Volume 4 – Commercial Response Schedules

Request for Tender

Tender Title Nyngan Seniors Living Development 101 Cobar Street

TenderLink AU-865257

Issue Date 07/06/2019

This Volume contains the Commercial Response Schedules to be completed and returned to Council as part of the Tenderers submission.

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Tenderers to Note

Format of Tender Response

The Tenderer is to complete the response schedules as indicated and shall retain the same format as provided by the Council.

Tenderers are to input information in response to questions in the areas identified.

Council reserves the right to deem responses non-compliant, pass them over and exclude from further evaluation any responses that deviate from the format and contents requirements of the Response Schedules contained in this Volume.

Any attachments that are requested or are required to complete a response to any of the criterion contained within the following Schedules must be clearly identified on top of the attachment with the Tender number, the Tenderer’s name and the Schedule and criterion number to which it relates.

Attachments requested as part of this Response Schedule are to be labelled as per the directions above and are to be part of the relevant file (either Commercial or Technical file).

Notes Regarding Responding to this Tender

Before responding to the following compliance criteria, Respondents must note the following:

* All information relevant to your answers to each criterion are to be contained within your Tender;
* Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience, only information supplied will be assessed;
* Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
* Respondents are to address each issue outlined within a qualitative criterion.

Submissions that do not satisfy criterion identified as Mandatory Compliance Criteria may be deemed non-compliant and excluded from further participation in the evaluation process.

Please also note, no advertising, product or company information or marketing brochures or presentations other than those expressly requested, are to be sent with the Tender submission. If required the Tender Evaluation Committee will request these materials separately.

For Tenderers - Guidance Notes have been provided in this document where appropriate to assist Tenderers to complete the Schedules. Guidance Notes can be identified by their Red font. Ensure all Guidance Notes, including this one, are deleted prior to submitting you response.

1. Schedule C1 – Tender Form
   1. Tenderers Details

|  |  |  |  |
| --- | --- | --- | --- |
| Tenderers Details | | | |
| **Business Name** | <Enter Text> | | |
| **Trading As** | <Enter Text> | | |
| **Date Established** | <Enter Text> | | |
| **Business Type** | <Enter Text> Note – if trading as a trust, a copy of the Trust Deed must be attached and provided in the response (please delete this note prior to submission) | | |
| **ABN** | <Enter Text> | **ACN** | <Enter Text> |
| **Registered Address** | <Enter Text> | | |
| **Postal Address** | <Enter Text> | | |
| **Telephone Number** | <Enter Text> | **Facsimile Number** | <Enter Text> |
| **General Email Address** | <Enter Text> | **Website Address** | <Enter Text> |
| **Address of Office Responding** | <Enter Text> | | |
| **Postal Address** | <Enter Text> | | |
| **Telephone Number** | <Enter Text> | **Facsimile Number** | <Enter Text> |
| **Contact Person Name** | <Enter Text> | | |
| **Position in Company** | <Enter Text> | | |
| **Telephone Number** | <Enter Text> | **Mobile Phone Number** | <Enter Text> |
| **Email Address** | <Enter Text> | | |

Hereby Tenders to perform the work for:

* 1. Tender Details

|  |  |  |  |
| --- | --- | --- | --- |
| Tender Details | | | |
| **Contract Title** | | <Enter Text> | |
| **Contract Number** | | <Enter Text> | |
| In accordance with the following documents: | | | |
|  | Volume 1 – Conditions of Tendering | | |
|  | Volume 2 – General Conditions of Contract/Special Conditions of Contract | | |
|  | Volume 3 – Specification | | |
|  | Volume 4 – Commercial Response Schedules | | |
|  | Volume 5 – Technical Response Schedules | | |
|  | and Addenda Numbers | | <Enter Text> Please list addenda numbers or ‘N/A’ (please delete this note prior to submission |

* 1. Contract Manager

Please provide the details of the proposed Contract Manager to be responsible for managing the agreement.

|  |  |
| --- | --- |
| Response – Contract Manager Details | |
| **Name** | <Enter Text> |
| **Position** | <Enter Text> |
| **Phone Number** | <Enter Text> |
| **Mobile Phone Number** | <Enter Text> |
| **Email Address** | <Enter Text> |
| **Comments** | <Enter Text> Note – any comments input here will not form part of any assessment of the Tender (please delete this note prior to submission) |

