implement and maintain a Quality Assurance system in accordance with AS/NZS ISO 9001. The status of the Quality Assurance program shall be used to assist with the assessment of progress claims.
70. The Subcontractor is to allow for all samples of components, assemblies and finishes in accordance with the specifications. The subcontractor must receive sample approval before installation of the product occurs.
71. The Subcontractor is to ensure all raised defects are completed prior to the Builder's Technical Completion (or as directed by the Builder) as this is a pre-requisite to final payment.
72. The Subcontractor is to arrange, co-ordinate and pay for any repair and reinstatement of any damage caused to surrounding / adjacent finishes and surfaces as a result of their operations, Subcontract Works, or lack of protection / care thereof. As part of their company procedures and good industry practice, the Subcontractor will advise the Builder immediately should they damage any part of the Works or other property.
73. The Subcontractor is to allow for all test reports and samples of components, assemblies and finishes in accordance with the specifications and any other sample requirements for the purposes of accreditation requirements. The subcontractor must receive sample approval before installation of the product occurs. No deviation from specification is entitled without approval or instruction of the Builder.

### 3.5 Programme

74. The Subcontractor is responsible for maintaining their works on programme and where required to meet the construction programme, allowance to accelerate works.
75. The Subcontractor shall submit within fourteen (14) days after notification of award of contract, a programme of compliance confirming concept design, shop drawings, samples, approvals, testing, procurement, manufacture, start/finish dates, installation, commissioning and handover to suit the Builder's program and including the applicable resources to complete the works.
76. Revise the program from time to time as required by the Builder.
77. Acknowledge that whilst the Builder shall make reasonable efforts to ensure continuity of work, the continuity of work is not guaranteed and shall acknowledge that the Subcontractor has allowed for the discontinuity of work in his price.
78. The Subcontractor is to allow for return visits as required by the programme.

### 3.6 Supervision

The Subcontractor shall:

79. Provide all necessary supervision to perform the works.
80. Provide a nominated supervisor who:
  - a) Will be the main contact for the Builder's staff in relation to the day to day performance of the Subcontract Works. The Builder's staff are not required to engage in dealings directly with the Subcontractor's direct employees, Subcontractors (and their employees), and any other personnel engaged by the Subcontractor with respect to the Subcontract Works.
  - b) Will be a person or person(s) who will attend the job on every working day, RDO's where requested, and who has the authority to make all decisions in relation to the Subcontract scope of works.
  - c) Will be able to communicate (both verbally and in writing) in the English language.
  - d) Will be required to attend all scheduled weekly site meetings and all additional meetings from time to time as necessary and requested by the Builder, for the duration of the project.
  - e) Is to be aware of the construction program, periodic task schedules, timing priorities, and ensure materials, labour, and the like, are ordered and coordinated in such a manner as to meet the same.
  - f) Will advise as to any impact on program prior to "an issue" having an impact.
  - g) Will co-ordinate direct employees, Subcontractors (and their employees), and any other personnel engaged by the Subcontractor with respect to performing the subcontract works.

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- h) Be responsible for the receipt and control of project documentation (drawings and specification) as issued to the Subcontractor under the subcontract and updated from time to time.
- i) Be responsible for the issue of current project documentation to direct employees, Subcontractors (and their employees), and any other personnel engaged by the Subcontractor with respect to performing the Subcontract Works.
- j) Be responsible for conveying documentation information to any person(s) employed / engaged by the Subcontractor with respect to performing the subcontract works (e.g. reading drawings, specification), to enable such person(s) to carry out the works.
- k) Be responsible for obtaining, submitting and maintaining all documentation required under OH&S legislation in relation to direct employees, Subcontractors (and their employees), and any other personnel engaged by the Subcontractor with respect to performing the subcontract works.
- l) Be responsible for coordinating the day to day cleaning of the workplace of the Subcontractors, rubbish, over supply, spillage, off-cuts, empty containers and the like, etc., by any person employed / engaged by the Subcontractor with respect to performing the subcontract works.

