

Tender Schedules

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1 Tender Form

Tender Closing Office/ Portal

Refer to clause 7 of the Conditions of Tendering - **Submission of Tenders** for lodgement details.

Tenderer's Details

Name:
(in block letters)

ACN/ ABN

.....

Address:
.....

Telephone
number:

e-mail address:

hereby tender(s) to perform the work for:

Tender Details

Contract Name: Eugowra STP Solar Farm Construction

Contract Number: 1827678

in accordance with the following documents:

Tendering

Specification

Schedules

Appendices

Drawings

Tenderer's Offer

for the Contract Price of:

.....

.....

(\$.....) including GST.

being the sum of the following from the attached **Schedule of Prices – Lump Sum**:

1. the Total for Lump Sum items;
2. the Total of Provisional Sums (if any);
3. the Total of Provisional Rate Amounts (if any); and
4. the Extended Total for Rate Items (if any).

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

2 Schedule of Prices - Lump Sum

(SUBMIT WITH TENDER FORM)

Break-up of Lump Sum

Insert the amount allowed for each of the following items. These amounts are for information only and do not form part of the Contract. Their purpose is to assist in valuing completed work, but the Principal is not bound to use them. The total should equal the lump sum.

All amounts must include GST.

Item No.	Description	Amount (incl GST)
1	Design review:	
1.1	Design review for buildability issues	\$
1.2	Construction Environmental Management Plan (CEMP) development	\$
2	Equipment supply and logistics:	
2.1	Peg® procurement inc. cable management and delivery to site	\$
2.2	Electrical cable supply and delivery to site	\$
2.3	Module unloading	\$
3	Construction Works:	\$
3.1	Site establishment	\$
3.2	Site set-out & site preparation	\$
3.3	DC field installation	\$
3.4	DC field electrical	\$
3.5	Inverter and BESS footing construction	\$
3.6	Inverter and BESS placement inc. crane hire	\$
3.7	BESS and LV reticulation inc. Fire Alarm Control Panel (FACP) wiring.	\$
3.9	Waste management	\$
3.10	Signs and display	\$
3.11	Traffic management	\$
3.12	Testing and handover:	\$
3.13	DC field string testing	\$
3.14	As Executed documentation and maintenance manuals	\$
4	Miscellaneous	
4.1	Others (please list)	\$
		\$
		\$
		\$
		\$
Total for Lump Sum items		\$

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.

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

3 Schedule of Weighted Non-Price Criteria Information

(SUBMIT WITH TENDER FORM)

Refer to the non-price criteria identified in Subclause - **Weighted Non-Price Evaluation** in Conditions of Tendering Clause – **Evaluation of Tenders**.

Address each listed criterion and provide the requested information. Do not provide general information. Cross-reference all information against the listed items to assist in the assessment. Comply with any specified page and font limits.

Weighted Non-Price Evaluation Criteria	Information/ references required to address the Criteria
1. Recent Experience and Track Record.	Please provide relevant examples of similar projects completed in the last 3 years, including a referee.
2. Capability to Undertake the project	Please provide evidence of capability to undertake this project. Provide evidence of Constuction Envirommental Management Plan (CEMP), Quality Plan and WHS Plan.
3. Proposed Timeframe	Demonstrate that the agreed timeframes can be met. It is imperative that the construction part of the project is completed by the completion date in the contract.
4. Local Engagement	Employment & Subcontractors

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

4 Schedule of Quality Management Information

(SUBMIT WHEN REQUESTED)

Submit when requested, to demonstrate the capacity to plan and manage the quality of work, one of the following:

- evidence of current full certification of the tenderer's Quality Management System to AS/NZS ISO 9001:2016 or equivalent, by a certifying body registered with the Joint Accreditation System - Australia and New Zealand (JAS-ANZ); **or**
- evidence that the tenderer's Quality Management System complies with the NSW Government *Quality management (QM) guidelines (QM guidelines)*;
- a Quality Management Plan complying with the requirements of the *NSW Government Quality management guidelines (Construction Procurement)* (Edition 4) (QM guidelines); for recent past works comparable (in value and type) to the Works; **or**
- a minimum of three (3) completed examples of Inspection and Test Plans that comply with the requirements of the *Quality management guidelines* and have been used on at least two recent contracts. Provide details of the relevant contracts.

5 Schedule of WHS Management Information: Part A

(SUBMIT WITH TENDER FORM)

Submit the documents and information specified below. Refer to Conditions of Tendering Clause– **Work Health and Safety Management**.

Evidence of Satisfactory WHS Management

Nominate at least three contracts/projects completed within the last three (3) years that demonstrate successful management of work health and safety by the tenderer:

Client	Name & location of Contract <i>E.g. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles Shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date
.....
.....
.....
.....

Recent Prosecutions and Fines

Has the tenderer incurred a prosecution or fine for a breach of any Australian health and safety legislation during the past three (3) years?

☐ Yes, or

☐ No.

If 'Yes', list details of every prosecution and fine below:

Description of WHS prosecution or fine	Action taken by tenderer in response
.....
.....
.....
.....