* 1. Ownership

If your organisation is a company, provide details on your ownership, including the ownership of parent/holding companies and subsidiaries. State whether these companies are Australian based. Name each shareholder holding 20% or more of your issued share capital, paid-up capital and other relevant details. Alternatively, if your organisation is a partnership, provide a list of partners and details of the partnership financial arrangements. Each party to the consortium is to respond to this question.

|  |
| --- |
| Response – Ownership Details |
| Insert response here (please delete this note prior to submission)  <Enter Text> |

* 1. Overview and History

Provide a brief overview and history of your company (2-3 paragraphs). Include the number of years you have been in business in the form in which you are presently constituted.

|  |
| --- |
| Response – Overview and History |
| Insert response here (please delete this note prior to submission)  <Enter Text> |

* 1. Compliance with Acts and Regulations

The Tenderer warrants that it has NOT, within 5 (five) years prior to submitting the Tender, been found to have breached any Act or Regulation which breach might be considered contrary to the values set out in the RFT document or the Council. If you have NOT breached the act, answer “No”.

The list below includes without limitation the following Acts. Has the Tenderer breached the:

|  |  |  |
| --- | --- | --- |
| Regulation or Act | Breached – Yes/No | Details |
| **Fair Work Act 2009 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Industrial Relations Act 1996 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Work Health & Safety Act 2011 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Workplace Injury Management & Workers Compensation Act 1998 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Privacy Act 1988 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Disability Discrimination Act 1992 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Fair Trading Act 1987 (NSW)** |  | <Enter Text Here or ‘N/A’> |
| **Racial Discrimination Act 1975 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Sex Discrimination Act 1984 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Age Discrimination Act 2004 (Cth)** |  | <Enter Text Here or ‘N/A’> |
| **Anti-Discrimination Act 1977 (NSW)** |  | <Enter Text Here or ‘N/A’> |

If you answered Yes to any of the above, please provide details.

1. Schedule C2 – Schedule of Prices

## Schedule of Prices - Lump Sum

include this schedule where:

* the tender is for a lump sum and a break up of the lump sum is required to compare the tender prices with the pre-tender estimate and to value completed work;
* a minimal number of incidental tendered rates is required that can be dealt with as provisional allowances. Refer to the Guide note in the schedule of Provisional Allowances.

Note: Do not use this schedule in a schedule of rates contract.

If a two-envelope system is being used for the tendering process, add ‘- in envelope 2’ to the note below.

(SUBMIT WITH TENDER FORM)

Insert the amount allowed for each of the following items as a break up of the lump sum tendered.

This Schedule is for information only and does not form part of the Contract. Its purpose is to assist in the evaluation of tenders and the valuation of completed work, but the Principal is not bound to use it.

All amounts must include GST.

Refer to relevant preliminaries clauses. cover all the work required under the Contract, eg:

* provision of management plans and associated documents;
* Completion of the design of the works, including documentation for Architectural, electrical engineering, mechanical engineering, hydraulic engineering, landscaping, building regulations consultant services, acoustic consultant services, as applicable;
* Construction of the works, including Preliminaries, demolition, ground works, piling, concrete, brickwork, structural steel, roofing, cladding, doors, windows & glazing, hardware, ceilings, plastering & linings, tiling, resilient finishes, carpet, painting, fixtures & furniture, signage, Hydraulic services, electrical services, communication systems, electronic security, mechanical services, landscaping;
* field data capture, testing & commissioning, work as executed drawings, operation & maintenance manuals.

Amend list if necessary. check to ensure items not required are deleted. Expand the table by inserting rows, as required.