### 3.7 Commissioning and Certification:

The Subcontractor shall:

- 81. Test and commission the works in accordance with the specifications and the requirements of Authorities having jurisdiction over the works.
- 82. Provide certificates and certification required in accordance with the specifications, the BCA and relevant Building Surveyor when and as required.
- 83. Rectify all defects and non-compliances prior to Handover of the Subcontract Works.
- 84. Instruct and demonstrate to the Client or his representative in the operation and maintenance of the systems. The instructions shall include the requirements for registration, break down and emergency procedures, ongoing compliance with the regulations. These instructions shall be included in the operating and maintenance (O&M) manual.
- 85. The Subcontractor must provide operation and maintenance manuals for the products used in the Subcontract Works, in the format described and in the quantities requested by the Builder. Only electronic copies of the O&M Manuals are requested at this time. Covers will have a common format to be advised by the Builder. The Manuals will include all key design data, commissioning data and certification. The Subcontractor is to progressively upload all required information for O&M Manuals during the project as specified and required. The Subcontractor is to provide a completed draft copy of the maintenance manual for review at least twelve (8) weeks prior to completion of the Subcontractor's site installation.
- 86. The Subcontractor must provide "as built" drawing pertaining to the Subcontract Works, in the format described and in the quantities requested by the Builder. A draft copy of the "as built" drawings for review is to be provided at least twelve (12) weeks prior to completion of the Subcontractor's site installation. Five (5) sets of the approved drawings shall be issued prior to Technical Completion - four (4) as hard copies (three (3) as print sets and one (1) as a transparency set) and one (1) as an electronic copy, containing both DWG and PDF file formats.
- 87. Provide Installation Certification of the essential services and other works as required.
- 88. Provide warranties and Certificates of Compliance.
- 89. Submit full product maintenance manual and Warranty as per the Warranty Schedule. (*Refer to **Engineer, Procure and Construct Contract Schedule 14 – Subcontractor and Material Warranties issued with Tender documents***).
- 90. Provide all handover documents in electronic format.

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**Note that if any discrepancy, contradiction or omission appears in the specifications, drawings, schedules, scope of works, subcontract conditions, supporting documents and any addenda, the Subcontractor shall allow for the greater liability.**

**Note: No consideration will be granted for misunderstanding of faulty assessment of the works to be done or the materials to be furnished of the lack of knowledge of the nature or the conditions of the site.**

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#### **4.0 Trade Specific Scope of Subcontractor Works**

The Scope of Subcontract Works includes, but is not limited to the following, which although detailed, is not exhaustive and associated incidental materials and all works required to complete the Subcontract Works to the satisfaction of the Builder is deemed to have been allowed for and included within the overall Scope of Subcontract Works.

The Subcontractor shall as detailed in the drawings and specification and in strict accordance with the relevant Australian Standards, Authority requirements, Building Code of Australia and generally at Law provide all design, supervision, labour, materials, plant, equipment, testing and all works indispensably necessary to complete the Subcontract Works in strict accordance with the Subcontract Documents.

{ INSERT SPECIFIC SCOPE ITEMS }

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## **PART C – TENDER PACKAGE DOCUMENTS:**

The follow information shall be provided in the shared bidders folder:

- a. EPC (Prime) Contract and Schedules**
- b. Subcontract Deed**
- c. Construction Programme | Schedule**
- d. Conceptual Site Layout**
- e. Civil Drawings**
- f. Electrical Drawings**
- g. Structural Drawings**
- h. Pile Foundation Design Drawings**
- i. Single Axis Tracker Drawings**
- j. PV Module Data Sheet**
- k. PCL Health, Safety and Environmental Plan**
- l. Construction Environmental Management Plan (CEMP)**
- m. PCL Traffic Management Plan**
- n. Geotechnical Report**
- o. Environmental Impact Statement**

The shared folder can be found at the following location:

**00 - Gunnedah Solar\_Shared Bidder Folder**  
**Password: 2sVT3Z8Z**  
<https://pcl.egnyte.com/fl/18EazozLXf>



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**PART D – TENDER FORMS:****Tender Submitted By:**

<b>Name:</b>	[Type text]
<b>Address:</b>	[Type text]
	[Type text]

**Tender Submitted For:**

<b>Tender Package No.</b>	[Type text]
<b>Description</b>	[Type text]

Date: DD MM YYYY

Tender Package: **GUNNEDAH\_XXX\_TENDER NAME**

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**TENDER SCHEDULE 01 – FORM OF TENDER**

**To:** PCL Constructors Pacific Rim Pty Ltd.  
116-55 Flemington Rd  
North Melbourne, Victoria, Australia 3051

**Att:** Ryan O'Connell

- Having carefully examined the Project Site, instructions to Bidders. Conditions of tenders. General Preliminaries specification, Drawings, Specifications, Addenda and all other Tender Documents for the above mentioned Project, we the undersigned propose to furnish, without limitation, all materials, labour, equipment and services and perform the obligations which are required to be performed by the Supplier / Subcontractor in accordance with the instructions to Bidders:
- Our offer includes all of the terms contained in the Tender Documents without amendment, except to the extent modified in the Addenda (if any) issued by PCL and referred to in paragraph 3 below.

