Guardian Property & Construction

Tender Commercial Checklist

CONTRACT DETAILS			
Quote No	[redacted]	Award Date	
Client	[redacted] + [redacted] [redacted]	Submission due date	
Contract Name		Review Date	
Client Tender ID		On site duration	
Location / Site		[redacted] Department	
EPCM		Estimator	
Tender Value		Contract Type	
Total direct hours		Project type	
Scope Of Work	Standard batch (8 skids) delivery time for completing scope – 20 days from delivery of mechanically completed skids.		

Checks	Client Position	Clause	Agree or Depart SCEE Position	TCR Item
1. Limitation of liability	Not addressed		Depart	
2. Consequential losses	Not addressed		Depart	
3. Liquidated damages	LD's not used	GC 14.2	Agree	
4. Insurance	There appear to be standard suite of insurances required, as follows: • Workers comp in accordance with applicable regulations • Public Liability - $[redacted]m • Motor Vehicle – replacement value • PI Insurance (if services require) - $[redacted]m	GC 10	Agree	
5. Indemnity obligations	Standard indemnity obligations including for any breach, act or omission etc.	GC 10.1	Agree	
6. Defects liability	The DLP is 72 months	GC 11 Schedule 1	Depart Request 12 months	
7. Security and retention	Clause 4 refers to Schedule 1 for the Securities required. Schedule 1 stipulates that a bond/letter of credit is not required. Also, retention is not required.	GC 4 Schedule 1	Agree	
8. Payment terms	30 calendar days after the end of the month in which the claim is submitted.	GC 8 Schedule 1	Agree [redacted] to confirm duration of works program.	

Checks	Client Position	Clause	Agree or Depart SCEE Position	TCR Item
	Payments are per completion of milestones. [redacted] to confirm how long works program is. If short period, i.e. few weeks, suggest acceptance to payment claim provision.			
9. Rights and liabilities upon termination	[redacted] is entitled to payment for: • The works completed by [redacted]	GC 13.2	Agree	
10. Variations	The obligations on [redacted] regarding Variation are: a) Within 2 days of the direction given by the Customer. b) 5 days to provide full details within the form required by Customer.	GC 9	Depart Request 7 days and 14 days	
11. Design responsibility	TBC		Agree	
12. Subcontractors and suppliers	[redacted] must seek prior written approval for any subcontractors.	GC 21	Agree	
13. Milestone / Key dates and durations	Standard batch (8 skids) delivery time for completing scope – 20 days from delivery of mechanically completed skids.		TBC BY [redacted]	
14. Dispute resolution	If a dispute arises: - Notice - 14 days, parties must attempt to resolve. - XXXXXXXXXXX In summary, a detailed stepped process is provided.	GC 20	Agree	
15. Documents / drawings available, defective or missing	TBC			
16. Delay Time Bars	The requisite periods for notices of delay are: a) Time for providing notice following the occurrence of the event of delay is 2 days. b) Within 5 days following the occurrence of the event provide claim.	GC 14.1	Depart Delete the onerous provision	

Checks	Client Position		Clause	Agree or Depart SCEE Position	TCR Item
	Back to back provision.				
17. Delay entitlements	Time	Cost	✓	×	
• Delays in Access by client				Would be able to claim an EOT, but no necessary delay costs. Attempt to price in delay costs as part of the variation.	
• Suspension by client				As above	
• Cyclones				As above	
• Force Majeure				As above	
• Inclement Weather				As above	
• Latent Conditions (site only)				As above	
• Errors/ delays in client's documents				As above	
• Delays by client's other contractors				As above	
• Delays in client's free issued equipment				As above	
• Acceleration				As above	
• Disruption				As above	
• Variations				As above	
• Contaminated Material				As above	
18. Other					

Commercial/Risk Observations and Recommendations (please note I have reviewed the Subcontract terms and conditions only):

1. [redacted] to be mindful that the Price is inclusive of all charges, expenses, labour, travel, accommodations, packing and packaging, loading and unloading, shipping and carriage etc. Please amend accordingly if required.

2. Pricing of variations is cost +[redacted]%. Might be worth considering including a set of agreed variation (daywork) rates up front. [redacted] to consider.
3. Form of contract is not onerous in nature.

Contracts Department Signoff		
Senior Contracts Specialist Name	**Senior Contracts Specialist Signature**	**Date**
Chris Thompson		**15-05-2017**