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description** | **Amount (incl GST)** |
| 1 | Preparations: |  |
| 1.1 | Provision of Management Plans | $ ………….…. |
| 1.2 | » | $ ………….…. |
| 2 | Completion of the design of the Works including documentation: |  |
| 2.1 | » | $ ………….…. |
| 2.2 | » | $ ………….…. |
| 2.3 | » | $ ………….…. |
| 3 | Construction of the Works: |  |
| 3.1 | Preliminaries | $ ………….…. |
| 3.2 | Demolition | $ ………….…. |
| 3.3 | Earthworks | $ ………….…. |
| **Item No.** | **Description** | **Amount (incl GST)** |
| 3.4 | Concrete | $ ………….…. |
| 3.5 | Structural Steel | $ ………….…. |
| 3.6 | Light Steel Framing | $ ………….…. |
| 3.7 | Brick and Block Construction | $ ………….…. |
| 3.8 | Roofing | $ ………….…. |
| 3.9 | Cladding | $ ………….…. |
| 3.10 | Doors | $ ………….…. |
| 3.11 | Windows and Glazing | $ ………….…. |
| 3.12 | Hardware | $ ………….…. |
| 3.13 | Plastering and Linings | $ ………….…. |
| 3.14 | Ceilings | $ ………….…. |
| 3.15 | Tiling | $ ………….…. |
| 3.16 | Resilient Finishes | $ ………….…. |
| 3.17 | Carpets | $ ………….…. |
| 3.18 | Painting | $ ………….…. |
| 3.19 | Metal Fixtures | $ ………….…. |
| 3.20 | Timber Fixtures | $ ………….…. |
| 3.22 | Miscellaneous Fixtures & Furniture | $ ………….…. |
| 3.23 | Signs and Display | $ ………….…. |
| 3.24 | Extinguishers and Blankets | $ ………….…. |
| 3.25 | Hydraulic Services | $ ………….…. |
| 3.26 | Electrical Services | $ ………….…. |
| 3.27 | Communication Systems | $ ………….…. |
| 3.28 | Electronic Security | $ ………….…. |
| 3.29 | Mechanical Services | $ ………….…. |
| 3.30 | Landscape | $ ………….…. |
| 3.31 | Field Data Capture | $ ………….…. |
| 3.32 | Testing and commissioning | $ ………….…. |
| 3.33 | Work as executed drawings, and operation and maintenance manuals | $ ………….…. |
| 3.34 | Other (describe) | $ ………….…. |

Delete both table 1 and table 2 unless provisional allowances are included in the contract. Provisional allowances may be provisional sums and/or Provisional rate amounts.

if both table 1 and table 2 are deleted also delete:

* conditions of tendering Clause – provisional Allowances; and
* schedule of provisional Allowances.

Delete table 1 unless Provisional Sums are included in the contract. If table 1 is deleted also delete:

* Subclause – provisional Sums in Conditions of Tendering Clause - provisional Allowances; and
* Subclause – provisional sums in schedule of provisional allowances.

Delete table 2 unless a minimal number of incidental work items are included in the contract.

* If table 2 is deleted also delete Subclause – Provisional Rate amounts in conditions of tendering Clause – provisional allowances; and
* Subclause – Provisional rate amounts in schedule of provisional allowances.

table 1

Insert the Total of Provisional Sums (brought forward from the Schedule of provisional allowances).

|  |  |  |
| --- | --- | --- |
|  | Total of Provisional Sums (brought forward from Tender Schedules – **Schedule of Provisional Allowances**) | **$** » |

End of table 1

table 2

|  |  |  |
| --- | --- | --- |
|  | Total of Provisional Rate Amounts (brought forward from Tender Schedules – **Schedule of Provisional Allowances**) | **$ ……………..** |

End of table 2

|  |  |  |
| --- | --- | --- |
|  | **Total (Lump Sum tendered including GST)**  The **Total (Lump Sum tendered including GST)** is to equal the Contract Price shown on the Tender Form. If there is any uncertainty in the tendered price due to a discrepancy, the Contract Price shown on the Tender Form will take precedence. | **$ ………….….** |

## Schedule of Rates

include this schedule where valuations of the work will be based primarily on tendered rates.

do not use this schedule where a minimal number of incidental tendered rates are required. Refer to the Guide notes in the Schedule of Provisional Allowances.

detail the scope of each item and the method of measurement in preliminaries Clause – application of schedule of rates.

If this schedule is included, delete Schedule of prices – Lump Sum.

if this schedule is deleted, delete:

* preliminaries Clause – application of schedule of rates.

If a two-envelope system is being used for the tendering process, add ‘- in envelope 2’ to the note below.