<b>Tender Package No.</b>	[Type text]
<b>Description</b>	[Type text]

For the Lump Sum of	<b>Dollars, zero cents. In AUD (ex GST)</b>
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- We acknowledge that we have received the Addenda issued by PCL and that we have had regard to these Addenda in preparing our offer.

<b>Amendment No.</b>	[Type text]	<b>Date:</b> [Type text]
<b>Amendment No.</b>	[Type text]	<b>Date:</b> [Type text]
<b>Amendment No.</b>	[Type text]	<b>Date:</b> [Type text]

- We expressly acknowledge that, to the extent permitted by law, PCL is not liable for any information provided to us prior to our submission of this offer nor for any errors or omissions in the Information to Bidders and that the Information to Bidders was furnished for the convenience of Bidders and does not form part of any agreement between the Bidder and PCL, and specifically does not form part of the Supply Agreement.
- We further acknowledge that PCL does not provide any warranty in relation to the Information to Bidders, nor does it warrant that the Information to Bidders is adequate or complete for the purposes of entering into the Supply Agreement. We confirm that we make this offer based on our own investigations and determinations.
- We release PCL and its employees, agents and consultants from any liability under the Supply Agreement, at law, in equity or otherwise for any damage, expense, loss or liability suffered or incurred

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by us or any third parties arising from any cause (including without limitation), arising from the negligence of PCL and its employees, agents and consultants caused in respect of the provision of any information or failure to provide any information to us.

7. We agree to abide by and hold firm all of the terms and prices in this Tender for the period stated in clause 2.9 of the Conditions of Tendering after the Closing Date (as extended by PCL) and these terms and prices shall remain binding upon us and may be accepted at any time by PCL before the expiration of that period. The agreement contained in this paragraph is made in consideration of the promise by PCL to consider this Tender, subject to Clause 11, and the administrative time and expense to PCL in evaluating this Tender.
8. If our Tender is unsuccessful, we agree to return to PCL all documents provided by or on behalf of PCL for the purpose of this Tender and to keep confidential any and all information relating to PCL business and financial arrangements which has been provided to us for the purposes of making this offer.
9. We agree that in the event of our proposal being accepted by PCL within ninety (90) day of the time stated for closing of receipt of tenders and our;

failing or declining to enter into a Subcontract with PCL; or

failing to furnish an Insurance Policy and a Workcover certificate within ten days of award date, may result in PCL awarding the Sub-Contract to another Bidder and We agree to being responsible for the difference in price between the two tenders and any damages, costs and expenses.

- 10 Attached to and forming an integral part of this Tender are the following:

TENDER SCHEDULE 02 – BIDDERS DETAILS  
 TENDER SCHEDULE 03 – TENDER BREAKDOWN  
 TENDER SCHEDULE 04 – ALTERNATE PRICES  
 TENDER SCHEDULE 05 – ITEMIZED PRICES  
 TENDER SCHEDULE 06 – SEPARATE PRICES  
 TENDER SCHEDULE 07 – UNIT PRICES  
 TENDER SCHEDULE 08 – VALUATION CHANGES  
 TENDER SCHEDULE 09 – PROPOSED PROJECT TEAM  
 TENDER SCHEDULE 10 – EXPERIENCE RECORD  
 TENDER SCHEDULE 11 – LIST OF SUPPLIER/SUBCONTRACTORS – LOCAL CONTENT  
 TENDER SCHEDULE 12 – INSURANCE INFORMATION  
 TENDER SCHEDULE 13 – CONTRACT TERMS

<b>SIGNED</b> for and on behalf of <b>BIDDER</b> by its authorised signatory in the presence of: ) ) )	
) ) ) )	Name (printed)
)	Position
Signature of witness )	Affix Seal
) ) ) )	
Name of witness (block letters) )	

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**TENDER SCHEDULE 002 – BIDDER's DETAILS**

Full Name of Bidder: (Name of Corporation)	[Type text]
Address of registered office:	[Type text]
	[Type text]
Bidder Representative making submission	[Type text]
Phone number:	[Type text]
Facsimile number	[Type text]
Email	[Type text]
Mobile phone number	[Type text]