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

6 Schedule of Environmental Management Information: Part A

(SUBMIT WITH TENDER FORM)

Submit the documents and information specified below. Refer to Conditions of Tendering Clause - **Environmental Management**.

Evidence of Satisfactory Environmental Management

Nominate at least three contracts/projects completed within the last three (3) years that demonstrate successful environmental management by the tenderer:

Client	Name & location of Contract <i>E.g. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles Shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date
.....
.....
.....
.....

Recent Environmental Prosecutions and Fines

Has the tenderer incurred a prosecution or fine under the *Protection of the Environment Operations Act 1997 (POEO Act)* or any other Australian environmental legislation during the last three (3) years?

☐ Yes, or

☐ No.

If 'Yes', list details of every prosecution and fine below:

Description of environmental prosecution or fine	Action taken by tenderer in response
.....
.....
.....
.....

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

7 Schedule of Financial Assessment Information

(SUBMIT WHEN REQUESTED)

Submit the documents and information listed below, in relation to the entity submitting the tender (the tenderer). Refer to Conditions of Tendering Clause - **Financial Assessment**.

1. Financial Statements for the last three years, including:
 - i) Balance Sheets;
 - ii) Detailed Profit and Loss Statement, including a Trading Statement;
 - iii) Statement of Cash Flows;
 - iv) Notes to and Forming Part of the Accounts;
 - v) An Accountant's Report; and
 - vi) Where existing, Auditor's Reports.

The ABN/ACN on the financial statements must match the ABN/ACN of the tenderer. Consolidation accounts of a parent organisation or group to which the tenderer belongs are not acceptable.
2. Where the tenderer's latest financial statement is more than 6 months old, the latest management report showing:
 - i) a Balance Sheet;
 - ii) a Detailed Profit and Loss Statement including a Trading Statement.
3. A letter from the tenderer's banker providing details of overdraft and guarantee facilities, including:
 - i) Bank, Branch, and Account Names;
 - ii) Current bank overdraft balance and available limit;
 - iii) Number and amount of bank guarantees outstanding and available limit; and
 - iv) Details of other bank funding facilities available to the tenderer, such as term loans, lines of credit, commercial bills and other debt instruments.
4. Where any financial statement supplied is not audited, copies of the tenderer's taxation returns may be requested.
5. A summarised breakdown of the ageing of trade debtors and trade creditors, i.e. total amount at 30, 60, 90 and 120+ days.
6. Names of the tenderer's subsidiaries and related entities.
7. A description of the tenderer's main operations including ANZSIC Codes (Australia and New Zealand Standard Industry Classification Code).
8. A point form summary of the tenderer's corporate history.
9. Profiles of the tenderer's directors or principals, including position, qualifications and experience.
10. A list of the tenderer's current projects, including project name, client, project value, start date and percentage complete and a list of recently completed projects.
11. Names and contact numbers (phone/facsimile) of the tenderer's:
 - i) Major suppliers;
 - ii) Major subcontractors.

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

8 Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines: Building and Construction Procurement

(SUBMIT WHEN REQUESTED)

Refer to Conditions of Tendering clause – **Procurement Policy Framework, Supplier Code and Industrial Relations Guidelines.**

Terminology

1. Terms used in this Schedule have the same meaning as is attributed to them in the NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) (as published by the NSW Treasury July 2013 and updated September 2017) and the NSW Government Supplier Code of Conduct (the 'Code').
2. In particular, as stated in clause 3.1 of the NSW Guidelines; any relevant document or procedure referencing the Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction - means a reference to these re-issued Guidelines. Relevant documents may include but not are limited to a Practice Direction, a workplace relations management plan or a model contract clause.

Primary acknowledgments and undertakings

3. By completing this Compliance Schedule and submitting an expression of interest or tender response, the Tenderer:
 - (a) acknowledges that the Code and the NSW Guidelines apply to the Contract;
 - (b) has read and understood the Code and NSW Guidelines and the obligations they impose;
 - (c) undertakes that it, and its related entities and subcontractors, will comply with the Code, the NSW Guidelines, and the contractual terms that give effect to them on:
 - (i) the Contract;
 - (ii) privately and publicly funded building and construction work to which the NSW Guidelines apply, on and from the date of submitting this expression of interest or tender response (if not already required to comply on such privately and publicly funded projects);
 - (d) confirms that it and its related entities have complied with:
 - (i) the Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
 - (ii) all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments;
 - (e) confirms that, where it and its related entities are, or have been, required to comply with the National Code of Practice for the Construction Industry (National Code) and the Code as amended from time to time including the Commonwealth Building Code 2016 (National Guidelines), they have done so; and
 - (f) confirms that neither it, nor any of its related entities, are subject to a sanction or other circumstance that would preclude the Tenderer from submitting an expression of interest or tender response, or, if successful, being awarded a Contract.