(SUBMIT WITH TENDER FORM)

Refer to Preliminaries Clause - **Application of Schedule of Rates**.

Complete this Schedule by inserting rates and amounts, where appropriate. Where a rate is tendered, insert under **Amount** the amount arrived at by multiplying the tendered rate by the quantity.

The rates and lump sum amounts tendered will form part of the Contract. The actual quantities of work completed in accordance with the Contract will be used for payment. The quantities shown are for tender evaluation only. The correct extended amounts and total will be used to evaluate tenders.

All rates and lump sums must include GST.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Quantity** | **Unit** | **Rate** | **Amount** |

Item 1 is Mandatory.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1 | All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule. | 1 | Item | Lump Sum | $ ………... |

Insert all Rate and Lump Sum Items in the table below. Duplicate table headings on each page.

insert a description of the work, the estimated quantity and the applicable unit of measurement for each item. refer to relevant technical Specification, if necessary.

Do not insert ‘Rate Only’ in the Quantity Column. insert estimated quantities. as the contract has no limits of accuracy, include in the description a range of quantities with upper and lower limits to allow for uncertainty.

For example:

If the quantity is expected to be 20 m3 and not to exceed 50 m3

**“X2.1 Excavation in rock for quantities 20 m3 $........... $...............  
from 0 up to 50 m3**

if the quantity may be above 50 m3 and a lower rate can be expected for greater quantities

**Y2.1 Excavation in rock for quantities 50m3 $............ $.............. from 0 up to 50 m3**

**Y2.2 Excavation in rock for quantities 20m3 $............ $...............  
greater than 503 m up to 100m3”**

**(Rate applies only to the quantity**

**above 50m3)**

EXPAND the table by inserting rows, as required.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2 | **Rate Items:** |  |  |  |  |
| 2.1 | » | » | » | $ ……..…. | $ ………... |
| 2.2 | » | » | m³ | $ ……..…. | $ ………... |
| 2.3 | » | » | each | $ ………... | $ ………... |
| 2.4 | » | » | m² | $ ……..…. | $ ………... |
| 2.5 | » | » | metre | $ ………. | $ ………... |

Delete table 1 unless a lump sum price is required for any item of work.

Table 1

List all lump sum items.

EXPAND table by inserting rows, as required.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 3 | **Lump Sum Items:** |  |  |  |  |
| 3.1 | » | 1 | Item | Lump Sum | $ ……..…. |

end of table 1

Delete table 2 if there are no provisional sums.

If table 2 is deleted also delete:

* Subclause – provisional Sums in Conditions of Tendering Clause - provisional Allowances; and
* Subclause – provisional sums in schedule of provisional allowances.

table 2

Insert the Total of Provisional Sums (brought forward from Schedule of provisional allowances).

|  |  |  |
| --- | --- | --- |
|  | Total of Provisional Sums (brought forward from Tender Schedules – **Schedule of Provisional Allowances**) | **$»** |

End of table 2

|  |  |  |
| --- | --- | --- |
|  | **Total of Schedule of Rates (including GST)** | **$ …….…..** |

## Schedule of Provisional Allowances

Delete this Schedule if the Contract does not include Provisional Sums or Provisional Rate Amounts.

if this schedule is deleted, also delete conditions of Tendering Clause – provisional Allowances.

If a two-envelope system is being used for the tendering process, add ‘- in envelope 2’ to the note below.

(SUBMIT WITH TENDER FORM)

Delete option 1 unless provisional sums are used. use provisional sums only in exceptional circumstances, where the work cannot reasonably be priced at close of tenders, eg for workshop machinery for schools at government contract rates.

Delete OPTION 2 unless provisional rate amounts are required in a lump sum contract. Obtain senior manager approval to include Provisional rate amounts.

#### Provisional Sums

OPTION 1

complete the description and insert the amount of each provisional sum. add all Provisional sums and insert the total amount.

EXPAND the table by inserting rows, as required.

Refer to General Conditions of Contract Clause– **Payment and Retention** and Subclause – **Provisional Sums** inConditions of Tendering Clause **– Provisional Allowances.**

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description** | **Provisional Sum** |
| A. | » | $ » |
| B. | » | $ » |
|  | **Total of Provisional Sums** | **$ »** |

#### Provisional Rate Amounts

OPTION 2

For each provisional rate amount, Insert a description of the work, a specification reference, a reasonable, assumed quantity and the applicable unit of measurement. adjust the % to suit the range of quantities expected for each item. where one of the rates is a deduction, ensure that it is clear how the total should be calculated.

Do not insert ‘Rate Only’ in the Quantity Column.

For example:

If the quantity is expected to be 25 m3 and up to 50 m3

**“X2.1 Excavation in rock. Refer 25 m3 $........ $...............”  
Technical Specification Clause XX.**

EXPAND the table by inserting rows, as required.

For each item listed below, insert the tendered rate under **Rate** and insert under **Amount**, the amount arrived at by multiplying the tendered rate by the quantity.

The quantities shown are for tender evaluation only. The rates tendered will form part of the Contract and will apply from 0% to 200% of the quantities shown. The actual quantities of work completed in accordance with the Contract will be used for payment. The Contractor is not entitled to payment for Provisional Rate Items unless the Contractor has given notice to the Principal before commencing the relevant work and been directed to proceed.

The correct extended amounts and total will be used to evaluate tenders.

All rates and amounts must include GST.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Quantity** | **Unit** | **Rate** | **Amount** |
|  |  |  |  |  |  |
| 1**.** | » | » | » | $ ……... | $ .................. |
| 2 | » | » | » | $ ……... | $ .................. |
|  | **Total of Provisional Rate Items** | | | | **$** .................. | |

## Schedule of Nominated Alternative Tenders

Delete this schedule unless Subclause – Nominated alternative tenders is included in conditions of tendering Clause - alternative tenders.

if this schedule is deleted, also delete Subclause – Nominated alternative tenders in conditions of Tendering Clause – alternative tenders.

If a two-envelope system is being used for the tendering process, add ‘- in envelope 2’ to the note below.

(SUBMIT WITH TENDER FORM)

Insert the amount tendered for each item of work listed below. Refer to Conditions of Tendering Clause - **Alternative Tenders**, Subclause – **Nominated Alternative Tenders** and the referenced Technical Specification clauses.

All amounts must include GST.

In Table 1 list the Primary specified work for which the principal is seeking alternatives. insert the applicable technical specification reference.

in table 2 list the alternative(s) nominated by the principal for the primary specified work in table 1. insert the applicable technical specification reference.

Ensure it is clear which alternative(s) apply to each primary specified item of work.

table 1

|  |  |  |
| --- | --- | --- |
| **Primary Specified Work**  **(included in the Contract Price stated on the Tender Form)** | **Spec. Ref.** | **Amount** |
|  |  |  |
| » | » | $ ..……………. |

end of table 1

table 2

|  |  |  |
| --- | --- | --- |
| **Nominated Alternative(s) to above Primary Specified Work**  **(NOT INCLUDED in the Contract Price stated on the Tender Form)** | **Spec.**  **Ref.** | **Amount** |
|  |  |  |
| » | » | $ ..……………. |

## Schedule of Optional Additional Work

delete this schedule unless conditions of tendering Clause – optional additional work is included.

If a two-envelope system is being used for the tendering process, add ‘- in envelope 2’ to the note below.

(SUBMIT WITH TENDER FORM)

For each Optional Additional Work Item listed below, insert the amount to be added to the Contract Price if the Principal elects to proceed with that item of work. Refer to Conditions of Tendering Clause – **Optional Additional Work** and the referenced Technical Specification clauses.

All amounts must include GST.

list all optional additional items of work. insert the applicable technical specification references. limit the value of optional additional work to 10% of the estimate. detail in the tender evaluation plan when optional additional work will be considered and, if there are a number of items, the priority order for selecting the items if funds are insufficient for all or if items are mutually exclusive.

Expand the table by inserting rows, as required.

|  |  |  |
| --- | --- | --- |
| **Optional Additional Work Item**  **(NOT INCLUDED in the Contract Price stated on the Tender Form)** | **Spec.**  **Ref.** | **Amount** |
|  |  |  |
| » | » | $ ………….…. |

## Schedule of Design and Documentation Resources

include this schedule when conditions of tendering Clause – Design and Documentation resources is included.

