

# **EXPRESSION OF INTEREST & PREQUALIFICATION**

**WESTERN AUSTRALIA MAJOR PROJECTS**

**JIMBLEBAR BENEFICIATION PROJECT**

**ENGINEERING, PROCUREMENT AND CONSTRUCTION MANAGEMENT SERVICES**

## INTRODUCTION

### EXPRESSION OF INTEREST AND PREQUALIFICATION PACK STRUCTURE

This Expression of Interest (**EOI**) is structured as follows:

#### **Section A: Instructions to Suppliers**

This section outlines the instructions to Suppliers.

#### **Section B: Overview**

This section contains an overview of BHP and the Jimblebar Beneficiation Project (the **Project**).

#### **Section C: EOI and Pre-Qualification Questionnaire**

This section details the key questions each Supplier is to address as part of their expression of interest in participating in a tender for an Engineering, Procurement and Construction Management (**EPCM**) Contract for the Project.

An editable version of the EOI Questionnaire has been provided.

#### **Section D: Annexures**

This section provides the EOI Terms and Conditions.

## SECTION A: INSTRUCTIONS TO SUPPLIERS

### 1. EOI TERMS AND CONDITIONS

In consideration of BHP Iron Ore Pty Ltd (the **Company**) agreeing to allow Suppliers to review the EOI Suppliers agree to be bound by the Terms and Conditions included in Section D Annexures.

The Company reserves the right to reject any EOI submission for any or no reason, at its sole discretion.

Nothing in this EOI document may be relied upon as a guarantee by the Company that the tender process alluded to in the EOI document will be undertaken or that any future work or Engineering, Procurement or Construction Management services will be awarded.

### 2. EOI AND PREQUALIFICATION PROCESS

The Company wishes to receive expressions of interests for a tender process for an EPCM Contract for the delivery of process and non-process infrastructure works of the Project described below. Following the completion of the EOI process, the Company intends to prequalify, select and Tender an EPCM Contract to a short list of EPCM contractors.

The Company anticipates that the EOI and tender process will proceed in accordance with the following indicative timeline:

Activity	Due Date
Issue Request for Expression of Interest	2 July 2021
Return of Expression of Interest / EOI Closing Date	17:00 AWST, 30 July 2021
Successful EOI shortlist selection notification	31 August 2021
Invitation to Tender Release	10 September 2021
Contract Award and commencement of EPCM Services (Definition Phase Services)	Q2/Q3 CY 2022

*The Company reserves the right to change these dates at its discretion.*

### 3. SUBMISSIONS OF EXPRESSION OF INTEREST

You are invited to submit a response to this EOI. If you chose to respond, you are required to complete the attached EOI Form completing all questions and if a question is left unanswered, provide an explanation as to why any information cannot be provided.

EOI Forms must be submitted electronically via the Industry Capability Network (**ICN**) WA platform by the Closing Date outlined in Section A – paragraph 2. The Company may in its sole discretion accept late submissions or refuse to consider late submissions.

EOI Forms are not to be forwarded directly to BHP Supply or delivered to the Company's reception or premises.

## 4. COMPANY REPRESENTATIVE DETAILS

All correspondence during the EOI period shall be directed to the ICN, who is administering the EOI on behalf of the Company.

## 5. PREQUALIFICATION INFORMATION & EVALUATION

Suppliers will be evaluated against a number of criteria, which include, but are not limited to those listed in this section (in no particular order of priority), however the Company reserves the right to assess EOI responses using any other criteria or method it sees fit to use and is not required to disclose its deliberations or justify any decision to shortlist or reject any expression of interest to any person.

In your response, please demonstrate your ability to manage multidisciplinary EPCM and major Fabrication and Construction Contracts on large mining and mineral projects, and in particular:

- Proven experience in the successful delivery of brownfields and greenfields projects of a similar nature and scale to the Project.
- Define value add competitive advantage over competitors related to the provision of EPCM services.
- Proven experience in managing or assisting commissioning/handover of similar projects with client commissioning teams and handover to client operations teams.
- Proven experience with dry and wet processing, modularisation and digital engineering delivery.
- Proven superior HSEC performance on projects of a similar scale to the Project.
- Capacity to service the Project (current workload and future bid book).
- Recent project experience/references.
- Capability in the following disciplines in the form of currently employed personnel with relevant experience of working on similar projects in the mining and minerals industry:
  - Project Management
  - Engineering Management
  - Value Optimisation
  - Value Engineering
  - Contracts and Procurement
  - Project Controls
  - Project Risk Management
  - Health, Safety and Environment
  - Quality Management
  - Digital information management
  - Construction Management
  - Logistics Management
  - Commissioning Support
  - Human Resources / Employee Relations support
- The existence of processes, procedures and systems that can be used for the management of the various disciplines across the potential project and for the ability to integrate Supplier and Company systems.
- Willingness to work collaboratively with the Company's owner team.
- Willingness to provide services at rates and overhead costs which reflect current market conditions and deliver value for money to the Company.

## SECTION B: OVERVIEW

### 1. BUSINESS OVERVIEW

The Company is a leading global resources company. Our success is underpinned by the 128,000 employees and contractors that work at the Company. For more information about the Company, visit: <https://www.bhp.com/our-businesses/minerals-australia>.

### 2. PROJECT OVERVIEW

The Project is the first planned beneficiation project for the Company's West Australian Iron Ore operation since the Newman beneficiation plant was built and commissioned by the Company over four decades ago. Establishing a beneficiation plant at Jimblebar to remove fine clay and shale, which are high in gangue materials, will lift ore quality, improve price realisation, and maximise asset value. The Project seeks to develop the processing and non-processing infrastructure at Jimblebar to improve ore quality for up to 45Mtpa of Jimblebar Fines.

### 3. SERVICES OVERVIEW

This EOI relates to the opportunity for an EPCM Contractor to submit a tender to manage the delivery of the scope of the process plant and non-process infrastructure upgrade involved in the Project. The Company intends to engage an EPCM Contractor to provide complete Engineering, Procurement and Construction Management services to deliver the required process plant and non-process infrastructure upgrades, acting as a limited agent for the Company. The EPCM Contractor will provide personnel, processes, resources and systems to deliver the services outlined within Section B paragraph 4 and the overall Project.

An overview of the process and non-process Project works to be managed by the EPCM is generally as follows:

- Bulk Earthworks, Drainage and Concrete.
- Beneficiation Feed and Product Conveyor systems.
- Wet Screening Building including bins, isolation gates, low profile feeders, and wet banana screens.
- Beneficiation Desliming Building including rougher and cleaner cyclones and process pumps and piping.
- Beneficiation Dewatering Building including vacuum belt filters.
- Beneficiation thickeners, underflow pumps and tailings disposal pumps.
- Tailings Storage Facility including tailings and decant return water pipelines.
- Reagents packages.
- Reticulated process, raw, fire and gland water services and tie ins.
- Reticulated compressed air and instrument air services.
- Additional 33kV HV power supply and distribution and tie ins.
- Overhead travelling cranes.
- Beneficiation product sample station.
- Modifications to existing OHP stockyard infrastructure, including:
  - TS105 Transfer Station tie in; and
  - Fines Live Stockyard Row C tie in
- Upgrades and expansion to existing workshops.
- Crib rooms and offices.
- Site LV and HV access roads.

An order of magnitude estimate of material quantities for the Project is provided below:

<b>Discipline</b>	<b>Value</b>	<b>UOM</b>
Earthworks and Civil	200,000	m <sup>3</sup>
Concrete	15,000	m <sup>3</sup>
Structural Steel	5,000	t
Piping	30,000	m
Pipelines	25,000	m
Electrical	100,000	m

Please also refer to the 3D plant layout diagram and process flow sheet below – Figure 1 and Figure 2.

If any Supplier requires further information about the scope of works to be delivered as part of the Project in order to determine whether it wishes to submit an EOI, a request should be made to the Company via the ICN.

