

TENDER QUESTIONNAIRE

<<<<TRADE>>>>

<<<<PROJECT>>>>

<<<<PROJECT ADDRESS>>>>

NOTE: THIS IS NOT A TRADE CONTRACT DOCUMENT.

1.0 PARTICULARS

Project: _____ Trade Contractor: _____
 Date and Time: _____ Place: _____

Present:	Trade Contractor	Monaco Hickey	Other

Fixed Lump Sum (to exclude GST):	\$
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Please tick 'yes' or 'no' for the questions below:		Yes	No
Provisional Sums and Prime Costs	All Provisional Sums and Prime Cost Items are in accordance with the Trade Contract Documents, and as detailed in the attachment.	<input type="checkbox"/>	<input type="checkbox"/>
Working Hour Week	Standard Working Week as provided for in applicable Awards and Workplace Agreements and any required over time. Refer to Clause 26 of the Trade Contract.	<input type="checkbox"/>	<input type="checkbox"/>

Site Allowances	All relevant allowances provided for in awards which bind the Trade Contractor or in Workplace Agreements to which the Trade Contractor is a party and have been lodged, certified and/or approved under the Workplace Relations Act 1996 (Cth) and/or the Fair Work Act 2009 (Cth)	<input type="checkbox"/>	<input type="checkbox"/>
Retention	You confirm acceptance that retention shall be applied at 10% up to a maximum of 5% (or any other amount as stated in Schedule 1 of the Trade Contract) of the Trade Contract Sum as adjusted for Variations and inclusive of GST	<input type="checkbox"/>	<input type="checkbox"/>
Retention Type	CASH / UNCONDITIONAL BANK GUARANTEE		
Liquidated Damages	\$ _____ per day		
Day Labour Rates	To be applied where directed by Monaco Hickey		
	Ordinary Time	\$ _____	/hour
	Time and One Half	\$ _____	/hour
	Double Time	\$ _____	/hour

2.0 TRADE CONTRACTOR'S PERSONNEL

Position	Name	Phone No.	A.H Phone No.
Directors in Charge			
Supervisor			
Foreman			
First Aid Representative			
Employee Representative			
Safety Committee Member			

3.0 TRADE CONTRACTOR'S PVIOUS EXPERIENCE

Project and Year	Trade Contract Value	Contractor Name	Phone No.

GENERAL		Yes	No
3.	You confirm the Scope of Work has been read, understood and accepted.	<input type="checkbox"/>	<input type="checkbox"/>
4.	You confirm that there are no discrepancies within the documentation that may lead to future claims for additional time or money or to changes in the Trade Contract Works.	<input type="checkbox"/>	<input type="checkbox"/>
5.	You acknowledge you are responsible for ensuring that the design is adequate for you to proceed with the Trade Contract Works, and that it will result in construction work that will be suitable for the purpose to which the Trade Contract Works will be put.	<input type="checkbox"/>	<input type="checkbox"/>
6.	You agree that you are required to ensure that any design work that you undertake will be fit for the purpose to which the Works are to be put. As per the Scope of Work.	<input type="checkbox"/>	<input type="checkbox"/>
7.	You confirm and warrant to the Contractor that your business has in place all relevant Legislative Licensing requirements as applicable to the State/Territory for the Subcontract Works.	<input type="checkbox"/>	<input type="checkbox"/>
8.	You confirm that you have read and understood Quality Management in the Scope of Work provided at Tender and have allowed complying with the requirements set out.	<input type="checkbox"/>	<input type="checkbox"/>
9.	Does your company have current Certificates of Currency for the following insurances?, if yes, please provide details below:	<input type="checkbox"/>	<input type="checkbox"/>
Public Liability	Expiry Date: / /		
Workers Compensation	Expiry Date: / /		
Contracts Works Insurance	Expiry Date: / /		
OCCUPATIONAL HEALTH AND SAFETY "OHS" AND ENVIRONMENTAL		Yes	No
10.	The Trade Contractor indemnifies all of the Contractor's entities against any claim, without limitation by any person pursuant to the 'Indemnity by third party' OHS Clause relevant to each State and/or Territory, and any associated costs, arising out of or as a consequence of the carrying out of the Subcontract Works.	<input type="checkbox"/>	<input type="checkbox"/>
11.	You confirm that you have read, understood and accept proposed Occupational Health and Safety, Environmental Management and Greenhouse Gas Emissions, Energy Production and Energy Usage requirements in the Scope of Work provided at Tender and allowed to comply with the requirements set out.	<input type="checkbox"/>	<input type="checkbox"/>

12. You accept that it is your obligation to ensure that your employees are properly trained and adequately instructed in relation to all OHS and Environmental procedures associated with all aspects of the Subcontract Works.