If the information in this schedule is required for the comparison of tenders, amend the note below to ‘(Submit with Tender Form)’ and If a two-envelope system is being used for the tendering process, add the words ‘- in envelope 1’.

(SUBMIT WITH TENDER FORM)

#### Consultant Details

If the tenderer proposes to use consultants for its design development and documentation, insert the details listed below, to demonstrate that each consultant has the qualifications, competence and experience required to satisfactorily carry out the design required under the Contract. Refer to Contract Information - **Item 7**. Include a separate Schedule of Design and Documentation Resources for each consultant.

|  |  |
| --- | --- |
| Name of consultant: | ………….……………….………………………… |
|  |  |
| Telephone number: | ………….……………….………………………… |
| Facsimile number: | ………….…………………………….…………… |
| email address: | ………….…………………………….…………… |
|  |  |
| Discipline(s): | ………….……………………………….………… ………….………………………………….……… ………….………………………………….……… |

#### Consultant’s Key Personnel

|  |  |  |
| --- | --- | --- |
| **Name** | **Discipline** | **Qualifications, Competence, Experience** |
|  |  |  |
| ……………………………… | ………………………….. | ………………………….. |
| …………………………….... | ………………………….. | ………………………….. |
| …………………….…….….. | ………………………….. | ………………………….. |
| …………………….…….….. | ………………………….. | ………………………….. |

#### Consultant’s Relevant Current or Recently Completed Commissions

List the following details for each current or recently completed commission for similar work:

|  |  |
| --- | --- |
| **Commission Details** |  |
|  |  |
| Project name: | ………………………………………… |
| Project value: | $ ……………………………………… |
| Client: | ………………………………………… |
| Client’s contact person’s name: | ………………………………………… |
| Telephone number: | ………………………………………… |
| Actual or anticipated completion date: | ………………………………………… |
| Value of work constructed as a result of the commission: | $ ……………………………………… |

#### Internal Resources

If the tenderer proposes to use internal personnel for design development and documentation, insert the details listed below, for each of the the key personnel, to demonstrate that they have the qualifications, competence and experience required to satisfactorily carry out the required design. Include a separate Schedule of Design and Documentation Resources for each of the personnel.

#### Key Internal Personnel

List the following details for key personnel:

|  |  |
| --- | --- |
| Name: | ………………………………………………………… |
| Position: | ………………………………………………………… |
| Discipline: | ………………………………………………………… |
| Qualifications: | ………………………………………………………… |
| Competence: | ………………………………………………………… |
| Experience: | ………………………………………………………… |
| Proposed function/ work: | ………………………………………………………… |

#### Relevant Current/Recently Completed Commissions

Include the following details for each current or recently completed commission of similar nature and value:

|  |  |
| --- | --- |
| Project name: | ………………………………………………………… |
| Project value: | ………………………………………………………… |
| Client: | ………………………………………………………… |
| Actual or Anticipated Completion date: | ………………………………………………………… |
| Functions: | ………………………………………………………… |

1. Schedule C3 – Schedule of Financial Assessment Information

Provide documents and information listed below -

1. Financial Statements for last 3 (three) years for the entity under consideration, including:
   1. Statement of Financial Position (Balance Sheet);
   2. Income Statement (Profit and Loss);
   3. detailed Income and Expenditure Statement (detailed Profit and Loss);
   4. Statement of Cash Flows (if forming part of the Financial Statements);
   5. notes to the Financial Statements;
   6. an independent Auditors Report, where forming part of the Financial Statements;
   7. an Accountant’s Report where vi) was not prepared.

Consolidated accounts of a parent organisation or group to which the entity belongs are not acceptable.

1. Where latest financial statement is more than 6 months old, the latest management report showing:
   1. a detailed Income and Expenditure Statement (detailed Profit and Loss);
   2. a profit and loss statement;
   3. Statement of Financial Position (Balance Sheet).
2. Names and contact numbers of:
   1. major suppliers
   2. major subcontractors.
3. Details relating to the Respondent’s history and Directors Profiles.
4. Details of any additional information that will assist in an understanding of the Financial position such as:

Explanations of significant changes to the entity.

Explanation of any significant changes that appear in the Financial information.