<b>SIGNED</b> for and on behalf of <b>BIDDER</b> by its authorised signatory in the presence of: ) ) )	
) ) ) )	Name (printed) Position
Signature of witness )	Affix Seal
) ) ) )	
Name of witness (block letters) )	

Date: DD MM YYYY

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**TENDER SCHEDULE 03 – TENDER BREAKDOWN**

The following are our breakdown prices for the Work listed below

		UoM	Qty	Rate*	Total
	<b>TOTAL</b>				

In the event that the Bidder may be awarded an additional scope of work for the Project than that described herein, please outline the reduction in tender price from Schedule 1 that would apply:

Joint Scope Discount	<b>Dollars, zero cents. In AUD (ex GST)</b>
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<b>SIGNED</b> for and on behalf of <b>BIDDER</b> ) by its authorised signatory in the presence of: ) )	
) )	Name (printed)
) )	
Signature of witness )	Affix Seal
) )	
) )	
Name of witness (block letters) )	

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**TENDER SCHEDULE 04 – ALTERNATE PRICES**

The following are our prices for the Alternate Work listed below. Such Alternate Work and amounts are NOT included in our Stipulated Price.

item No	Description	PRICE AUD (excl gst) \$
	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]

•  
....continue as required

	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]

<p><b>SIGNED</b> for and on behalf of <b>BIDDER</b> )                  by its authorised signatory in the presence of: )                  )</p>	
<p>)                  )                  )                  )</p>	<p>Name (printed)                  Position                  Affix Seal</p>
<p>Signature of witness )</p>	
<p>)                  )                  )                  )</p>	
<p>Name of witness (block letters) )</p>	

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**TENDER SCHEDULE 05 – ITEMIZED PRICES**

The following are our Itemized prices for the Work listed below. Such Work and amounts are NOT included in our Stipulated Price.

item No	Description	PRICE AUD (excl gst) \$
	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]

.....continue as required

	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]

<p><b>SIGNED</b> for and on behalf of <b>BIDDER</b> )                  by its authorised signatory in the presence of: )                  )</p>	
<p>)                  )                  )                  )</p>	<p>Name (printed)                  Position                  Affix Seal</p>
<p>Signature of witness )</p>	
<p>)                  )                  )                  )</p>	
<p>Name of witness (block letters) )</p>	

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**TENDER SCHEDULE 06 – SEPARATE PRICES**

The following are our Separate prices for the Work listed below. Such Work and amounts are NOT included in our Stipulated Price.

item No	Description	PRICE AUD (excl gst) \$
	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]

.....continue as required

	[Type text]	[Type text]
	[Type text]	[Type text]
	[Type text]	[Type text]

<p><b>SIGNED</b> for and on behalf of <b>BIDDER</b> )                  by its authorised signatory in the presence of: )                  )</p>	
<p>)                  )                  )</p>	<p>Name (printed)                  Position</p>
<p>Signature of witness )</p>	<p>Affix Seal</p>
<p>)                  )                  )                  )</p>	
<p>Name of witness (block letters) )</p>	



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**TENDER SCHEDULE 07 – UNIT PRICES**

The following are our Unit Prices for the work listed below. The Unit Prices listed apply to performing the Units of Work only during the time scheduled for such work in the project schedule. All pricing is exclusive of GST.

item No	Description	Unit	Rate AUD \$
	[Type text]	[Type text]	[Type text]
	[Type text]	[Type text]	[Type text]
	[Type text]	[Type text]	[Type text]
	[Type text]	[Type text]	[Type text]

**Labour**

item No	Description	Unit	Rate AUD \$
	[Type text]	[Type text]	[Type text]
	[Type text]	[Type text]	[Type text]

....continue as required

.  
.


<b>SIGNED</b> for and on behalf of <b>BIDDER</b> by its authorised signatory in the presence of:	)	
	)	
	)	
	)	Name (printed)
	)	Position
Signature of witness	)	Affix Seal
	)	
	)	
	)	
Name of witness (block letters)	)	

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**TENDER SCHEDULE 08 – VALUATION OF CHANGES**

Exclusive of work covered by the unit prices. Any changes to the work , whether added or deleted shall be based on the cost of labour and materials plus 10% overhead and profit

item No	Description	Unit \$ /hr	Normal Rate \$	OT \$	DT \$
	[Type text]	[Type text]			
	[Type text]	[Type text]			
	[Type text]	[Type text]			
	[Type text]	[Type text]			

....continue as required

<p><b>SIGNED</b> for and on behalf of <b>BIDDER</b> )                  by its authorised signatory in the presence of: )                  )</p>	
<p>)                  )                  )                  )</p>	<p>Name (printed)                  Position                  Affix Seal</p>
<p>Signature of witness )</p>	
<p>)                  )                  )                  )</p>	
<p>Name of witness (block letters) )</p>	

Date: DD MM YYYY

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**TENDER SCHEDULE 09 – PORPOSED PROJECT TEAM AND ORGANISATIONAL STRUCTURE**

The Bidder must attach or set out below:

- a. the qualifications and relevant experience of each of the key personnel that the Bidder proposes to employ in to the execution of the Works;
- b. the proposed organisational structure for the Works;
- c. the individuals who will have the responsibility and authority for contract negotiations if the Bidder is selected as the preferred Bidder.
- d. Confirmation of Aboriginal Content; and,
- e. Confirmation of Enterprise Agreements;

Full Name of Proposed Person	Position to be held
[Type text]	[Type text]
[Type text]	[Type text]
[Type text]	[Type text]
<b>Aboriginal Content</b>	
<b>Enterprise Agreements</b>	

<p><b>SIGNED</b> for and on behalf of <b>BIDDER</b> )                  by its authorised signatory in the presence of: )                  )</p>	
) ) ) )	
Signature of witness )	
) ) ) )	
Name of witness (block letters) )	

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**TENDER SCHEDULE 10 – EXPERIENCE RECORD**

Project	Location	Scope of Work	Contracted Value (\$)

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**TENDER SCHEDULE 11 – LIST OF SUBCONTRACTORS / SUPPLIERS**

The Bidder must identify:

- a. its proposed Secondary Suppliers and relevant discipline;
- b. the identification of the local content to be performed by each Secondary Supplier;
- c. the experience of each Secondary Supplier; and
- d. a breakdown of cost for materials and services to be paid to each Secondary Supplier.
- e. Employment opportunities

For the purposes of this Tender Schedule, a reference to “*Secondary Supplier*” must be read to include “*consultants*”, “*suppliers*” and any *Supplier*.”

Discipline	Supplier Subcontractor	Contracted Value	New or Existing supplier base	% ANZ Local Value Activity		Item % of Contract Value (B)	% ANZ Value Activity expressed as % of total project cost (C)
				% Import	% Local (A)		
[insert desc]	[insert name]	[insert value]	[insert ]	[insert % eg30% ]	[insert % eg 70%]	[insert %]	[C = A% x B%]

....continue as required

**Employment**

Existing Jobs		New Jobs		Total Contracted Jobs	Total actual Jobs	Delta
Contracted	Actual	Contracted	Actual			

<b>SIGNED</b> for and on behalf of <b>BIDDER</b> ) by its authorised signatory in the presence of: ) )	) Name (printed) ) Position ) Affix Seal
Signature of witness )	
Name of witness (block letters) )	

Date: DD MM YYYY

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**TENDER SCHEDULE 12 – INSURANCE INFORMATION**

<b>1. Public Liability Policy</b>
▪ Policy No: [Type text]
▪ Expiry Date: [Type text]
▪ Company: [Type text]
<b>2 Professional Indemnity Insurance (if applicable)</b>
▪ Policy No: [Type text]
▪ Expiry Date: [Type text]
▪ Company: [Type text]
▪ Limit of Cover: [Type text]
<b>3 Other relevant Policies</b>
▪ Policy No: [Type text]
▪ Expiry Date: [Type text]
▪ Company: [Type text]
▪ Limit of Cover: [Type text]
<b>4 Freight Insurance (where applicable) - Details to be provided at time of freight</b>

<b>SIGNED</b> for and on behalf of <b>BIDDER</b> ) by its authorised signatory in the presence of: ) )	Affix Seal
)	
) Name (printed)	
) Position	
)	
Signature of witness )	
)	Affix Seal
)	
)	
Name of witness (block letters) )	

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**TENDER SCHEDULE 13 – CONTRACT TERMS**

As outlined under **Section 7: Evaluation Criteria** under Conditions of Tendering, the Bidder acceptance of PCL's Subcontract Deed is mandatory. Upon review, if applicable, please outline below a maximum of four (4) clauses that would prevent the Bidder from signing the Subcontract Deed.

	<b>Subcontract Deed Clause/Section</b>	<b>Justification for Dispute of Non-Agreement</b>
1.		
2.		
3.		
4.		