13. Has your company had any of the following within the last three years?: If yes, please provide details

• Fines / prosecutions for breaches in relevant OHS Legislation

• Fines / prosecutions for breaches in relevant Environmental Legislation

• Prohibition notices for breaches in relevant OHS Legislation

• Improvement notices for breaches in relevant OHS Legislation

• Abatement notices for breaches in relevant Environmental Legislation

• Fatalities (including Secondary Subcontractors to your company)

• Long term injuries (requiring more than six months to return to work)

14. Does your company have a current copy of the following:

• OHS Policy

• Environmental Management Policy

• EHS Management Policy

• Return to Work and Rehabilitation Policy

• Return to Work Procedure

INDUSTRIAL RELATIONS

Yes

No

15. You confirm that you have read, understood and accepted Industrial Relations in the Scope of Work provided at Tender and allowed to comply with the requirements set out.

16. You confirm that you (and your Secondary Subcontractors) have met your obligations and will continue to do so in relation to your employees' entitlements in accordance with your respective industrial agreement (if applicable) or in compliance with any other statutory or award requirement

17. What Award and/or Enterprise Agreement do you currently employ under? Provide details.

18. What superannuation entitlements are paid on behalf of your employees? I.e. contributions to Cbus, Australian Super, AMP, 9% to another fund?

19. What redundancy entitlements are paid or accrued on behalf of your employees? Provide details

20. What long service leave entitlements are accrued on behalf of your employees? i.e. CoInvest, CILSLPB, LSPCNSW Provide details

21. If you employ under an Enterprise Agreement has that Agreement been registered?

Please attach letter of registration if you ticked 'yes'

22. If you employ under an Enterprise Agreement is that Agreement current?

23. If you employ under an Enterprise Agreement, has that Agreement been certified as Construction Industry Code compliant by the Department of Education, Employment and Workplace Relations (DEEWR)?

Please attach letter from DEEWR if it has been assessed as compliant

24. Do you intend to Subcontract out any of the works specified in your Scope of Work?

25. If you answered 'yes' to Question 24, do the subcontractors engage employees or independent contractors? Please tick most appropriate answer.

Subcontractors Independent Contractors Both

26. If you intend to subcontract any part of the works, please specify the name, contact details and the works they will be undertaking within the Scope of Work. If you require further room, please attach separate sheet to this Questionnaire.

Company Name	Contact Name & No.	Details of Works

5.1 Australian Government Funded Projects

COMPLETE THE FOLLOWING SECTION ONLY IF THE PROJECT TENDERED IS AN AUSTRALIAN GOVERNMENT FUNDED PROJECT (AGFP) – IF YOU HAVE ANY QUESTIONS REGARDING AN AGFP PLEASE CONTACT THE CONTRACTOR

AUSTRALIAN GOVERNMENT FUNDED PROJECTS ONLY	Yes	No
27. You confirm that you have complied with the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the Code, August 2009 (Guidelines) in preparing the Tender.	<input type="checkbox"/>	<input type="checkbox"/>
28. Do you currently have a judicial decision against you relating to employee entitlements, not including decisions under appeal, and have currently not paid the claim?	<input type="checkbox"/>	<input type="checkbox"/>
29. Have you (including Secondary Subcontractors) been imposed with a sanction by the Commonwealth or Minister for Employment and Workplace relations due to not complying with the Construction Industry Code or Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>
30. You (including Secondary Subcontractors) agree to providing the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to: <ul style="list-style-type: none"> Inspect any work, material, machinery, appliance, article or facility; Inspect and copy any record relevant to the Project and works the subject of this Contract; Interview any person; and Any document requested under this contract, <p>The document must be provided within the period specified either in person, by fax or by post.</p> <p>As if necessary to demonstrate its compliance with the Code and Guideline on an Australian Government Funded Project (AGFP).</p>	<input type="checkbox"/>	<input type="checkbox"/>
31. You confirm all subcontractors, secondary subcontractors and consultants (if applicable) you engage for the project will meet the obligations Code and Guidelines and ensure, contractually, that they impose the same obligations on their subcontractors, secondary subcontractors and consultants (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>

By signing this declaration you acknowledge that you are an authorised person acting on behalf of the Tenderer, and hereby warrant that all information noted in this document is accurate, true and current at the time of signing. Additionally, you will advise Monaco Hickey of any circumstances that would preclude you from working on an Australian Government Funded Project as identified by the Code and relevant Guideline.

Tenderer Declaration	
Name:	
Signature:	
Date:	DAY MONTH 2011

Reviewer on behalf of the Contractor:	
Name:	Joe Monaco
Signature:	
Date:	DAY MONTH 2011