(SUBMIT 6 AND 7 WHEN REQUESTED)

1. A letter from the Respondent's banker providing details of overdraft and guarantee facilities including:
   1. Bank, Branch, and Account Names,
   2. type and limit of bank overdraft facility,
   3. type and limit of bank guarantee facility,
   4. current bank overdraft balance,
   5. number and amount of bank guarantees outstanding
   6. details of other bank funding facilities available to the Respondent, such as term loans, lines of credit, commercial bills and other debt instruments
2. Forecast Cash flows and detailed Income Statement for the forthcoming financial year.
3. Schedule C4 – Schedule of Insurance Certificates

The table below details the Insurance requirements as determined by the Council to be required for this contract.

The levels of cover detailed are the minimum acceptable levels of cover for this contract and will be required to be maintained for the entirety of the contract (any insurance requirements that will need to extend beyond the completion of the contract will be noted individually)

Please provide detail of insurance coverage as required in the table below against each of the insurance requirements detailed.

Additionally, the Tenderer shall submit as an attachment with its response, certificates of Currency for the Insurances detailed in the table below

| Insurance Type | Insurance Amount Required | Specific Insurance Requirements | Name of Insurer | Insured Amount | Policy Number | Policy Expiration | Copy of Certificate of Currency Attached? |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Council Requirements | | | Tenderers to Complete | | | | |
| Public/Product Liability | $20,000,000 | for any one occurrence |  |  |  |  |  |
| Professional Indemnity & Liability | Not Required |  |  |  |  |  |  |
| Workers Compensation | As legislated | Per employee |  |  |  |  |  |
| Motor Vehicle – Comprehensive | As required |  |  |  |  |  |  |
| Motor Vehicle – CTP | As required |  |  |  |  |  |  |
| Works Insurance | As per Legislation | Certificate Of Currency |  |  |  |  |  |

1. Schedule C5 – Departures, Clarifications and Assumptions

The Tenderer is required to submit a conforming offer in accordance with the Request for Tender (RFT).

The Tenderer is required to identify any departures from, clarifications, or assumptions to the Tenderer’s offer that do not fully meet all of the requirements of the Tender detailed including Volumes 1, 2, 3, 4 and 5, any addenda issued and any other documents that form part of the Tender.

All such departures, clarifications and assumptions must be fully documented in the table below.

Should the Tenderer seek to vary any term or matter set out in this RFT, and/or considers that its Proposal does not comply with any requirement specified in this RFT, that matter must be specified and addressed in the table below.

Any departures and/or clarifications and assumptions not shown on this Schedule will not be considered.

|  |  |
| --- | --- |
| **Compliance with Tender Requirements** | |
| This offer is fully Compliant with all of the requirements of the Tender and the Terms and Conditions of Contract.  (if the answer to this question is ‘No’ the Tenderer shall complete the table below) | [ ] Yes  [ ] No |
| All departures from, clarifications, and assumptions made by the Tenderer, including those related to the Terms and Conditions of Contract are listed in the table below | [ ] Yes  [ ] No |

Table of Departures, Clarifications and Assumptions

| Reference No. | Item Type | Volume | Clause | Description of Departure, Clarification, or Assumption | Reason for Departure, Clarification or Assumption | Proposed Variances (if applicable) |
| --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |

Note to Tenderers – add additional rows as required

1. Schedule C6 – Statement of Conflict of Interests and Fair Dealings

Conflicts of Interest: ICAC Guidance

A conflict of interest arises when the Tenderer, in performing the obligations under the Contract, is influenced or seen to be influenced by other interests.

There will be occasions when the performance of the obligations under the Standing Offer Deed will affect a personal or other interest that the Tenderer, or its employees or agents, may also have. Such interests may be able to be valued in money terms. Other interests which are less direct and do not involve money may also be affected.

Everyone has interests which are personal to them or someone close to them and it is not just the possession of these interests which gives rise to a problem. Similarly, from time to time individuals will deal with a matter as part of their work which affects a personal interest that they have. Again, that in itself may not cause any difficulties if the conflict is resolved in favour of the duty to perform the obligations under the Contract. It is inevitable that conflicts of interest will arise. It is important to emphasise that the mere fact that someone has a personal interest in a matter is not necessarily wrong. It is how the conflict is dealt with which can give rise to problems.