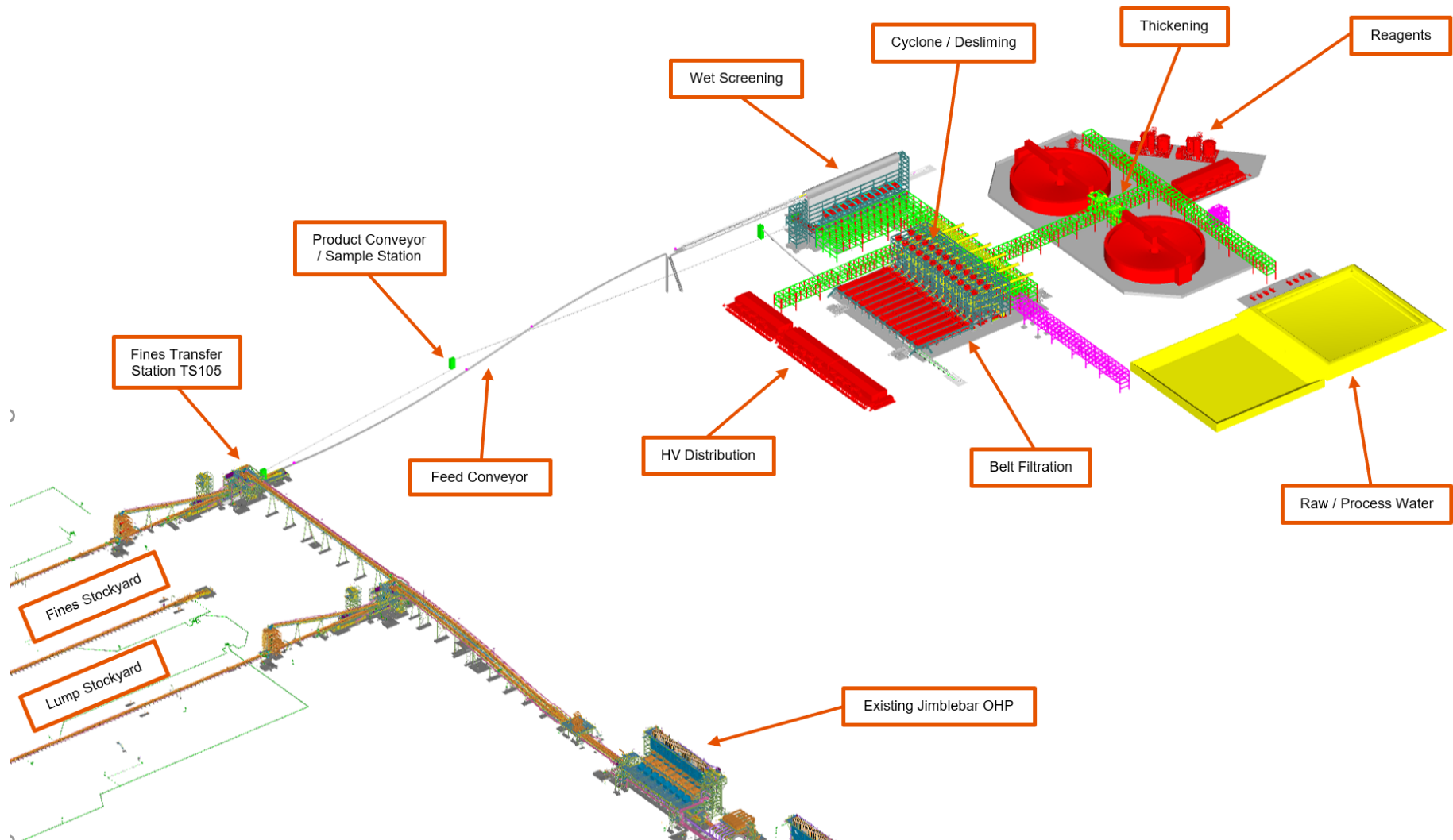


Figure 1: Plant Layout 3D Isometric

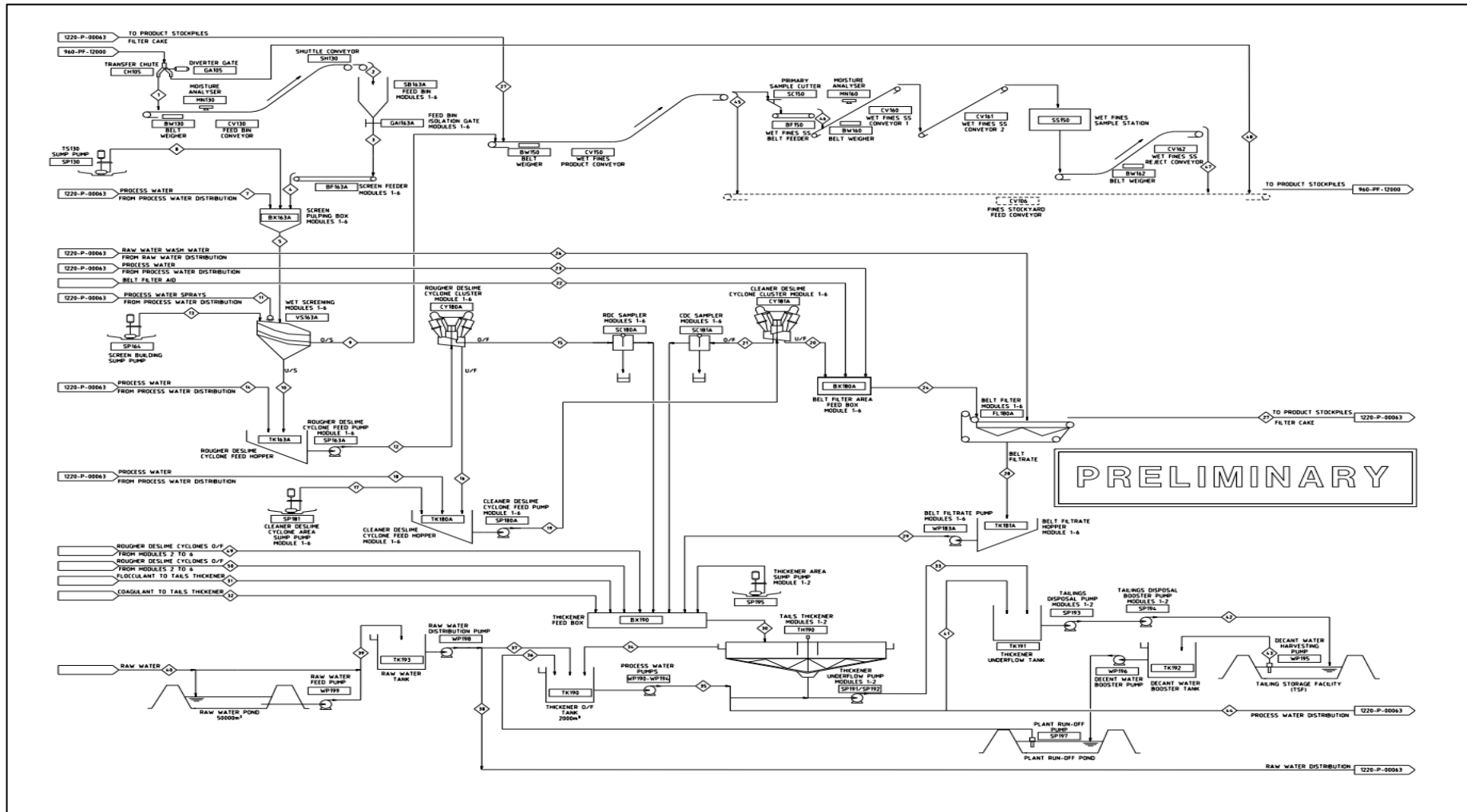


Figure 2: Summary Process Flow Diagram



## 4. CONTRACT PHASES

The EPCM Contract is intended to be subject to the following conditional separable portions of work subject, each subject to a written instruction to proceed in accordance with the terms of the EPCM Contract:

- **Project Readiness Phase**  
This phase includes EPCM on-boarding, design review and development, incorporation of Company’s Design in EPCM scope, systems establishment, project schedule and budget endorsement.
- **Definition Phase**  
The purpose of the definition phase is to detail and refine the preferred investment alternative to be ready for execution and to refine the "optimised without alternative" to enable evaluation of whether the selected alternative is still the preferred alternative. The EPCM will progress design to a class 2 level (nominally 60% engineering) under this phase.
- **Early Works**  
This phase includes any long lead item procurement (as agreed with or directed by the Company) and site establishment or other minor works required before the Project approval and funding decision. This will involve work (if any) advantageous to execute early (to smooth site workforce numbers or streamline project execution) – and only with prior approval of the Company.
- **Execution Phase**  
In this phase the EPCM Contractor will finalise design from Class 2 to Approved for Construction and perform the full scope of EPCM Services required to execute the Project works.

Early construction commitments may be approved under the Contract to enable the release of pre-Execution Phase contracts during the DPS Phase (“Early Works”). An approval for the EPCM to commence for the Execution Phase Services may be issued under the contract, subject to the Company’s final investment decision to fund the Project.

The below dates are indicative and the Company reserves its rights to modify these at any point.

Event	Proposed Start Date (Calendar Year)
Project Readiness Phase	Q2 2022
Definition Phase	Q3 2022
Early Works Phase	Q1 2023
Execution Phase	Q4 2023

## 5. EPCM SERVICES

The EPCM Contractor will provide the necessary services to ensure successful engineering, procurement, construction and management of the works of the Project. It is envisaged that the successful EPCM Contractor will provide the minimum services outlined within the following subsections.

### 5.1. ENGINEERING

The EPCM Contractor will provide design and engineering services, including the provision of personnel, processes, procedures and systems. The EPCM Contractor's engineering services shall include the following:

- Gap analysis between the design and engineering work completed to date (nominally 30% engineering).
- Development of design and engineering deliverables, including vendor data, for Definition Phase and Execution Phase to AFC level.
- Successfully deliver the infrastructure to execution phase meeting the Project performance requirements.
- Engineering management, including quality assurance, quality control and progress tracking of engineering deliverables
- Development of design, engineering and associated Engineering Work Packages to facilitate tendering activities (including development of scope and specification documents).
- Value engineering and engineering scope optimisation to minimise project life cycle cost and optimise performance.
- Implement safety systems to ensure drive Safety in Design.
- Construction / field support services including vendor data management, change management and defects management.

### 5.2. CONTRACTS AND PROCUREMENT

The EPCM Contractor will provide contract and procurement services, including but not limited to personnel, processes, procedures and systems for the fulfilment of the following functions:

- Preparing tender and suppliers lists and prequalifying contractors and suppliers for engagement on the project.
- Tendering activities for goods and services under purchase orders, services and construction contracts.
- Post award contract and purchase order administration including claim mitigation and management.
- Expediting delivery of Company supplied items to ensure that they are delivered in accordance with the Company's overall schedule.
- Leverage existing Company supply agreements to minimise durations and rework.
- Provision of an expediting management tool to assist in the contract and procurement process.
- The provision of all necessary systems to ensure performance of efficient and effective contract and procurement process.

The provision of appropriate systems will be an integral part of the service provision that is being sought as part of the services.

### 5.3. PROJECT SERVICES

The EPCM Contractor will provide personnel, processes and systems as part of its service to deliver a successful project. The potential project may involve multiple works packages being procured separately, but in parallel. Co-ordination and integration will be critical. The following disciplines are envisaged as necessary:

- Planning and Scheduling.
- Cost Control.
- Change Management.
- Information Management.
- Estimating.
- Reporting and Progress Measurement.

During Definition Phase the EPCM Contractor will be responsible for producing a Class 2 schedule and estimate and supporting tollgating activities undertaken by the Company.

### 5.4. RISK MANAGEMENT

The EPCM Contractor will provide experienced personnel and the appropriate processes and systems to ensure that Project Risk is managed in line with the Company's Risk Management Framework.

### 5.5. QUALITY MANAGEMENT

Effective quality management is a key requirement for the Company and the EPCM Contractor will be expected to provide experienced personnel and the appropriate processes and systems to ensure that all design, engineering, equipment goods and services are designed, developed and delivered within the specifications set out in the contract and in accordance with any appropriate statutory requirements. The EPCM Contractor will provide services for the following activities:

- Quality Assurance to ensure that the potential project is executed in accordance with the standards required and in accordance with approved management plans and procedures; and
- Quality Control e.g. Inspections, surveillance and verification to ensure that all materials and equipment installed on the potential Project are to specifications identified within the applicable contracts or purchase orders.

The EPCM Contractor's quality management personnel will be required to operate both in the office, on the construction site and in fabrication facilities to support engineering, manufacturing, fabrication and installation work.

The EPCM Contractor will also be required to provide the appropriate quality management plans, procedures and systems.

### 5.6. SAFETY AND ENVIRONMENTAL MANAGEMENT

The Company's commitment to ensuring that all people go home safely and that the Company maintains its license to operate is its top priority for the project. The EPCM Contractor may be appointed Principal Contractor under Workplace Health and Safety (**WHS**) Laws, responsible for managing safety on the Project site.

The EPCM Contractor will be expected to perform a detailed gap analysis task between the Company's Health, Safety and Environment Management System (**HSEMS**), the Company's Contractor HSE Minimum Requirements, which may include, the system already in place on site and the EPCM Contractor's own HSEMS to ensure a robust HSEMS is designed and standards applied to the performance of the Project Works. If there any gaps between the Company's existing system and the EPCM Contractor's system, the higher standard should be adopted. The interface of the two systems will be worked through and appropriate interface management arrangements established for the management of what is a brownfields site.

The Company currently intends for the EPCM Contractor to be responsible for WHS of work areas under its management.

The EPCM Contractor will be required to provide safety and environmental personnel who have experience in operating on construction sites in brownfield environment. In addition, the EPCM Contractor may be required to provide personnel in fabrication facilities in Australia or overseas.

## **5.7. CONSTRUCTION MANAGEMENT**

The potential project is likely to be implemented through multiple works packages. Work packages will be delivered by separate contractors and will be executed with significant overlaps, which will require considerable interface management, including with the Company's operations and planned shutdown periods. The processes and procedures developed by the relevant contractors shall take into account the Company's standard operating requirements for its mining and construction sites.

In addition to other project support services, the EPCM Contractor will be required to provide the following resources:

- Construction Managers;
- Area Project Engineers; and
- Field Supervisors.

## **5.8. LOGISTICS MANAGEMENT**

The Project will fabricate and source procured equipment from a range of vendors and locations throughout the world. The EPCM Contractor will provide experienced personnel and the appropriate processes and systems to ensure that logistics is managed to guarantee the timely and safe pickup and delivery of materials and equipment

In addition to other project support services, the EPCM Contractor will be required to provide the following resources:

- Logistics Manager;
- Logistics Lead; and
- Logistics Supervisors.

## **5.9. COMMISSIONING MANAGEMENT AND SUPPORT**

The EPCM Contractor's personnel will be required to have experience of commissioning mining facilities in a brownfield environments and will be capable of operating the Company's system to monitor and control the commissioning activities.

The EPCM Contractor will be responsible for the process and non-process plant achieving pre-determined performance criteria following the completion of commissioning.

The Company may consider an integrated team approach to commissioning (to be confirmed).

#### **5.10. DIGITAL CAPACITY**

The EPCM Contractor will provide and use existing digital tools to leverage value and assist in the management the project through all phases

#### **5.11. HR/IR MANAGEMENT**

The EPCM Contractor will work with the Company to develop a HR/IR strategy for the Project and manage the project in accordance with that strategy, dealing effectively with HR/IR matters which may arise during the Project and manage associated risks in consultation with the Company.

#### **5.12. CULTURAL HERITAGE, INDIGENOUS AND LOCAL ENGAGEMENT**

The EPCM contractor will work with the Company to ensure project wide compliance with the Australian Industry Participation Plan applicable to the Project and the Project's local and indigenous participation plans and cultural heritage plans.

#### **5.13. LOCATION OF SERVICES**

The EPCM Contractor's resources will be required to work in the following locations:

- Co-located with Company personnel at the Project offices in Perth, Western Australia, and / or the selected EPCM providers offices, as may be determined;
- Co-located with Company personnel at project offices at the Site; and
- Various contractor and supplier fabrication locations.

It is anticipated the services will be predominantly provided in Perth (initially) and will then transition predominantly to Site, as the project progresses through Project Readiness Phase into Execution, subject to approval to proceed.

Deployment of personnel to the EPCM team will be controlled by a detailed staffing plan upfront and formal approval process requiring Company approval for each person mobilised. Personnel must be cycled off the project as soon as their role is no longer required.



# **Jimblebar Beneficiation Project**

**ENGINEERING, PROCUREMENT AND CONSTRUCTION  
MANAGEMENT SERVICES (EPCM)**

## **SECTION C: EXPRESSION OF INTEREST QUESTIONNAIRE**

## 1. INTRODUCTION

This information is to be used to evaluate the Supplier for it to be considered as a Tenderer for BHP Iron Ore Pty Ltd.'s Jimblebar Beneficiation Project. Please note that submission of the requested information does not ensure your inclusion on a select list of Tenderers.

The information you provide in this document will remain confidential and will only be used by Company.

Prior to submitting this Pre-Qualification Questionnaire you are required to read and acknowledge the following:

The Company adheres to a Code of Business Conduct which details our corporate values and our commitment to upholding ethical business practices. As a vendor to the Company you are expected to be aware of the Code of Business Conduct which is available via the Company website <https://www.bhp.com/info/supplying-to-bhp> and to be committed to upholding the values in your dealings with us.

The Company Code of Business Conduct is acknowledged.

## 2. HEALTH, SAFETY AND ENVIRONMENT

This information is to be used to determine the health and safety record of the Supplier, proposed subcontractors and consultants (if appropriate). In addition this information is to be used to assess the Health, Safety and Environment (**HSE**) Management Systems utilised by the Supplier.

Information provided in the questionnaire does not relieve the Supplier, subcontractors or consultants from complying with the obligations imposed by the HSE requirements of any future contract.

The Company considers the safe completion of the potential project to be of overriding importance and the assessment of each Supplier's HSE performance will be crucial in the final selection process. A poor safety record will be sufficient to preclude any prospective Supplier or sub-Tenderer from the opportunity to tender.

**2.1** Please advise details of the person primarily responsible for HSE within your organisation:

Name	
Position	
Qualifications	

**2.2** Please advise details of your organisation's Workers Compensation Insurance:

Insurance Company Name	
Policy Number	

Insurance Premium as a percentage of Payroll for the last five years, commencing with the last financial year:

<insert year>	
<insert year>	
<insert year>	
<insert year>	
<insert year>	

**2.3** Please advise annual injury details in accordance with AS1885 or alternative International Standard for your organisation's site projects (please note the standard used for reporting). This should be listed for international projects, specifying country, where appropriate with Australian projects show separately. Please note that in the event that a Contract is awarded to your organisation, Australian Standard AS1885 and any other relevant safety legislation will need to be adhered to.

International Standard	
------------------------	--

<b>INTERNATIONAL</b>	<year>	<year>	<year>	<year>	<year>
No. of Employees					
No. of Exposure Hours					



No. of First Aid Treatments					
No. of Lost Time Days					
No. of Lost Time Injuries					
No. of Fatalities					

<b>AUSTRALIA</b>	<year>	<year>	<year>	<year>	<year>
No. of Employees					
No. of Exposure Hours					
No. of First Aid Treatments					
No. of Lost Days					
No. of Lost Time Injuries					
No. of Fatalities					

<b>Western AUSTRALIA</b>	<year>	<year>	<year>	<year>	<year>
No. of Employees					
No. of Exposure Hours					
No. of First Aid Treatments					
No. of Lost Days					
No. of Lost Time Injuries					
No. of Fatalities					

**2.4** In accordance with the formulae in AS1885.1 – 1990, or alternative International Standard, (please note the standard used for reporting) please complete the tabulation below, commencing with the last financial year:

International Standard	
------------------------	--

	<year>	<year>	<year>	<year>	<year>
Total Injuries					
Incidence Rate (IR)					
Frequency Rate (FR)					
Average Time Lost Rate (ATLR)					
Injury Illness Statistical Index (IISI) (i.e. ATLR x FR)					

Medical Treatment Injuries					
Disabling Injuries					
No. of recordable cases classified as disabling Injury					
No. of days lost due to Disabling Injuries					



		Yes	No	
<b>2.11</b>	Please attach a brief description of your organisation’s formal safety training program for employees Does it include instruction on the following? <ul style="list-style-type: none"> <li>• Safe work practices</li> <li>• LV Driving</li> <li>• Fitness for Work</li> <li>• Emergency procedures</li> <li>• First aid procedures</li> <li>• Fall protection</li> <li>• Manual Handling</li> <li>• Hazard Identification</li> <li>• Dangerous Goods</li> <li>• Commissioning procedures</li> <li>• Confined Space</li> <li>• Equipment operation</li> <li>• Occupational Health &amp; Hygiene</li> <li>• JRA Development</li> <li>• Safe Act Observations</li> </ul>	<input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b>2.12</b>	Please attach a copy of your organisation’s Training Matrix developed for all personnel and tasks?			
<b>2.13</b>	Who conducts your organisation’s project safety inspections?			
	Title: <table border="1" style="width: 150px; height: 15px;"><tr><td> </td></tr></table>			
How often? <ul style="list-style-type: none"> <li>• Daily</li> <li>• Weekly</li> <li>• Monthly</li> </ul>				
<b>2.14</b>	Please attach a copy of your organisation’s drug and alcohol education and random testing program			
<b>2.15</b>	Please attach a copy of your organisation’s system for subcontractor management.			
<b>2.16</b>	Please attach a copy of your organisation’s assessment procedures to Vet and Assess all employees as to their suitability and qualifications for the tasks/work to be carried out			
<b>2.17</b>	Please attach a copy of your organisation’s Field Leadership Programme			

This information is to be used to determine the environmental performance record of the Supplier and the Supplier's proposed subcontractors and consultants (if applicable). In addition this information is to be used to assess the Environmental Management Systems utilised by the Supplier.