Sanctions for non-compliance

4. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
5. The Tenderer acknowledges that where it, or a related entity, fails to comply with the Code or NSW Guidelines, a sanction may be imposed on the tenderer or its related entity or both. The sanctions that can be imposed include, but are not limited to, one or more of the following:

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

- (a) a formal warning that a further breach will lead to severe sanctions;
- (b) referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;
- (c) reduction in tendering opportunities at either agency or government-wide level, for example, by exclusion of the breaching party from tendering for government work above a certain value, or for a specified period;
- (d) reporting the breach to an appropriate statutory body; and
- (e) publicising the breach and identity of the party.

Disclosure of information

- 6. The Tenderer agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the Tenderer's, and related entities', compliance with the Code, NSW Guidelines (and Victorian counterparts), National Code and National Guidelines, including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on a tenderer or its related entities.
- 7. The Tenderer, if awarded the Contract, will, on request, provide appropriate information to verify compliance with the awards, enterprise or workplace agreements that apply to the Tenderer and all other legal obligations relating to employment.
- 8. The Tenderer confirms that it has obtained, or will obtain, the consent of each Subcontractor or consultant it proposes to use on the Contract, to the disclosure of information concerning the subcontractor's and consultant's compliance with the Code, NSW Guidelines (and Victorian counterparts), National Code and National Guidelines including disclosure of details of past conduct relating to the Code and NSW Guidelines and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.
- 9. The consent (or reaffirmation of consent) by the Tenderer, its related entities and any proposed or subsequent subcontractors, is given to the State of New South Wales, its agencies, Ministers and the CCU (and its authorised personnel) for purposes including:
 - (a) the exercise of their statutory or portfolio responsibilities;
 - (b) investigating and checking, claims and assertions made by the tenderer in any documents provided as part of its expression of interest or tender response (including, but not limited to, any Workplace Relations Management Plans or Health and Safety Management Plans);
 - (c) monitoring, investigating and enforcing the Code and NSW Guidelines; and
 - (d) ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.
- 10. The Tenderer acknowledges that this consent is not limited to this tender, or this Contract, as parties are expected to comply with the Code and NSW Guidelines on future projects to which they apply.

Positive obligations

- 11. Without limiting the obligations and requirements in the NSW Guidelines, the Tenderer acknowledges and agrees to cooperate with the Principal and the CCU in respect of the investigation of compliance with the NSW Guidelines. The Tenderer undertakes to comply with its positive obligations under the Code and NSW Guidelines, including to:
 - (a) comply with any Workplace Relations Management Plan and Health and Safety Management Plan;
 - (b) ensure, through contract, that each Subcontractor or consultant agrees to comply with the applicable plans and policies for the Contract referred to in clause 11c below.
 - (c) allow, before any contract is awarded, the Principal and the Construction Compliance Unit (CCU), NSW Industrial Relations to take any steps to investigate claims, statements and assertions made by the tenderer in:

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

- (i) a Workplace Relations Management Plan;
 - (ii) a Work Health Safety (WHS) Management Plan or Site-specific Safety Management Plan and any other documents and information necessary to meet the requirements of section 9 of the NSW Guidelines; and
 - (iii) this Schedule.
- (d) allow NSW Government authorised personnel to:
- (i) access the Contract site and other premises;
 - (ii) monitor and investigate compliance with the Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the Contract; and
 - (v) interview any person;
- as is necessary to demonstrate compliance with the Code and NSW Guidelines;
- (e) notify the CCU (or nominee) and the Client Agency of any alleged breaches of the Code and NSW Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
- (f) (for principal contractors only) report any grievance or dispute relating to workplace relations or OHS&R matters that may impact on project costs, related contracts or timelines to the CCU (or nominee) and the Client Agency within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;
- (g) report any threatened or actual industrial action that may impact the Contract, contract costs, related contracts or timelines to the CCU (or nominee) and the Client Agency within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
- (h) take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the Contract or other related contracts on time and within budget; and
- (i) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the Contract, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the NSW Guidelines, namely supporting outcomes of compliance with the law, productivity in delivering the Contract on time and within budget, maintaining a high standard of safety and protecting freedom of association.
12. Without limiting the obligations and requirements of the Code and NSW Guidelines, the Tenderer acknowledges its obligation to ensure, through contract, that subcontractors and consultants similarly do, or allow for, each of these applicable positive obligations.

Privately funded work

13. The Tenderer acknowledges and agrees that in respect of its privately funded building and construction work (to which the NSW Guidelines apply) it, and its related entities, will:
- (a) comply with the Code and NSW Guidelines;
 - (b) maintain adequate records of compliance with the Code and NSW Guidelines (including by contractors);
 - (c) allow NSW Government authorised personnel to:
 - (i) access the sites and premises;
 - (ii) monitor and investigate compliance with the Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the Contract; and

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

- (v) interview any person;
as is necessary to demonstrate compliance with the Code and NSW Guidelines; and
- (d) ensure contractors and consultants similarly do, or allow, for each of these obligations.

Declaration

14. By signing this declaration on behalf of the Tenderer, the authorised representative declares that it has full authority to execute it and have obtained any necessary consents and approvals to do so.

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of: