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|  | Reko Diq Copper Gold Project  Request for Tender  for  2270-1510 Construction Water Pipeline Installation |
|  | March 2024 |

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section title PAGE

a request FOR TENDER invitation letter

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SECTION A1   
  
FORM OF TENDER

To: Reko Diq Mining Company(Company)

From: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Tenderer)

|  |  |
| --- | --- |
| **PROJECT:** | **Reko Diq Copper Gold Project** |
| **REQUEST FOR TENDER:** | **2270-1510 Construction Water Pipeline Installation** |

1. Tender

Pursuant to the Company’s Request for Tender Invitation Letter dated 18 March 2024 and the Conditions of Tender, the Tenderer offers to the Company to perform the Works in accordance with the Tender Documents for the Price stated below.

This offer is made upon and subject to the terms and conditions of the documents specified below ("Tender Documents") which comprise:

a) Section A1 This Form of Tender (to be completed by the Tenderer);

b) Section A2 Tender Exceptions and Qualifications (to be completed by the Tenderer);

c) Section A3 Tender Schedules (to be completed by the Tenderer);

d) Section A4 Conditions of Tender;

e) Section A5 Information to Tenderers

f) Section 1 Construction Contract;

g) Section 2 Schedules (*to be completed by the Tenderer*);

h) Section 3 Scope of Work;

i) Section 4 Specifications; and

j) Section 5 Drawings.

1. Price

The Tenderer offers to carry out the Works for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the lump sum amounts and unit rates detailed in Section 2 Schedules.

1. Review of Tender Documents

The Tenderer has carefully reviewed the Tender Documents, has checked all the figures shown and understands that the Company will not be responsible for any error or omissions on the Tenderer’s part in preparing this Tender. In consideration of the Company agreeing to consider this Tender, including any other Tenders received by it, the Tenderer agrees to be bound by the Tender Documents.

The Tenderer acknowledges that all Tender Documents were received by it with the Request for Tender Invitation Letter and subsequent correspondence.

1. Addenda

In addition, the Tenderer confirms that addenda \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, if any, were received and any variations and amendments included in them have been allowed for in this Tender.

1. Validity of Offer

This Tender and the offer it contains must remain open for acceptance by the Company for 90 days (“Tender Date”) after the Close of Tenders.

**TENDERER**

|  |  |
| --- | --- |
| Company: |  |
| Signature |  |
| Full Name: |  |
| Title: |  |
| Business Address: |  |
| Contact Details: |  |
| Date: |  |

SECTION A2   
  
TENDER EXCEPTIONS AND QUALIFICATIONS

Having reviewed the Tender Documents issued with the Request for Tender, attended the pre-tender meeting and/or visited the Site accompanied by the Company and/or Company’s Representatives and having viewed all aspects of existing and proposed future Site conditions, the Tenderer wishes to make the following exceptions and qualifications to the Tender Documents.

The Tenderer shall identify portion and title of document being excepted and list all exceptions and qualifications. If no Exceptions or Qualifications, then state 'No Exceptions and Qualifications'.

Alternative proposals that the Tenderer may wish to submit must be in addition to and not instead of conforming Tenders.

| **No.** | **Reference** | **Party** | **Date** | **Non-Conformance / Qualification / Clarification/ Response** | **Status** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  | *Tenderer to complete and submit the attached Section A2 Form.* |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

SECTION A3   
  
TENDER SCHEDULES

1. Organisation

Details of:

|  |  |
| --- | --- |
| Organisation Name: |  |
| Company Registration No: |  |
| Address: |  |
| Registered Business Address: |  |
| Telephone: |  |
| Facsimile: |  |
| Address for Service of Notices: |  |
| Country, State of Incorporation or Registration: |  |
| Date of Incorporation or Registration: |  |
| Any partnership or joint venture established to perform the Work: |  |
| Parent Company (if applicable): |  |
| Name(s), titles and contact details of persons who may be contacted for further information: | |
| Commercial: | Name:  Position:  Email: |
| Technical: | Name:  Position:  Email: |

1. Relevant Experience

a) Details:

i) Of the last three projects performed by the Tenderer or work in progress relevant to the Tenderer's ability to undertake the Works (information to include project name, scope of work, country/location, type of contract (lump sum, schedule of rates, etc.), original and actual contract value, original and actual completion date); and

ii) That demonstrate the Tenderer has current capacity and capability to perform the Works in addition to other current projects and any projects tendered but yet to be awarded (information to include details of current projects, details of projects tendered, details of labour, equipment and temporary facilities resources available within the company).

b) Names and contact details of referees for the projects listed in item 2(a)(i) above.

1. Local Employment Local Content

Preference will be given to Tenders, that are otherwise competitive, which evidence a clear commitment concerning local employment, local supply of goods and services and which provide details of how that commitment will actually be achieved. This is an important criterion in the overall assessment of Tenders.

1. Health, Safety and Environmental

The Tenderer must provide a sample Health, Safety and Environmental Management Plan ("HSEMP") for the Works with its Tender submission. The sample HSEMP may be from a recent project of similar size and nature. The sample HSEMP shall provide details of HSE management systems that are intended to be in place for the Project and shall be subject to a comprehensive audit by the Company in order to establish Tenderer’s HSEMP capability.

The Tenderer must provide details of the Tenderer’s workers compensation premium payments (amount and percentage of payroll) for the past three years.

The Tenderer shall review the Project Health, Safety and Environmental Management Plan ("PHSEMP"), which forms part of the Request for Tender, and confirm that it will comply with the requirements stipulated within this Management Plan. On award, the successful contractor will be required to submit its HSEMP applicable to the Works and in line with the PHSEMP for approval by the Company prior to mobilisation to Site.

The Tenderer must provide details of its safety and environmental performance records for the past five years indicating workplace injury, disease and environmental incident statistics.

Example Table:

| **Safety Statistics for Past 5 Years** | | | | | |
| --- | --- | --- | --- | --- | --- |
| Year |  |  |  |  |  |
| Period of Record |  |  |  |  |  |
| Hours Worked |  |  |  |  |  |
| Fatalities |  |  |  |  |  |
| First Aid Injuries |  |  |  |  |  |
| Medical Treated Injuries |  |  |  |  |  |
| Restricted Work Injuries |  |  |  |  |  |
| Lost Time Injuries |  |  |  |  |  |
| Days Lost |  |  |  |  |  |
| LTIFR |  |  |  |  |  |
| IISI |  |  |  |  |  |
| Duration Rate |  |  |  |  |  |

Note: LTIFR = Lost Time Injury Rate per 1 million man-hours worked

IISI = Injury Illness Severity Rate lost through sickness or injury; Total Days Lost x 1 million divided by the number man-hours worked

Duration Rate = number of days lost through accidents x 1 million divided by the number of manhours worked

1. Quality

The Tenderer must provide a sample Quality Management Plan, Quality Manual and Inspection Test Plan ("Quality Documents") for the Works with its Tender submission. The sample Quality Documents may be from a recent project of similar size and nature. The sample Quality Documents shall be subject to a comprehensive audit by the Company in order to establish Tenderer’s Quality capability.

The Tenderer must advise details of its representative responsible for monitoring, controlling and documenting Quality.

The Tenderer must advise if its company been assessed and certified against a recognised Quality Standard (AS / NZS ISO 9001: 2000), and provide a copy of the certificate (if applicable).

On award, the successful contractor will be required to submit its Quality Documents applicable to the Works for approval by the Company prior to mobilisation to Site.

1. Financial Information

The Tenderer must provide the following financial information:

a) A copy of annual reports and audited financial statements for the last two (2) financial years of the company (and also if applicable the ultimate parent company).

b) The latest quarterly report of the company (and also if applicable the ultimate parent company).

c) Details of any financial arrangement currently in effect which would materially affect the company’s (and also the ultimate parent company) financial position if withdrawn, for example: overdraft facilities, directors’ loans, debentures due for maturity, and similar.

d) Indicate your company’s normal means of funding major contract works.

e) Name and address of the company’s bankers from whom references may be taken up.

1. Company Policies and Procedures

The Tenderer shall review the Company plans, policies and procedures listed in Section 4 Specifications and confirm that Contractor’s Personnel agree to comply with all requirements stipulated therein.

SECTION A4   
  
CONDITIONS OF TENDER

1. Interpretation

In these Conditions of Tender, unless the context otherwise requires:

"Business Day" means a day other than a Saturday or Sunday on which banks are open for general banking business in Perth, Western Australia;

"Close of Tender" means the time and date so specified in the Request for Tender;

“Contract Price” means the Contract Price stated in the Form of Tender;

"Notice of Award" means the notice given by the Company, if any, under condition 5.1;

"Request for Tender" or “RFT” means this invitation to the Tenderer to submit a Tender in relation to the Works and comprises of the Tender Documents and any other documents incorporated by reference;

“Tender” means a tender submitted by the Tenderer which fully complies with the requirements of the Request for Tender;

"Tender Date" means the day up until which the Request for Tender states Tenders must remain valid or the later date applicable under condition 7;

"Tender Documents" means the documents listed in the Form of Tender;

"Tenderer" means the person, corporation, partnership, joint venture or other organisation, which has submitted or intends to submit a Tender to the Company for performance of the Work outlined in the Request for Tender.

Words, terms, expressions, references and interpretations which are defined or used in the Tender Documents have the same meaning in these Conditions of Tender, unless the context otherwise requires.

1. How To Tender
   1. Lodging a Tender

The Tenderer must submit its tender by e-mail to the address set out in the Request for Tender Invitation Letter by no later than the Close of Tender date and time:

a) Form of Tender completed, dated and signed by the Tenderer;

b) Tender Exceptions and Qualifications;

c) Tender Schedules;

d) Pricing and Contract Schedules;

e) All other information required by the Tender Documents; and

f) If any document is signed by the Tenderer under power of attorney, a certified copy of that power of attorney.

If requested to do so by the Company in the Request for Tender, the Tenderer must also, no later than the Close of Tenders, submit an additional copy of the above documents by email to the Company at the email address specified in the Request for Tender.

* 1. Joint Tenderers, Firms and Corporations

Two or more persons, firms or corporations or other parties may lodge a joint Tender in which case they and their respective successors and permitted assigns will be jointly and severally bound by the Tender and, if the Tender is accepted, joint and severally bound by and liable for any contractual arrangements entered into in respect of the Tender.

If the Tenderer:

a) Is a firm, partnership, unincorporated joint venture or otherwise comprised of more than one party:

i) Each party must sign the Form of Tender and specify its interest; and

ii) The Tender must set out the full given names, surname, office address and (if different or if the office address is outside Australia) address for service of notices and legal process for each party;

b) Is or includes a corporation:

i) It must execute in accordance with section 127 of the Corporations Act 2001; and

ii) The Tender must set out the full name of the corporation, its Australian Business Number (ABN) or Australian Registered Body Number (ARBN), the address of its registered office and (if different or if the registered office is outside Australia) its address in Australia for service of notices and legal process.

* 1. Late Tenders

The Company may reject Tenders received after the Close of Tenders without consideration.

* 1. Obligation to Submit Conforming Tender

The Tenderer must submit a Tender which conforms with the Request for Tender.

* 1. Alternative Tenders

A Tenderer who complies with condition 2.4 may also submit alternative Tenders which do not fully comply or conform with the Tender Documents if those alternative Tenders will result in some advantage in economy, performance or operating facility. A Tenderer who submits an alternative Tender must clearly describe all proposed variations from the Tender Documents, the reason for each variation and the effect on the Contract Price and completion date of that variation.

* 1. Alternative Tenders – Contract deviations

If a Tenderer notes terms in the Contract that it considers unacceptable, it may, in submitting a non-conforming Tender as contemplated in condition 2.5, list the items it consider unacceptable in the Tender Exceptions and Qualifications (forming part of the Form of Tender), provide a marked-up version of the Contract showing what it considers unacceptable and, in writing, describe why the Tenderer considers the relevant terms unacceptable and identify what benefits the Company may receive in agreeing to particular changes to the Contract, including pricing and other benefits.

A Tenderer is deemed to have accepted the terms of the Contract unless it strictly complies with the procedure outlined in the above paragraph.

* 1. Currency

Tender rates and prices are to be expressed in United States dollars unless otherwise specified.

* 1. Language

Tenders must be submitted in the written English language.

1. Tenderer Relies on Own Enquiries
   1. No Liability for Information Provided

While the Company has sought to provide reliable information, it gives no warranty as to the accuracy, completeness or sufficiency of any information given to the Tenderer, including reference information provided with the Request for Tender, whether verbally or in writing by the Company or its employees, agents, contractors, advisers or other representatives.

* 1. Tenderer’s Acknowledgment

Without limiting the General Conditions, the Tenderer acknowledges that every Tender is made on the basis that:

a) It has made all necessary enquiries, investigations and determinations and informed itself fully about all matters relevant to the performance of the Works to which the Tender relates including:

i) Location, access and Site conditions (including meteorological, geological, labour, accommodation, fuel, power, water and transport conditions); and

ii) The terms of the Tender Documents;

b) In lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise, made by or on behalf of the Company; and

c) If the Company accepts its Tender, the Tender Documents will constitute the only agreement between the Company and the Tenderer unless and until further documentation is executed.

* 1. Alleged Ambiguity

If a Tenderer considers that any part of the Tender Documents is unclear or has doubts as to the meaning of any part of the Tender Documents, the Tenderer must either:

a) Ask the Company to issue a clarifying addendum pursuant to condition 8.2; or

b) Include a statement of the interpretation in the Tender Exceptions and Qualifications (forming part of the Form of Tender) upon which the Tenderer relies.

* 1. Contract Review

The Tenderer must review the Contract and obtain such independent advice including legal advice as it considers appropriate.

1. Validity And Withdrawal of Tenders
   1. Withdrawal

The Tenderer may withdraw a Tender by giving written notice to the Company before the Close of Tenders.

* 1. Validity

Subject to conditions 4.1 and 7.1, a Tender remains valid for acceptance until the Tender Date stated in the Form of Tender.

* 1. Requests for Clarification by Company

The Company may request elaboration on, or clarification of, any Tender or information provided to it by requesting further information. A request for clarification does not itself extend the validity period of a Tender unless an extension is specifically requested in writing by the Tenderer and granted.

* 1. Unsolicited Revisions

Unsolicited revisions of a Tender after the Close of Tenders render that Tender invalid at the option of the Company, in its absolute discretion.

1. Acceptance Of Tenders
   1. Notice of Award from Company

The Company may accept a Tender by issue of a written Notice of Award:

a) Handed to the successful Tenderer; or

b) Sent to the successful Tenderer by pre‑paid post, facsimile or email.

* 1. Binding Contract

A contract consisting of:

a) The Request for Tender;

b) The Tender Documents (other than these Conditions of Tender); and

c) The Notice of Award,

becomes binding on the Company and that Tenderer, on the earlier of posting of the Notice of Award (if sent by post) or on receipt and acceptance of it by that successful Tenderer.

* 1. Execution of Contract

The Company may:

a) Accept a Tender by requiring the successful Tenderer; or

b) After issue of the Notice of Award require the successful Tenderer,

to enter into a formal contract in the form contained in the Request for Tender.

* 1. Notice to Unsuccessful Tenderers

The Company must, on acceptance of the Notice of Award by the successful Tenderer, notify each unsuccessful Tenderer that its Tender was not accepted by the Company.

1. Company’s Consideration Of Tenders
   1. Company's Discretion

The Company may in its absolute discretion:

a) Refuse to consider or accept any Tender;

b) Negotiate with a Tenderer and amend its Tender as agreed;

c) Call for new Tenders;

d) Accept or reject any Tender received after the Close of Tenders;

e) Accept or reject any Tender that does not comply with these Conditions of Tender;

f) Waive or vary any obligation of a Tenderer under the contract resulting from the Company’s acceptance of a Tender;

g) Seek clarification or additional information from any Tenderer;

h) Negotiate with any person who is not a Tenderer;

i) Review, evaluate and dispose of any Tender as it sees fit;

j) Suspend or discontinue the Request for Tender process, temporarily or permanently;

k) Run parallel negotiations with multiple Tenderers or other persons with a view to finalising a contract with any one or more of them or deal exclusively with one Tenderer or person;

l) Accept all or part of a particular Tender including by accepting different Tenders in respect of different components of the Works the subject of the Request for Tender process; and

m) Enter or not enter into a contract for the performance of the Works to which the Request for Tender relates before the Close of Tenders or the Tender Date.

* 1. Non‑conforming Tenders

The Company may consider a non‑conforming Tender.

* 1. No Explanation

The Company is not obliged to give reasons for accepting or rejecting any Tender or to grant an interview to any Tenderer and is not obliged to give any reasons in relation to any actions taken in its discretion under conditions 6.1 and 6.2 or otherwise in relation to the Request for Tender process.

1. Extension Of Tender Date
   1. Company’s Discretion to Extend Tender Date

The Company may in its absolute discretion, at any time on or before the Tender Date, extend the Tender Date by giving written notice to every person or company who received a copy of the relevant Request for Tender and has not declined to submit a Tender.

* 1. Effect of Extension

If the Company extends the Tender Date under condition 7.1:

a) These Conditions of Tender are amended accordingly including, without limitation, the dates for notifying unsuccessful Tenderers and for accepting a Tender;

b) The Tenderer may request the Company to return its Tender within three Business Days of the issue of the Company's notice, and the Company must return the Tender promptly; and

c) Unless the Tenderer has made a request under paragraph (b), it is regarded as having lodged its Tender on the basis of the amended dates referred to in 7.1.

1. Amendments, Additions and Clarifications To Tender Documents
   1. Company may Issue

The Company may issue amendments to or clarifications of the Tender Documents prior to the Close of Tenders, by issuing an addendum in writing to all Tenderers and each addendum shall form part of the Tender Documents.

* 1. Tenderer may Request

A Tenderer who considers any part of the Tender Documents unclear must notify the Company and seek a clarification before lodging a Tender. The Company will endeavour, but is not obliged, to issue an addendum to all Tenderers in response to such a notice.

* 1. Distribution

The Company shall, unless it decides otherwise in its absolute discretion, send a copy of each addendum issued by it (including under conditions 8.1 or 8.2) to every person or company who received a copy of the Request for Tender and which has not declined to submit a Tender.

1. Invitation Personnel

A Tender may only be submitted by the person or company to whom a Request for Tender is addressed.

1. Communication And Correspondence

All communication and correspondence by or on behalf of the Tenderer must be in writing to the Company Representative specified in the Request for Tender. Verbal communications including any modifications to Tenders will not be recognised unless promptly confirmed in writing.

1. General
   1. Confidentiality

The Request for Tender and all information provided to or obtained by a Tenderer in relation to the Request for Tender or the operations of the Company are confidential and may only be used for the purpose of preparing a Tender.

The Tenderer must take reasonable steps to ensure that it, its employees, advisors, and agents or any other of its representatives do not disclose anything in relation to the Request for Tender or the Company without the Company's prior written consent unless the disclosure:

a) Is required by law, provided that the Tenderer first gives the Company notice of such requirement; or

b) Is to the Tenderer's financier or professional consultant, and the financier or professional consultant agrees to keep the Request for Tender and all information relating to it and the Company confidential.

Without limiting condition 11.1, the Tenderer may not make any public announcement, without the prior consent of the Company which may be withheld in its discretion or granted on such terms as it see fit, in relation to the Request for Tender process, the Tender Documents or otherwise in relation to the subject matter of any potential contract or award, except to the extent required by law or regulatory requirement.

* 1. Costs of preparation of Tender

The Tenderer must bear all costs incurred by it in connection with the preparation and submission of a Tender.

* 1. Return of Documents

In the event the Tenderer decides not to submit a Tender, the Tenderer is required to promptly return all Request for Tender documents to the Company and destroy all electronic data and confirm via email that this action has been conducted.

SECTION A5   
  
INFORMATION TO TENDERERS

1. General

Reko Diq is located in the Chagai District of Balochistan Province of Pakistan, as shown in Figure 1, in an area which can be characterised as harsh stony desert with frequent dust storms. Average annual rainfall is 32 mm, the elevation is around 915 m above mean sea level and temperature extremes vary from minus 14ºC to plus 50ºC.

The region is sparsely populated, and the nearest settlements are Siah Reg and Humai approximately 1 km and 19 km distant respectively and each with a population of a few dozen, and Nok Kundi approximately 75 km distant with a population of around 10000. (Ref. SNC Lavalin study IMD FS 2010)

###### Figure 1 Project Location



Refer to 2270-1510 - Request For Tender Presentation slideshow for further information.