The first step is to recognise what situations could give rise to conflicts. Then the conflict must be resolved in favour of the duty to perform the obligations under the Contract.

**Pecuniary Interests**

Pecuniary or financial interests may result from owning property, holding shares or positions in companies or trusts, debts owed to other people, receiving gifts, income from working elsewhere as well as for LGP, hospitality and sponsored travel. This list is not exhaustive.

It is not necessary for individuals to hold these interests themselves. A member of their family or close associate may hold them. This is seen to be the same as being an interest of the individual employee or agent of the Tenderer because of the closeness of the relationship.

It is not necessary that the Tenderer, or its employee/s or agent/s would or will act in favour of their personal interest. If they are in a position of conflict, there is that temptation. The aim is to prevent situations arising.

**Non-pecuniary Interests**

There may also be interests which do not have a financial component (that is, non-pecuniary interests). These might include a personal interest arising out of relationships based on common interest such as sporting, social or cultural activities as well as family, sexual and other relationships.

**How Should Conflicts be Resolved?**

The aim of resolving these conflicts is to prevent personal considerations from influencing the performance of the obligations under the Contract. Once conflicts have emerged they may be capable of resolution or avoidance by removing the source of the conflict or by making the interest public and thereby limiting the risk of personal interest prevailing over the duty to perform the obligations under the Contract.

The source of the conflict could be removed by requiring the individual to dispose of the interest which has caused the conflict.

Alternatively, it could be removed by a Tenderer, or its employees or agents being precluded from performing any obligations under the Contract regarding the matter in which he or she has the interest.

Each of these two responses would have the effect of removing the source of the conflict.

Adapted from guidance material prepared by the New South Wales Independent Commission Against Corruption (ICAC).

|  |  |  |
| --- | --- | --- |
| Item | Conflicts of Interests and Fair Dealings | |
| 1 | The Tenderer has read the above guidance information from the ICAC. The Tenderer confirms that it is compliant with this section – Conflicts of Interest and Fair Dealings, and having nothing to declare.  (If the answer to this section is ‘No’, the Tenderer is to complete Item 2 below) | [ ] Yes  [ ] No |
| 2 | The Tenderer discloses any and all information with regards to any real or perceived Conflicts of Interests or barrier to Fair Dealing where these exist, below. | [ ] Yes  [ ] No |

|  |
| --- |
| Details Regarding Conflicts of Interest and Fair Dealings |
| Insert response here (please delete this note prior to submission)  <Enter Text> |

1. Schedule C7 - Statement of Threatened or Pending Litigation

|  |  |
| --- | --- |
| Threatened or Pending Litigation | |
| Does the Tenderer have Litigation claims against them any threatened or pending litigation, claims, or undischarged judgements or orders? | [ ] Yes  [ ] No |

If the answer to the above question is ‘Yes’, the Tenderer shall provide a statement, on company letterhead and duly authorised by an appropriate authority, that provides the particulars of any threatened or pending litigation, claims, or undischarged judgements or orders.

This Statement of Threatened or Pending Litigation shall be attached to the Tenderers response to this tender.

1. Schedule C8 – Statement of Compliance

Respondents are to sign and return this statement of compliance. A digitally signed document or image of the signatures will suffice.

By executing this proposal form in strict accordance with the Request for Tender (RFT) documents:

A. the Respondent submits a proposal and offers to carry out the Services named, shown and described in the RFT;

B. the Respondent has detailed any and all Departures, Clarifications and Assumption in the table provided in Schedule C5 – Schedule of Departures, Clarifications and Assumption; and

C. the Respondent further promises and agrees, in the event of the proposal being accepted, to be bound by the Request for Tender and the submitted proposal and any other terms of the Contract.

……………………………………….. ………………………………………..

(Signature of director) (Signature of director/secretary)

……………………………………….. ………………………………………..

(Print Name of the signatory above) (Print Name of the signatory above)

Date: ………………………………….. Date: …………………………………..

Note: in the case of partnerships all partners are required to sign.

In the case of a company, 2 (two) directors or a director and company secretary are required to sign.

In the case of a proprietary company that has a sole director who is also the sole company secretary, that director is required to sign.

END OF VOLUME 4