The Company considers the completion of the potential project with minimal environmental harm to be of overriding importance and the assessment of each Supplier's prior environmental performance and proposed environmental management system will be crucial in the final selection process.

				Yes	No	
<b>2.18</b>	Please provide details of your organisation's company representative who is responsible for Environmental Management					
	Name:					
	Position:					
	Qualification:					
<b>2.19</b>	Please attach a copy of your organisation's Environmental Policy					
	Does the Environmental Policy Statement include reference to:					
	• Senior management commitment to environmental protection			<input type="checkbox"/>	<input type="checkbox"/>	
	• Risk identification, assessment and control			<input type="checkbox"/>	<input type="checkbox"/>	
	• Commitment to legislative & regulatory compliance			<input type="checkbox"/>	<input type="checkbox"/>	
	• Performance review and improvement			<input type="checkbox"/>	<input type="checkbox"/>	
<b>2.20</b>	Please attach a copy of your organisation's Environmental Management System					
	Is the system certified to ISO 14000 standards?			<input type="checkbox"/>	<input type="checkbox"/>	
<b>2.21</b>	Does your organisation's Environmental Management System include Procedures for:					
	<b>Procedures</b>	<b>Yes</b>	<b>No</b>	<b>Procedures Implemented</b>	<b>Yes</b>	<b>No</b>
	Waste Management	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Hydrocarbon Management	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Material use reduction & or recycling	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Water management	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Land disturbance control	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Environmental risk identification	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Control of Environmental risks	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Procedures		Yes	No	Procedures Implemented	Yes	No
Reporting of environmental risks		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Job Environmental Analysis (JEA)		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Environmental incident reporting & investigation		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Notify the applicable Government Departments of incidents reportable under Mining or Environmental Legislation		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Distribution of environmental information/documentation to appropriate persons		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Regular reviews of environmental performance, risks and strategic issues		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
To measure, monitor and evaluate actual environmental performance using the performance indicators and reporting outcomes		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
To ensure corrective actions from inspections, audits and incident investigations are followed through to completion		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
A close out system for corrective actions		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
A Risk Register which records environmental risks and tracks elimination/control of risks		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
An Environmental Management plan (EMP) which details the measures needed to ensure that risks are adequately controlled		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2.22	Has your organisation been subject to prior Actions / Convictions by a regulatory agency responsible for aspects of environmental protection / management? If Yes, please provide details.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Details:					
2.23	Does your Induction program address Environmental policies and protocols?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

### 3. FINANCIAL AND CORPORATE STATUS

In the event that a Joint Venture is proposed please provide details of all entities.

<b>3.1</b>	Name and structure of proposed Tender entity.	
<b>3.2</b>	If a company, state whether subsidiary or holding company:	
<b>3.3</b>	If a subsidiary company, state name of holding company:	
<b>3.4</b>	If a holding company, state name of subsidiaries:	
<b>3.5</b>	Will holding company/s issue a Parent Company Guarantee?	
<b>3.6</b>	Date when commenced operations as a Supplier / Engineer / Tenderer:	
<b>3.7</b>	<u>Bankers</u> Name: Address:	
<b>3.8</b>	If operating on an overdraft, state limit and terms:	
<b>3.9</b>	Limit of Bank Guarantee/ Bond available to Tenderer:	
<b>3.10</b>	Limit of Bank Guarantee/ Bond available on individual contracts:	
<b>3.11</b>	State details of financial resources available for Working Capital (including bank overdraft if available, director's loans, etc.):	
<b>3.12</b>	Closing date of Company's trading year:	
<b>3.13</b>	Has there been or is there likely to be any substantial change in the financial affairs of the company since the closing date of the above Accounts which might affect the ability of the company to successfully carry out the Contract? If so, include details in covering letter.	
<b>3.14</b>	Is the Supplier a party to, or subject to any current or pending court actions relating to the performance of Work or services?	Provide details of any claims or judgements before the courts
<b>3.15</b>	In the event that a Joint Venture is proposed, please provide details of the financial structure that would be used for the delivery of the potential project.	

Attach audited and certified copies of Trading and Profit and Loss Account and Balance Sheets for the last three trading years for the applicant company and, if appropriate, the holding or parent company and for the group. (If it is intended that work on the Contract will

be carried out using, to a substantial extent, the resources of an associated company all of the foregoing information should also be supplied in respect of that company.

**4. ORGANISATION STRUCTURE AND CAPABILITY**

The purpose of this section of the questionnaire is to obtain general background information about your organisation and its past/current experience **where the Supplier has acted in an EPCM capacity.**

In the event that a Joint Venture is proposed, details of the parties to the Joint Venture and the proposed contractual relationship must be provided including definition of the authorities' responsibilities and work locations of the joint venture companies.

**4.1 Organisation Background / History**

When was the organisation founded?		
What is the present ownership of the organisation? Please provide a chart detailing the present ownership and percentages.		
The Supplier shall state which corporate entity will be named as the contracting party in the Formal Instrument of Agreement should the Supplier be successful in award of Contract.		
Head Office Location:		
Address:		
Post Address:		
Telephone:		
Facsimile:		
E-mail:		
Branch Office	Location (City)	Telephone

**4.2 Organisation – Portfolio Level**

Provide details of your financial and authority relationship with any parent company, also with any affiliate subsidiary, related or holding company that you envisage would participate in the potential project / Contract. Provide information as to the service such companies could provide and the location at which such services would be carried out.

Provide details of any joint venture established or proposed to perform works on the potential project / Contract.

Provide details of your overall management structure in the form of an Organisation Chart(s) identifying the various engineering, operations and service departments.  
Provide details of any Industry Association Memberships.

## 4.3 Project, Engineering and Construction Management Support

		Does your organisation have in-house capability in the following disciplines Yes/No	Number of Permanently Employed Personnel by Discipline	Name of Key Personnel and locality (attach CV) proposed for this Project	Systems utilised by Supplier
4.3.1	<b>Engineering</b> <ul style="list-style-type: none"> <li>• Engineering Manager (Key Personnel)</li> <li>• Senior Project Engineer</li> <li>• Project Engineer</li> <li>• Lead Discipline Engineer</li> <li>• Discipline Engineer</li> <li>• Graduate Engineer</li> </ul>				
4.3.2	<b>Contracts and Procurement</b> <ul style="list-style-type: none"> <li>• C&amp;P Manager (Key Personnel)</li> <li>• Contracts &amp; Procurement Specialist</li> <li>• Contract Administrator / Engineer</li> <li>• Procurement Officer</li> <li>• C&amp;P Administration Officer</li> <li>• Expediting Officer</li> <li>• Logistics Officer</li> </ul>				
4.3.3	<b>Health Safety and Environment</b> <ul style="list-style-type: none"> <li>• HSE Manager (Key Personnel)</li> <li>• Safety Officer</li> <li>• Environmental Officer</li> </ul>				
4.3.4	<b>Quality Management</b> <ul style="list-style-type: none"> <li>• QA Manager (Key Personnel)</li> <li>• QA Officer</li> </ul>				



		Does your organisation have in-house capability in the following disciplines Yes/No	Number of Permanently Employed Personnel by Discipline	Name of Key Personnel and locality (attach CV) proposed for this Project	Systems utilised by Supplier
	<ul style="list-style-type: none"> <li>QC Inspectors</li> </ul>				
4.3.5	<b>Project Management &amp; Construction</b> <ul style="list-style-type: none"> <li>Project Manager (Key Personnel)</li> <li>Construction Manager*</li> <li>Package Lead Engineers</li> <li>Package Engineers</li> <li>Field Supervisors</li> </ul>				
4.3.6	<b>Project Logistics</b> <ul style="list-style-type: none"> <li>Logistics Manager (Key Personnel)</li> <li>Logistics Lead</li> <li>Logistics Supervisor</li> </ul>				
4.3.7	<b>Commissioning Support</b> <ul style="list-style-type: none"> <li>Commissioning Manager (Key Personnel)</li> <li>Commissioning Engineer</li> <li>Commissioning Administrator</li> </ul>				
4.3.8	<b>Project Controls</b> <ul style="list-style-type: none"> <li>Project Controls Manager (Key Personnel)</li> <li>Project Controls</li> <li>Senior Cost Engineer</li> <li>Cost Engineer</li> <li>Senior Planner</li> <li>Planner</li> </ul>				

		<b>Does your organisation have in-house capability in the following disciplines Yes/No</b>	<b>Number of Permanently Employed Personnel by Discipline</b>	<b>Name of Key Personnel and locality (attach CV) proposed for this Project</b>	<b>Systems utilised by Supplier</b>
	<ul style="list-style-type: none"><li>• Senior Estimator</li><li>• Estimator</li><li>• Senior Document Controller</li><li>• Document Controller</li></ul>				

**4.4 Organisation – Project Level**

Please provide a proposed Organisation Chart for this Project with named Key Personnel for roles and role titles for other roles.

**4.5 EPCM Contractor Software Capability**

Please provide details of the EPCM Contractor software that your Company provides/utilises for similar Projects.

	Currently in Use Yes/No	Supplier IP/ Licenced Yes/No
<b>Procurement &amp; Contracts Management</b> <u>[include details of system and explain how it was used]</u>		
<b>Design &amp; Engineering</b> <u>[include details of system and explain how it was used]</u>		
<b>Health, Safety and Environment</b> <u>[include details of system and explain how it was used]</u>		
<b>Cost Control</b> <u>[include details of system and explain how it was used]</u>		
<b>Risk</b> <u>[include details of system and explain how it was used]</u>		
<b>Information Management</b> <u>[include details of system and explain how it was used]</u>		
<b>Planning and Scheduling</b> <u>[include details of system and explain how it was used]</u>		
<b>Quality Management</b> <u>[include details of system and explain how it was used]</u>		
<b>Commissioning</b> <u>[include details of system and explain how it was used]</u>		
<b>Digital Tools</b> <u>[include details of how information and models are collated and integrated during the project and explain how it was used]</u>		

**4.6 Engineering**

**4.6.1 Engineering Systems and Processes**

Provide details of your engineering systems and processes. What tools do you use? What innovations in Engineering can you bring to the Project? Do you have digital capability and foster innovation that will drive efficiencies in design? What experience do you have implementing safety in design and functional safety into your engineering processes? Familiar with Company Standards and Specifications?

**4.6.2 Engineering Personnel**

Does your organisation have in-house Engineering Design and Drafting capability?	
<i>If answer to the above = No, provide details of the proposed engineering partner for these works and demonstrate success in previous partnership.</i>	
Total number of permanent Engineering and Project management personnel	
Number of Senior / Supervisory Personnel	
Number of Engineers by classification that are available for this contract	
Average Staff and Labour employed over the past two years	
Other technical staff employed on estimating, drafting and technical office work	
Foreman and Supervisors	

Please summarise the various Awards, Agreements or Orders (Federal, State and/or Territory) that your Organisation is currently bound by or has been bound by over the preceding three years (inclusive of expiry dates where applicable) and the details of the respondents:

Award/Agreement	Expiry Date	Respondents

**4.7 Module Fabrication and Assembly Facilities**

Please provide details of recent experience on projects where your company has been primarily responsible for Module Fabrication and assembly in an EPCM capacity. If these services are to be provided by a Subcontractor, joint venture or equivalent, please list capability below.

Project/Client	Fabrication location	Year	Works Performed	Personnel Hours


**4.8 Non-Process Infrastructure**

Please provide details of recent experience on projects where your company has been primarily responsible for Non-Process Infrastructure for ancillary facilities including workshops, lockers, crib rooms and accommodation. If these services are to be provided by a Subcontractor, joint venture or equivalent, please list capability below.

Project/Client	Fabrication location	Year	Works Performed	Personnel Hours

**4.9 Logistics (Freight Forwarding and Heavy Haulage)**

Please provide details of your organisation’s experience with respect to the following:

- Materials management and logistics – local to and on-site.
- Managing sea freight, chartering of dedicated vessels and associated importation activities for Over Size/Over Mass steel modules from fabrication location to Australian port.
- Management of Australian Border Force and Dept. of Agriculture and Water Resources compliance requirements.
- Heavy Haulage road transport up to 350 tonne to Project Site.
- Provision and operation of Self-Propelled Modular Transporters to support on-site heavy module movement service to project execution site.
- Managing international and domestic air consignments.

Please provide details of recent experience on projects where your company has been primarily responsible for transportation of project mining equipment.

Project/Client	Location	Year	Works Performed	Personnel Hours

**4.10 Personnel Historical Data**

Average number of employees and contractors per month employed over the past three years:

<b>Personnel</b>	<b>No. Permanent Staff/Employees</b>	<b>No. Contract Personnel</b>
Administration		
Project Management		
Engineering per discipline		
Project Controls		
Commercial/Contracts and Procurement		
Commissioning		
HSE		
Quality		
Construction		
Logistics		
HR/IR		

**4.11 Experience and Workload**

**4.11.1 Recent Experience**

Please provide details of experience delivering similar EPCM Services under a similar EPCM model in the last 5 years.

<b>Project Details</b>	<b>Size and Type of Work</b>	<b>Contract Value (whole \$m)</b>	<b>Contract Duration</b>	<b>Cost and schedule outcomes</b>	<b>Referee for Works</b>
Detail: Project Title Location Client Engineer Dates	Detail: Nature of Work Contract Type (e.g. EPCM) Prime/ Subcontract Commercial Model ( Lump sum , Reimbursable)			Delivery to schedule / budget	Provide name, title and contact name

**4.11.2 Work in Hand**

Provide details of all contracts in hand:

<b>Project Details</b>	<b>Size and Type of Work</b>	<b>Contract Value (whole \$'s)</b>	<b>Contract Duration (and current anticipated completion time)</b>	<b>Additional Time</b>	<b>Percentage of time key positions are expected to be deployed on project subsequent to May 2021</b>
Detail: Project Title Location Client Engineer	Detail: Nature of Work Contract Type Prime/ Subcontract			Actual Time Occupied Beyond Original Contract Period	

**4.11.3 Work Forecast**

Provide details of all contracts your organisation presently intends to bid for in the next 3 years:

<b>Project Details</b>	<b>Size and Type of Work</b>	<b>Contract Value (whole \$'s)</b>	<b>Contract Duration</b>	<b>Additional Time</b>
Detail: Project Title Location Client Engineer Dates	Detail: Nature of Work Contract Type Prime/ Subcontract			Actual Time Occupied Beyond Original Contract Period

Note: Add additional lines as necessary to the tables above as necessary to complete the information



## 4.12 SUBCONTRACTORS

Provide details of all major Subcontractors who may be used on the works proposed:

Sub-Tenderer Name	ABN, Address and Contact Details	Services Provided

Describe how your organisation manages subcontractors' practices, policies and procedures in each of the following areas to ensure alignment with your company's requirements and the specific requirements of client's on construction products.

Criteria	Comment/Details Frequency of communications	Is this information distributed to subcontractors/ if so, how often?	Copy supplied with Pre-Qualification (Yes or No)
Code of Business Conduct			
Health Safety and Environment			
Conflicts of Interest			
Gifts & Hospitality			
Vendor/Subcontractor selection & management			
ER/IR			
Tendering process			
Sole Source justification process			

List the policies and procedures that you mandate Subcontractors adhere to:

	Name of Policy/Procedure
1.	
2.	

Does your Company's vendor/subcontractor selection prequalification take the following issues into consideration?

	YES	NO
Financial viability		
HSEC systems and performance		
Technical ability		
Compliance to your processes		

Compliance with back to back contract clauses		
Are these assessments done through a third party? (E.g. corporate scorecard, CCIWA)		
Quality Management, particularly of offshore suppliers		

Do you maintain registers for your employees and contractors compliance with the following to ensure compliance with AS8001-2008 Fraud and Corruption?

	YES	NO
Conflicts of Interest		
Gifts & Hospitality		

What controls are in place to ensure that your policies and procedures are current, effective and adhered to?

Name of Policy/Procedure	Description of Control

## 5. QUALITY ASSURANCE

<b>5.1</b>	Please provide details of your organisation's company representative who is responsible for monitoring, controlling and documenting quality	
	Name:	
	Position:	
	Qualification:	
	Reports To:	
	Name:	
	Position:	
<b>5.2</b>	Please attach a copy of your organisation's Quality Accreditation	
	Quality Standard and Level:	
	Assessment Organisation:	
	Registration No:	
	Approval Date:	
	Expiry Date:	
	Scope of Registration:	
	Address:	

When completing these questions, please refer to the relevant clause or section number in your Quality Manual, where applicable.

5.3		Does your quality management system include the following:			
Procedures	Yes	No	Procedures Implemented	Yes	No
Tender and Contract Review	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Design Control	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Inspection and Test Plans	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Records which demonstrate compliance with requirements	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Corrective Action	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Identification and segregation of non-conforming product	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Documentation and change control	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Inspection – Goods inward – status	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Control of measuring and testing equipment	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Control of purchased material and services	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Control of purchaser supplied material	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Control of special processes	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Packaging, shipping, handling and storage	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Identification and traceability	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Manufacture / construction	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Quality audits	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
How many years are quality records maintained?					
Have you been audited for quality?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
When? (state date of last audit)					
By whom? (state organisation)					
Against which Standard/Code?					

## 6. HUMAN RESOURCES MANAGEMENT

The information provided in this questionnaire will enable an assessment to be made of the Supplier's Human Resources Track record and Human Resources Management systems. The information provided will determine how committed the Supplier's is to building a diverse workforce, appreciating all the different aspects of individual uniqueness, including, but not limited to: thought and perspective, experience, age, disability, nationality, ethnicity, sexual orientation and gender.

### 6.1 Resources

Please state your organisation's current number of employees and office/permanent employees residing in Perth and also for your total operations within Australia and overseas.

		Perth	Australia	Overseas
<b>6.1.1</b>	<b>Project Personnel</b>			
	- Administration			
	- Project Management			
	- Engineering			
	- Project Controls			
	- Commercial/Contracts			
	- Commissioning			
	- HSE			
	- Quality			
	- HR/IR			
	- Logistics			
	- Construction			
<b>6.1.2</b>	<b>Total Company Personnel</b>			
	- Administration			
	- Project Management			
	- Engineering			
	- Project Controls			
	- Commercial/Contracts			
	- Commissioning			
	- HSE			
	- Quality			
	- HR/IR			
	- Logistics			
	- Construction			

## 6.1.2 Site Work Personnel

Please advise the maximum number of employees/contractors recruited for site work on previous wet and/or dry processing projects over the last five years (stating the respective projects).

	Project #1	Project #2	Project #3	Project #4
Project Name				
Project Value A\$				
Project Personnel				
- Staff				
- Trade				

## 6.2 Project Labour Resourcing

		Yes	No
6.2.2	Does your company have a documented Employee Relations Management Plan, which addresses the processes and protocols applicable to both; Professional recruitment and employment, and Management of trade Tenderers and union interface If yes, please provide a copy	<input type="checkbox"/>	<input type="checkbox"/>
	If you answered Yes, does your system and processes detail; <ul style="list-style-type: none"> <li>Recruitment and interview process</li> <li>Qualification and background checks</li> <li>Performance management</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

## 6.3 Recruitment Process

		Yes	No
6.3.1	Does your company have an established process for reference checking of all employees prior to employment:	<input type="checkbox"/>	<input type="checkbox"/>
	Please provide a copy of the reference check form used by your company to record details of reference checking conducted. Reference checking form provided?	<input type="checkbox"/>	<input type="checkbox"/>
6.3.2	Does your recruitment process involve your Company directly interviewing potential candidates for Project position vacancies?	<input type="checkbox"/>	<input type="checkbox"/>
6.3.3	Does your recruitment process include Fitness for Work medicals to be conducted for candidates under consideration for Project position vacancies?	<input type="checkbox"/>	<input type="checkbox"/>
	If you answered yes, please select from the list below the category that most accurately reflects your company's policy regarding Fitness for Work medicals:		

	<ul style="list-style-type: none"> <li>• Mandatory for all new employees</li> <li>• Mandatory for all new permanent and full time employees (Excludes casuals and part time personnel)</li> <li>• Conducted only where it is a requirement for working on a client's site</li> <li>• Other – please provide details</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
6.3.4	Are persons proposed to be employed issued with a written letter of offer detailing the terms and conditions of employment prior to commencing employment?	<input type="checkbox"/>	<input type="checkbox"/>

## 6.4 Training and Development

		Yes	No
6.4.1	Please provide details of your organisation's training programme for employees engaged in the following classifications: <ul style="list-style-type: none"> <li>• Project Managers/Site Managers</li> <li>• Construction Superintendents</li> <li>• Project Engineers</li> <li>• Construction Supervisors</li> <li>• Construction Foremen/Team Leaders</li> <li>• Safety Advisers</li> <li>• Site Administrators</li> </ul>		
6.4.2	Does your company's staff training and development programme include training in the following areas? <ul style="list-style-type: none"> <li>• Leadership skills</li> <li>• Communications skills</li> <li>• Team development/coaching skills</li> <li>• Negotiation skills</li> <li>• Organisation, time management</li> <li>• Health and Safety leadership</li> <li>• Project management</li> <li>• Front line supervision</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.4.3	Please provide a copy of the course outline for those areas selected and identify the training provider engaged by your company to deliver the course.		
6.4.4	Does your company have a staff training and development plan identifying training courses to be conducted and dates on which the course will be held?	<input type="checkbox"/>	<input type="checkbox"/>
	If you answered yes, please provide a copy of your current staff training matrix.		
6.4.5	Does your company undertake skills training for your workforce?	<input type="checkbox"/>	<input type="checkbox"/>
	If you answered yes, please provide a copy of your training matrix that identifies skills training courses proposed for the current year.		

<b>6.4.6</b>	Describe the process used by your company to identify skills training needs of your labour workforce.		
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## 6.5 Employee Relations

### 6.5.1 Employer Organisations

		Yes	No
1.	Is your company a current member of an Employer Organisation or peak employer body? If you answered yes, please provide the details of the organisations concerns:	<input type="checkbox"/>	<input type="checkbox"/>

### 6.5.2 Employee Relations Interfaces

Please advise what, if any, employee relations interfaces may arise, if your organisation was successful in tendering for work on the potential project, with other industries (e.g. Fabrication, transport, stevedoring etc.) and how these would be managed.

### 6.5.3 Key Contract/Responsible Person

Please provide details of the name, position and qualifications of the person within your organisation who is the main point of contact for conducting discussions with unions and providing employee relations advice to management.

Name:	
Title:	

### 6.5.4 Equal Opportunity and Harassment Prevention

1	Please attach a copy of your organisation's Equal Employment Opportunity Policy
2	Please attach a copy of your organisation's policy for the prevention of sexual harassment in the workplace?
3	Please provide details of your company's Employee Assistance Program provider

## 7. OFFICE SYSTEMS

This questionnaire has been compiled to assist the Company in determining the office systems and project controls capabilities of the Supplier. The Company considers the need to accurately determine time and cost performance is critical and is afforded a high order of priority. The Company also considers office systems, contract management and reporting to be of vital importance to the commercial outcome of any project.

The assessment of the Supplier's systems and ability to demonstrate the effectiveness of its time management and project controls system will be crucial in the final selection process.

The inability to provide evidence of a successful record in time management and demonstrate an integrated, effective office and project controls systems will be sufficient to preclude any prospective Supplier from the opportunity to tender.

During the final selection process short listed Tenderers will have the opportunity to present to the Company a detailed briefing on the full capabilities of its office and project control systems. The Tenderer will also need to demonstrate the successful use of comprehensive document management procedures and a system to produce tax and other statutory documents as required.

7.1	<b>Project Controls</b> Please attach a copy of the index of your organisation's project controls procedure (Full copy of procedure to be available on request).
	Procedure Reference:
	Software Package:
7.2	<b>Cost Control</b> Please provide details of your organisation's integrated cost control/cost reporting software package plus copies of typical reports
	Procedure Reference:
	Software Package:
7.3	<b>Planning and Scheduling</b> Please provide details of your organisation's planning/scheduling/programming software package plus copies of typical construction schedule and two-week and three-month "look ahead" programs.
	Procedure Reference:
	Software package:
7.4	<b>Risk</b> Please provide details of your organisation's risk management policies, procedures and example assessment tools
	Procedure Reference:
	Software Package:
7.5	<b>Procurement and Contracts</b> Please attach a copy of your organisation's contract management procedure plus copies of typical tender assessment, recommendation to award, purchase orders, conditions of contract, expediting reports and goods received records.
	Procedure Reference:
	Software Package:
7.6	<b>Document Control</b> Please provide details of your organisation's dedicated document control and data management system
	Procedure Reference:
	Software Package:



## 8. INDIGENOUS AND COMMUNITY PARTICIPATION

The Company is committed to the employment of appropriately qualified indigenous people. The Supplier is encouraged to adopt a pro-active policy with respect to the employment of and creation of employment opportunities for indigenous people in connection with any contract.

		Yes	No
8.1	Has your organisation had involvement in employment opportunities with indigenous groups? Give details:	<input type="checkbox"/>	<input type="checkbox"/>
	Details:		
8.2	Have persons from indigenous groups ever been employed or utilised on previous contracts? Give details:	<input type="checkbox"/>	<input type="checkbox"/>
	Details:		
8.3	What is your organisation policy relating to indigenous and community participation? Give details:	<input type="checkbox"/>	<input type="checkbox"/>
	Details:		
8.4	Does your organisation have a structured training and development scheme for indigenous advancement? Give details:	<input type="checkbox"/>	<input type="checkbox"/>
	Details:		
8.5	Is your organisation prepared to accept minimum targets related to employment of indigenous personnel and sub-Tenderers and to measure performance against these targets using Key Performance Indicators?	<input type="checkbox"/>	<input type="checkbox"/>
	Comments:		

## 9. INCLUSION AND DIVERSITY

The Company believes that an inclusive work environment and a diverse workforce, where the unique skills, experiences and perspectives of people are embraced, is pivotal to sustaining performance and further increasing productivity.

		Yes	No
9.1	Please attach a copy of your organisation's Diversity Policy	<input type="checkbox"/>	<input type="checkbox"/>
	Does the Diversity Policy Statement include reference to:		
	• Culture	<input type="checkbox"/>	<input type="checkbox"/>
	• Nationality	<input type="checkbox"/>	<input type="checkbox"/>
	• Gender	<input type="checkbox"/>	<input type="checkbox"/>
	• Sexual orientation	<input type="checkbox"/>	<input type="checkbox"/>
	• Age	<input type="checkbox"/>	<input type="checkbox"/>
	• Experience	<input type="checkbox"/>	<input type="checkbox"/>
9.2	Does your organisation's recruitment, induction and training program address Inclusion and Diversity in the workplace?	<input type="checkbox"/>	<input type="checkbox"/>

	Details:		
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## 10. ZERO TOLERANCE REQUIREMENTS

The Company sets minimum health, safety, environment, community and business conduct requirements for our suppliers. These requirements can be downloaded from the link below.

[https://www.bhp.com/-/media/documents/ourapproach/governance/180529\\_supply.pdf?la=en](https://www.bhp.com/-/media/documents/ourapproach/governance/180529_supply.pdf?la=en)

		Yes	No
11.1	Your organisation acknowledged that it has understood, and are prepared to comply with the Zero Tolerance Requirements.	<input type="checkbox"/>	<input type="checkbox"/>

## SECTION D – ANNEXURES

### 1. EXPRESSION OF INTEREST TERMS AND CONDITIONS

#### 1. INTERPRETATION

1.1 In these Expression of Interest Conditions (unless the context otherwise requires):

- (a) **Company** is the BHP entity or business referred to in the Invitation;
- (b) **Company Representative** means the person nominated as such in the Invitation, or such other person that the Company may subsequently nominate in writing to the Supplier;
- (c) **Company-Supplied Information** means information (whether written, oral, electronic or in any other form) provided or made available by or on behalf of the Company to any Supplier in relation to the Invitation;
- (d) **Conditions** means these Expression of Interest Terms and Conditions;
- (e) **Contract** means the contract (if any) to be entered into between the Company and a party as a consequence of this Expression of Interest process;
- (f) **Expression of Interest** means the proposal that the Supplier submits to the Company in response to the Invitation;
- (g) **Expression of Interest Documents** means these Conditions, the Invitation and any attachments and annexures issued under this Invitation;
- (h) **Expression of Interest Submission Date** means the date referred to as such in the Invitation;
- (i) **Invitation** means the document designated as the Invitation for an Expression of Interest which has been issued to the Supplier manually or electronically in conjunction with the other Expression of Interest Documents;
- (j) **Project** means the potential project the subject of this Expression of Interest.
- (k) **Supplier** is the entity which is responding to the Invitation.
- (l) **Tender Process** means any formal tender process for the Contract and/or in relation to the Project, issued by the Company.
- (m) **Tender** means any tender for the Contract and/or in relation to the Project, submitted by a Supplier or any other person, pursuant to a Tender Process.

1.2 In these Conditions (unless the context otherwise requires):

- (a) a reference to these Conditions means these Conditions as amended or supplemented in accordance with clause 9.1;

- (b) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa; and
- (e) headings are for convenience only and do not affect interpretation of these Conditions.
- (f)

## **2. CONTENTS AND REQUIREMENTS FOR SUBMISSION OF AN EXPRESSION OF INTEREST**

2.1 The Supplier must:

- (a) prepare and submit the Expression of Interest strictly in accordance with the requirements set out in the Invitation and the Expression of Interest Documents;
- (b) complete and include as part of its Expression of Interest all the schedules, annexures, appendices, and other information required by the Expression of Interest Documents;
- (c) inform the Company in writing manually or electronically by the date specified in the Invitation whether it intends to submit an Expression of Interest; and
- (d) submit the Expression of Interest by the date and time specified in the Invitation.

2.2 The Supplier must provide a list of any subcontractors proposed to be engaged in respect of the Expression of Interest for review by the Company.

2.3 By Submitting an Expression of Interest to the Company, the Supplier agrees to the terms of the Expression of Interest Documents (including these Conditions).

## **3. CONFIDENTIAL INFORMATION AND PUBLICITY**

3.1 The fact that the Company is seeking proposals for the subject matter of the Expression of Interest Documents, together with the Company-Supplied Information and all information (whether oral, written or in electronic form) contained in the Expression of Interest Documents or disclosed to the Supplier in connection with the Expression of Interest process including drawings, specifications and technical and other information supplied to Suppliers is confidential. Except with the prior written approval of the Company Representative, the Supplier shall not disclose such information to any third party, or permit it to be used, copied, reproduced or distributed in whole or part for any purpose other than for the preparation of the Expression of Interest. The obligations created by this clause 3.1 do not apply in relation to any particular item of information that is or becomes public knowledge other than by a breach of these Conditions.

3.2 The Supplier must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media

release or other publicity in relation to the Expression of Interest. Where the Supplier receives an enquiry relating to the Expression of Interest from the media, the Supplier must refer the person making the enquiry to the Company's Representative and must immediately notify the Company's Representative of the fact that an enquiry was made. The Supplier must not make any other comment in response to such an enquiry.

- 3.3 The Company may require the Supplier to execute a confidentiality agreement at any time during the Expression of Interest process. The Company may exclude from consideration any Supplier that fails to sign such an agreement.
- 3.4 Without limiting the Supplier's obligations under clause 3.1 above, the Supplier shall ensure that all employees, agents, contractors and subcontractors of the Supplier and any other person to whom it discloses any of the information contemplated by clause 3.1 will in each case comply with the provisions of this clause 3 to the same extent as if such person had been named in this clause in the place of the Supplier.
- 3.5 By submitting an Expression of Interest, the Supplier agrees that the Company may, for the purpose of carrying out the Expression of Interest evaluation, copy, use and disclose any documentation or information (whether in written, oral or electronic form) provided by the Supplier.

3.6

#### **4. INTELLECTUAL PROPERTY**

- 4.1 All rights of intellectual property, including copyright in the Expression of Interest Documents, drawings, data and technical and other pictorial and written information supplied to the Supplier by the Company or any person or body for or on behalf of the Company, shall be and at all times remain the property of the Company.
- 4.2 The Company may, in its sole discretion and at any stage before or after completion of the Expression of Interest process, require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Supplier including all copies of such information) be:
  - (a) returned to the Company, in which case the Supplier must promptly return all such information to the address identified by the Company; or
  - (b) destroyed by the Supplier, in which case the Supplier must promptly destroy all such information.
- 4.3 Without affecting any intellectual property rights which may exist in an Expression of Interest, all Expressions of Interest submitted in relation to the Invitation shall be the property of the Company.

#### **5. PRIVACY**

- 5.1 The Supplier agrees to be bound by applicable privacy and data protection laws with respect to any act done or practice engaged in by the Supplier for the purposes of this Expression of Interest in the same way and to the same extent as the Company would have been bound in respect of that act or practice had it been directly done or engaged in by the Company.

#### **6. ANTI-COMPETITIVE BEHAVIOUR**

- 6.1 In consideration of the Company accepting the submission of the Expression of Interest, the Supplier represents and warrants to the Company that:
- (a) it has no knowledge of the Expression of Interest submissions of any other Supplier;
  - (b) except where it has notified the Company in writing prior to the submission of its Expression of Interest, the Supplier has not entered into any contract, arrangement or understanding with any other Supplier:
    - (i) as to who should be the successful Supplier; or
    - (ii) relating to any pricing or terms offered in the Expressions of Interest;
  - (c) it has not participated in any meetings with any other Suppliers or been involved in an exchange of information with any other Suppliers which, in either case, related to the Expression of Interest process or the Expressions of Interest themselves; and
  - (d) it has not submitted an Expression of Interest to the Company which has deliberately inflated pricing in order not to be the successful Supplier.
- 6.2 The Supplier acknowledges and agrees that the Company is relying on the representations and warranties in clause 6.1 when considering the Expressions of Interest. If the Supplier breached any of the representations and warranties in clause 6.1 then:
- (a) the Company may refuse to consider the Supplier's Expression of Interest; and
  - (b) the Company may take any other action that it is entitled to take at law; and
  - (c) in the event that the Company becomes aware of the breach of warranty after any contract is entered into with the Company, withhold from any payments due under the contract an amount equal to the Company's estimation of the losses suffered by it from the breach of clause 6.1.

## **7. CONFLICT OF INTEREST**

- 7.1 The Supplier must disclose to the Company any circumstances, arrangements or relationships which constitute, or might reasonably be considered to constitute, an actual or potential conflict of interest with the Supplier's obligations under the Expression of Interest Documents. The Supplier shall make this disclosure to the Company as soon as becoming aware of it and, in any event, prior to submitting any Expression of Interest.

## **8. SUPPLIER TO INFORM ITSELF FULLY**

- 8.1 The Supplier must acquaint itself fully with the Company requirements of the Expression of Interest and all conditions, contingencies and risks contained in the Expression of Interest Documents that might affect its Expression of Interest.
- 8.2 By submitting its Expression of Interest, the Supplier represents and warrants to the Company that it has:

- (a) prepared the Expression of Interest based on its own investigations, interpretations, deductions, information and determinations and has not relied and will not rely upon, any Company-Supplied Information for any purpose (including, but without limitation, determining whether or not to lodge a Expression of Interest or preparing its Expression of Interest);
- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Expression of Interest and which is obtainable by the making of reasonable enquiries including (without limitation), the material contained in the Expression of Interest Documents, any relevant technical advice made available by the Company and any applicable statutory requirements; and
- (c) not relied on information provided, or represented to be provided, by or on behalf of the Company (other than information contained in the Expression of Interest Documents) without independently verifying that information and independently satisfying itself of the adequacy, accuracy and correctness of the information.

8.3 The Supplier acknowledges and agrees that it has been provided with information (including information contained in the Expression of Interest Documents) by the Company only for the Supplier's convenience and accordingly:

- (a) the Company does not assume any responsibility or duty of care in respect of, give any warranty or make any representations in respect of any such information (including as to its accuracy or adequacy); and
- (b) the Supplier agrees that it shall have no claim against the Company or any employee, agent or contractor of the Company (whether in contract, tort (including negligence), equity, under statute or otherwise) in connection with any such information.

8.4 The Supplier must not communicate with any employee, agent, consultant or contractor of the Company in relation to the Expression of Interest without the prior written approval of the Company Representative. If such approval is given by the Company Representative then:

- (a) the Supplier may only engage in any oral discussions with the relevant employee, agent, consultant or contractor in the presence of the Company Representative; and
- (b) any written communication (whether by letter, email or otherwise) from the Supplier must first be sent to the Company Representative before being sent to the relevant employee, agent, consultant or contractor.

## **9. AMENDMENT OF EXPRESSION OF INTEREST DOCUMENTS**

9.1 The Company may, at any time or times prior to the Expression of Interest Submission Date, issue to the Supplier any amendment, annexure or addendum to the Expression of Interest Documents. No amendment, annexure or addendum will form part of the Expression of Interest Documents unless it is in writing and expressly states that it shall form part of the Expression of Interest Documents.

## **10. REQUEST FOR FURTHER INFORMATION**

10.1 The Supplier may request further information from the Company in relation to the Expression of Interest process. Any such request shall be addressed to the Company Representative listed in the Invitation and must be received by the Company at least seven days before the Expression of Interest Submission Date.

- 10.2 At any time after the submission of Expressions of Interest, the Company or the Company Representative shall be entitled to request such further information as the Company or the Company's Representative may require from the Supplier or to obtain clarification of any details included in an Expression of Interest. The Supplier shall promptly comply with such requests.

## **11. SUBMISSION OF EXPRESSIONS OF INTEREST**

- 11.1 The Supplier may seek an extension of the Expression of Interest Submission Date only by submitting a written request for extension to the Company Representative. Any such request should set out the reasons for the extension and must be received by the Company Representative at least two business days before the Expression of Interest Submission Date. The Company may, in its absolute discretion, grant or refuse any request for the extension of the Expression of Interest Submission Date.
- 11.2 It is the Supplier's sole responsibility to ensure that the Company receives the Expression of Interest on or before the Expression of Interest Submission Date. The Company may, in its absolute discretion, consider or refuse to consider any late Expression of Interest response.
- 11.3 Should the Supplier discover any discrepancy, error or omission in its Expression of Interest response, the Supplier shall immediately notify the Company Representative in writing of the nature of the discrepancy, error or omission.

## **12. EXPRESSIONS OF INTEREST SUBMITTED BY JOINT VENTURES OR CONSORTIA**

- 12.1 Where the Supplier is comprised of more than one entity:
- (a) any Expression of Interest submitted must include all details relevant to each entity and the structure of the joint venture or consortium submitting the Expression of Interest, and the Expression of Interest must be executed by each such entity;
  - (b) the liability of all such entities shall be joint and several;
  - (c) the Company may require a copy of any joint venture agreement or other contractual arrangement relating to the Supplier's composition to be provided to the Company before considering any such Expression of Interest.

## **13. WITHDRAWAL OF EXPRESSION OF INTEREST RESPONSES**

- 13.1 The Supplier may, without prejudice, withdraw its Expression of Interest at any time before the Expression of Interest Submission Date.

13.2

## **14. EXPRESSION OF INTEREST VALIDITY**

- 14.1 Expressions of Interest shall remain valid for acceptance by the Company for the period specified in the Invitation. In the event that the Invitation does not specify a period then the Expressions of Interest shall remain valid for acceptance by the Company for a period of one hundred and twenty (120) days commencing on the Expression of Interest Submission Date.
- 14.2 By submitting its Expression of Interest and in consideration of the Company agreeing to evaluate that Expression of Interest, the Supplier agrees



not to amend or withdraw its Expression of Interest before the expiry of the period contemplated by clause 14.1 except in accordance with clause 13.1, or with the prior written consent of the Company.

## **15. NO LEGALLY BINDING CONTRACT**

- 15.1 An Expression of Interest will not be deemed to have been accepted and no contract will arise between the Company and the Supplier in respect of the supply of goods and/or services the subject matter of the Invitation unless the Supplier is selected as the preferred Supplier and at the conclusion of the procurement process that follows (if any) a formal written Contract is executed by the Supplier and the Company.
- 15.2 The Company may use its absolute discretion in prioritising the Invitation responses and in selecting any successful Supplier.

## **16. ALTERNATE GOODS OR SERVICES OFFERED BY SUPPLIER**

- 16.1 If the Supplier submits an Expression of Interest that complies with all the requirements of the Expression of Interest Documents then it may also submit a second Expression of Interest which:
- (a) does not comply with the requirements of the Expression of Interest Documents;
  - (b) clearly identifies the items in the Expression of Interest that depart from the requirements of the Expression of Interest Documents; and
  - (c) is clearly marked “NON-CONFORMING EXPRESSION OF INTEREST” on each page.
- 16.2 Where the Supplier has satisfied the requirements of clause 16.1 then the Company may elect to consider a non-conforming Expression of Interest that has been submitted under that clause. However the Company may in its absolute discretion elect not to consider or not to accept any non-conforming Expression of Interest.

## **17. UNSUCCESSFUL EXPRESSION OF INTEREST**

- 17.1 At the completion of the Expression of Interest process, the unsuccessful Suppliers will be advised in writing that their Expression of Interest has been unsuccessful. The Company is not obliged to disclose reasons for the acceptance or non-acceptance of any Expression of Interest and no further correspondence in connection with the Expression of Interest Documents or the Expressions of Interest will be entered into.

## **18. LIMITATION OF LIABILITY**

- 18.1 The Company makes no representation or warranty whatsoever (whether express or implied, written or oral) to the Supplier and makes no undertakings to the Supplier, other than to invite the Supplier to submit an Expression of Interest in the manner contemplated by the Invitation.
- 18.2 The Expression of Interest Documents constitute an invitation to potential Suppliers to make an offer to the Company for the provision of goods and/or services to the Company. The Expression of Interest Documents should not be construed or relied upon as an offer capable of acceptance.
- 18.3 The Supplier participates in the Expression of Interest process contemplated by the Expression of Interest Documents at its own risk and expense. The Supplier is not entitled to be reimbursed or compensated for any expense or loss incurred in connection with preparing or submitting the

Expression of Interest or otherwise in connection with the Expression of Interest Documents.

- 18.4 To the maximum extent permitted by law, the Company, its affiliates, directors, employees, officers and agents shall have no liability or responsibility whatsoever to the Supplier (whether based in contract, promissory estoppel, restitution, quantum meruit, quasi-contract, tort, statute or otherwise) in connection with or in relation to the Expression of Interest Documents, or the Supplier's participation in the Expression of Interest process. Without limiting the foregoing, the Company will not be liable or responsible to the Supplier in circumstances where:
- (a) the Company elects not to acquire (in whole or in part) the goods and/or services that are the subject of the Expression of Interest Documents;
  - (b) the Company conducts negotiations with any third party in parallel with any negotiations that it conducts with the Supplier;
  - (c) the Company terminates the Expression of Interest process or any negotiations with the Supplier;
  - (d) the Supplier is not selected to supply the goods and/or services that are the subject of the Expression of Interest Documents;
  - (e) the Company selects a non-conforming Expression of Interest as the successful Expression of Interest;
  - (f) the Company waives any non-compliance with the Expression of Interest Documents in respect of any Expression of Interest submitted as part of the Expression of Interest process;
  - (g) any information or data forming part of the Expression of Interest is lost, corrupted or not received; or
  - (h) the Company exercises any of its rights or discretions under or in connection with the Expression of Interest Documents.

## **19. COMPANY'S DISCRETION**

- 19.1 The Company may in its absolute discretion (but shall be under no obligation to) at any time:
- (a) cancel or make changes to the Expression of Interest process or any Tender Process (either in whole or in part) or terminate the participation of any Supplier in the same, whether before or after the Expression of Interest Submission Date);
  - (b) provide to all Suppliers any further information or addenda that has been provided to a particular Supplier;
  - (c) change the Expression of Interest Submission Date or the submission date under any Tender Process;
  - (d) refuse to consider any Expression of Interest which:
    - (i) is lodged by any means other than in accordance with the Expression of Interest Documents;
    - (ii) is lodged after the Expression of Interest Submission Date; or
    - (iii) has been lodged by a Supplier who has not complied with the requirements of the Expression of Interest Documents;
  - (e) in its evaluation and assessment of Expressions of Interest or any subsequent Tender:

- (i) apply such criteria as the Company sees fit and give such weighting to that selection criteria as may be determined by the Company (in its absolute discretion);
- (ii) if the Company considers any Expression of Interest or Tender to be ambiguous, erroneous or incomplete, then to:
  - a) refuse to consider the relevant Expression of Interest or Tender;
  - b) request further information or clarification from the relevant Supplier or tenderer; or
  - c) request the relevant Supplier to amend its Expression of Interest or Tender, as the Company sees fit;
- (f) decide to:
  - (i) prepare a shortlist of Suppliers and invite further submissions and/or Tenders from those Suppliers for;
  - (ii) not proceed with;
  - (iii) carry out itself; or
  - (iv) have any other person or persons (whether or not a Supplier who has submitted an Expression of Interest) carry out, all or any part of the Invitation for Expression of Interest, or any Tender Process;
- (g) decide to:
  - (i) not proceed with;
  - (ii) carry out itself (or through other persons, whether or not a Supplier who has submitted an Expression of Interest);
  - (iii) vary the scope, terms and/or performance requirements for; or
  - (iv) vary the proposed contracting arrangements for, all or any part of the Project and/or the proposed Contract.
- (h) negotiate with one or more Suppliers or tenderers in relation to the terms of their Expression of Interest or Tender, without providing notice to other Suppliers;
- (i) re-approach the market or invite further or other persons to submit an Expression of Interest or Tender;
- (j) negotiate and enter into a Contract with any person (including any person who has not submitted an Expression of Interest or Tender) in relation to the Project;
- (k) appoint a preferred Supplier but continue discussions with other Suppliers, elect not to select any Supplier as a preferred Supplier or having selected a Supplier as a preferred Supplier, terminate that selection and select one or more other Suppliers as a preferred Supplier;
- (l) adopt different approaches with different Suppliers;

- (m) select a non-conforming Expression of Interest as the successful Expression of Interest;
- (n) select a non-conforming tender or a tender from a person who has not submitted an Expression of Interest, as the successful tender;
- (o) decide to:
  - (i) commence a new process calling for Expressions of Interest or Tenders after the Expression of Interest Submission Date with all or any of the Suppliers who have submitted an Expression of Interest, or any other person (whether or not they initially submitted Expressions of Interest);
  - (ii) issue additional information, clarify, add to, modify, vary, supplement, or otherwise make amendments to the Expression of Interest process or any subsequent Tender Process, including the process for the consideration or evaluation of any Expression of Interest or Tender; or
  - (iii) invite any other person to participate as a Supplier in the Expression of Interest process or any subsequent Tender Process; and
  - (iv) pre-qualify, shortlist or enter into direct negotiations with any one or more persons (whether or not any such person submitted an Expression of Interest or Tender);
- (p) require best and final offers from any one or more Supplier;
- (q) accept or reject any Expression of Interest or Tender, without providing reasons; and
- (r) take any other action as it considers, in its absolute discretion, appropriate in relation to the Expression of Interest process or any subsequent Tender Process.