Tender Schedules

Preface

The GC21 (Edition 2) Tender Schedules contains the returnable Schedules selected for this RFT. The Conditions of Tendering detail which Schedules are required. Schedules that are not required have been deleted.

To reduce tendering costs, the Schedules are divided into those to be submitted with the Tender and those that must be submitted by notified tenderers when requested.

Do not change the wording in the Schedules unless required by the relevant document.

Queries with regard to completing the Schedules should be directed to the Contact Officer.

Ensure each returnable Schedule is completed prior to submission.

Table of Contents

Preface 1

1 Tender Form 1

2 Schedule of Prices - Lump Sum 3

3 Schedule of Qualifications and Departures Information 5

4 Schedule of Non-Price Criteria Information 6

5 Schedule of Program Information 7

6 Schedule of Technical Data 8

7 Schedule of Tender Concept Design 9

8 Schedule of Information for General Conditions of Contract Schedule 3 (Payment Claim Worksheet) 10

9 Schedule of Contract Information 11

10 Schedule of Proposed Subcontractors and Consultants 12

11 Schedule of Internal Designers 13

12 Schedule of External Designers 14

13 Schedule of Financial Assessment Information 17

14 Schedule of Quality Management Information 18

15 Schedule of Work Health and Safety Management Information 19

16 Schedule of Environmental Management Information 21

17 Schedule of Workplace Relations Information 22

18 Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines 23

19 Schedule of Compliance for Dealing with Modern Slavery 27

## Tender Form

(SUBMIT WITH TENDER)

#### Tender Closing Office

Refer to Clause 7 of the Conditions of Tendering – **Submission of Tenders** for lodgement details.

#### Tenderer’s details

|  |  |
| --- | --- |
| Name: (in block letters) | ………………………………………………………….…………  ……………………………………………………….……………  ACN ...………………….…………………………….….………. |
|  |  |
| Address: | ……………………………………………………….……………  ………………………………………………………….………… |
|  |  |
| Telephone number: | ………………………… |
| e-mail address: | ………………………………………………………….………… |
|  |  |
|  | hereby tender(s) to perform the work for: |

#### Tender details

|  |  |
| --- | --- |
| Contract title: | CAP24-001-Relocation of Molong Hockey Field |
| Contract number: | 1810633 |
|  | in accordance with the following documents: |
|  |  |

|  |  |
| --- | --- |
|  | **Tendering**  **Specification**  **Schedules**  **Drawings** |
|  |  |
|  | and Addenda Numbers: …………………………………….…… |
|  |  |

#### Tenderer’s offer

|  |  |
| --- | --- |
|  | For the Contract Price of: |
|  | …………………………………………………………………… |
|  | …………………………………………………………………… |
|  | ($…………………………………………) including GST. |
|  | The Contract Price includes Provisional Sums (if any) and the sum of the products of the quantity and the relevant rate for each Rate Item identified in the attached **Schedule of Prices – Lump Sum**. |
|  |  |
|  | The Contract Price includes the Completion Amount shown in Contract Information Item 47. |

#### Execution by Tenderer under Deed

|  |  |  |  |
| --- | --- | --- | --- |
| The Tenderer is required to execute this deed for its tender.  **Executed as a deed poll**  *Only complete and sign the applicable execution block.*  *Where this Deed is to be executed by electronic signing, a digital signature utilizing a digital certificate from a Certificate Authority is required.* | | | |
| This Tender Form is dated: | | ……………………………………………………..… | |
| **Tenderer** *(use for companies with more than one director)* | | | |
| Executed by (*company* *name*) | ……………………………………………………………. | | |
| in accordance with section 127(1) of the Corporations Act 2001 (Cth): | | | |
| …………………………………… | | | …………………………………… |
| Name of Director | | | Signature of Director |
| …………………………………… | | | …………………………………… |
| Name of Director/ Secretary | | | Signature of Director/ Secretary |
|  | | | |
| **Tenderer** *(use for companies with a sole director. If the sole director is not also the company secretary, then delete or strike out the words “/Secretary” below)* | | | |
| Executed by (*company* *name*) | ……………………………………………………………. | | |
| in accordance with section 127(1) of the Corporations Act 2001 (Cth): | | | |
| …………………………………… | | | …………………………………… |
| Name of Sole Director/ Secretary | | | Signature of Sole Director/ Secretary |

|  |
| --- |
|  |

## 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.

All amounts must include GST.

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description** | **Amount** |
| **1** | **Preliminaries** |  |
| 1.1 | Site Mobilisation and Preparation | $ ………….…. |
| 1.2 | Insurances | $ ………….…. |
| 1.3 | Provision of Engineering Design Services | $ ………….…. |
| 1.4 | Long Service Leave Levy | $ ………….…. |
| 1.5 | Survey Control, Set Out and Services Location (incl locating and establishment of survey marks) | $ ………….…. |
| 1.6 | Prepare and implement WHS, Environmental and QA plans and framework systems (incl ITP’s and PMP documentation) | $ ………….…. |
| 1.7 | Traffic and Pedestrian Control Devices | $ ………….…. |
| 1.8 | Site Establishment and Disestablishment | $ ………….…. |
| 1.9 | Management and Supervision | $ ………….…. |
| 1.10 | WAE Drawings, testing certificates and operating manuals | $ ………….…. |
|  |  |  |
| 2. | Construction |  |
| 2.1 | Demolition of existing facilities (including utility disconnections) | $ ………….…. |
| 2.2 | Bulk earthworks and flexible pavements | $ ………….…. |
| 2.3 | Installation of associated drainage infrastructure | $ ………….…. |
| 2.4 | Electrical services | $ ………….…. |
| 2.5 | Field fencing, security fencing and gates | $ ………….…. |
| 2.6 | Concrete paths and kerb and gutter | $ ………….…. |
| 2.7 | Synthetic surface including associated infrastructure such as shock pad and field markings | $ ………….…. |
| 2.8 | Restoration of disturbed areas and landscaping | $ ………….…. |
| 2.9 | Testing and commissioning | $ ………….…. |
| 2.10 | Any other works not listed above (Contractors to clarify) | $ ………….…. |
|  |  |  |

#### Provisional Rate Items

Refer to General Conditions of Contract clause 55 - **The Contract Price** and Preliminaries clause - **Application of Tendered Rates**.

Complete this Schedule by inserting in the **Rate** column the rate tendered for each work item and, in the **Amount** column, the amount arrived at by multiplying the tendered rate by the relevant quantity. The tendered rates shall form part of the Contract. The correct extended amounts and total shall be used to assess tenders.

Each rate must allow for associated overhead costs (both on-site and off-site) and profit. All rates must include GST.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Quantity** | **Unit** | **Rate** | | | **Amount** |
| **3.** | **Rate Items** | | | |  | | |
| 3.1 | Excavation in rock for quantities between 0 and 50m3 | 1 | m3 | $ ………. | | | $ ……... |
| 3.2 | Excavation for rock in quantities over 50m3 | 1 | m3 | $ ………. | | | $ ……... |
| 3.3 | Excavate and dispose of unsuitable material to depth of 500mm, reinstate with approved structural fill and compact to min 98% SMDD | 1 | m3 | $ ………. | | | $ ……... |
| 3.4 | Supply and place 300mm rock blanket or macadam layer | 1 | m2 | $ ………. | | | $ ……... |
| 3.5 | Supply and place geofabric membrane layer (structural woven) | 1 | m2 | $ ………. | | | $ ……... |
|  | Extended Total for Rate Items | | | | | **$ ..……** | |

|  |  |  |
| --- | --- | --- |
|  | **Total (Lump Sum tendered including GST)**  including the Total of Provisional Rates and the Extended Total for Rate Items.  The **Total (Lump Sum tendered including GST)** must equal the Contract Price shown on the Tender Form. If there is any discrepancy, the Contract Price shown on the Tender Form will take precedence. | **$ ………….….** |

## Schedule of Qualifications and Departures Information

(SUBMIT WITH TENDER FORM)

Refer to Conditions of Tendering clause - **Qualifications and Departures.** List all qualifications and departures to the Tender with sufficient detail to allow their scope and application to be considered.

Where this Schedule is completed as a separate document, refer to the document in the declaration below.

|  |  |  |
| --- | --- | --- |
| **Qualification/**  **Departure** | **RFT reference if applicable** | **Details** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

By submitting this Schedule, the Tenderer declares that all qualifications and departures to its Tender are listed in the Schedule of Qualifications and Departures Information.

## Schedule of 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.

|  |  |
| --- | --- |
| **Non-Price Evaluation Criteria** | **Information/ references to address the Criteria** |
| 1. Recent and relevant experience | Demonstrate and include in the response:   * Knowledge, experience and management of previous contracts for similar works and/or projects * Working with Local Government Agencies |
|  |  |
| 2. Construction methodology and program | Demonstrate and include in the response:   * Identification of significant parts of the Works; * Identification of work that requires Principal and 3rd party involvement and/ or approval; * Planned processes and sequence of works to ensure satisfactory Completion; * Quality and compliance checking procedures and how these will apply; |
| 3. Relevant qualifications, competence and experience of proposed personnel and sub-contractors | Demonstrate and include in the response:   * Knowledge, experience and management of previous contracts for similar works and/or projects * Working with Local Government or other agencies |
| 4. Understanding of project risks, including WHS, quality and environmental management | Demonstrate and include in the response:   * Demonstrate understanding of the proposed contract by:   + 1. managing WHS and environmental requirements     2. identifying three significant risks related to carrying out the Works;     3. describing the proposed method of dealing with each risk, including how the following will be managed:        - 1. adverse effects on work quality;          2. delays and the affect on the contract program;          3. cost and Contract Price;          4. required resources; and          5. informing and involving the Principal. |
| 5. WHS, Quality and Environmental Accreditation and Systems | Demonstrate and include in the response:   * Demonstrate accreditation and evidence for:   + 1. WHS – AS/NZS 4801     2. Quality AS/NZS ISO 9001     3. Environmental System evidence and frameworks; |

## Schedule of Program Information

(SUBMIT WITH TENDER FORM)

Submit this Schedule and a program, based on **Contract Information** item 13 - **Times for Site Access and Completion**, in the form of a bar chart or network diagram and as described in Conditions of Tendering clause - **Program**. Avoid including dates in the program.

By submitting this Schedule and program, the Tenderer acknowledges and declares that:

* any dates shown in the program are for illustration purposes only and are not conditions or qualifications of its Tender.

and

* unless the Principal instructs otherwise, the program submitted as part of its tender is for information purposes only and will not form part of any Contract if this tender is accepted.

The following additional items are to be included in the tender program for each milestone as applicable:

|  |
| --- |
| * Contract Award * Preparation and approval of Management Plans * Submission of concept and detailed designs * Site Establishment * Construction, excavation and relocation activities * Sequence and staging * Inspections and ITP milestones * Completion * Submission of final documentation including WAE |

## Schedule of Technical Data

(SUBMIT WHEN REQUESTED)

List all information required by this Schedule and attach details of manufacturer’s product data together with such illustrations as are necessary to fully describe the Tenderer’s offer.

|  |  |
| --- | --- |
| **Item** | **Tenderer’s offer** |
|  |  |
| Geotechnical Services | ………………………………………… |
| Proposed Turf system specifications | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |

## Schedule of Tender Concept Design

(SUBMIT WITH TENDER FORM)

Supply sufficient information to allow critical appraisal of the tender including:

General arrangement drawing including field layout and dimensions

Field gradient design in accordance with FIH National Standard (Category 3 National and Local competitions)

Conceptual field fencing, footpaths

Conceptual field lighting services including electrical services

## Schedule of Information for General Conditions of Contract Schedule 3 (Payment Claim Worksheet)

(SUBMIT WHEN REQUESTED)

Refer to General Conditions of Contract clause 58 - **Payment Claims**. The following information is provided and must be used for completing the General Conditions of Contract - **Schedule 3 (Payment Claim Worksheet)**.

The Payment Claims worksheet must align with the submitted Lump Sum Rates table in **Section 2 – Schedule of Lump Sum**

Insert below:

## Schedule of Contract Information

(SUBMIT WHEN REQUESTED)

Provide the information in the table below to enable completion of the General Conditions of Contract - Contract Information items.

|  |
| --- |
| Contractor's details |

### 8 Contractor

|  |  |
| --- | --- |
| The Contractor is: | ………………………………………………  ………………………………………………  ABN ….…………………………….……… |

### 9 Contractor’s Authorised Person

Mentioned in clause 2

|  |  |
| --- | --- |
| The *Contractor’s Authorised Person* is: | ……………………………………………… |

### 10 Notices to the Contractor

Mentioned in clause 11

Notices must go to the Contractor’s Authorised Person named above, at the address or number shown here.

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | ……………………………….……………… ………………………………….…………… ………………………………….……………  ………………………………………………. |
|  |  |
| Postal address: (for delivery by post) | ……………………………….……………… ………………………………….…………… ………………………………….…………… |
|  |  |
| e-mail address: | …………………………….………………… |

### 11 Contractor’s senior executive

Mentioned in clause 70

|  |  |
| --- | --- |
| The Contractor’s senior executive is: | ……………………………………………… |

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | ……………………………….……………… ………………………………….…………… ………………………………….…………… …………………………….………………… |
|  |  |
| Postal address: (for delivery by post) | ……………………………….……………… ………………………………….…………… ………………………………….…………… |
|  |  |
| e-mail address: | ……………………………………………… |

## Schedule of Proposed Subcontractors and Consultants

(SUBMIT WITH TENDER FORM)

Submit the information required in Conditions of Tendering clause - **Proposed Subcontractors and Consultants**.

Include any individual Subcontract or Consultant work where the estimated value of the work or fees is (or exceeds) $100,000 or 2% of the Contract Price, whichever is the greater.

Confirm (by inserting “Yes” in the third column of the table below) that the recent WHS, Environmental and Workplace Relations Management performance of each subcontractor and consultant has been reviewed by the Tenderer and found to be satisfactory.

|  |  |  |
| --- | --- | --- |
| **Subcontract and Consultant work** | **Names and addresses of Subcontractors and Consultants** | **Confirmation of satisfactory WHS, Workplace Relations and Environmental Management performance** |
|  |  |  |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |
| ………………………… | ……………………………… | …………………… |

## Schedule of Internal Designers

(SUBMIT WHEN REQUESTED)

If the Tenderer proposes to use internal resources for design development and documentation provide full details to establish that each of the key staff have the proven competence, qualifications and experience on similar tasks to perform the proposed functions satisfactorily.

#### Key staff

Include the following details for individual key staff:

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

#### Recently completed significant commissions

Include the following details for each recently completed significant commission:

|  |  |
| --- | --- |
| Project name: | ………………………………………………………… |
| Project value: | ………………………………………………………… |
| Client: | ………………………………………………………… |
| Finish date: | ………………………………………………………… |
| Functions: | ………………………………………………………… |

#### Current significant commissions

Include the following details for each current significant commission:

|  |  |
| --- | --- |
| Project name: | ………………………………………………………… |
| Project value: | ………………………………………………………… |
| Client: | ………………………………………………………… |
| Expected finish date: | ………………………………………………………… |
| Functions: | ………………………………………………………… |

## Schedule of External Designers

(SUBMIT WHEN REQUESTED)

If the Tenderer proposes to use consultants for design development and documentation, provide full details and references, for each consultant, to show their proven competence, qualifications and experience on similar tasks to perform the proposed functions satisfactorily.

#### Consultant details

|  |  |
| --- | --- |
| Name of proposed consultant: | ………….……………….………………………… |
|  |  |
| Office address: | ………….……………………………….…………………….………………………………….……… ………….………………………………….……… |
|  |  |
| Telephone number: | ………….……………….………………………… |
| Facsimile number: | ………….…………………………….…………… |
|  |  |
| Other offices: | ………….……………………………….………… ………….………………………………….……… ………….……………………………….………… |
|  |  |
| Proposed disciplines under the Contract: | ………….……………………………….………… ………….………………………………….……… ………….………………………………….……… |
| Estimated value of the engagement: | $ ……….……………….………………………… |

#### Key personnel proposed for the Contract

|  |  |  |
| --- | --- | --- |
| **Name** | **Discipline** | **Qualifications, affiliations and date of professional registration** |
|  |  |  |
| ……………………………… | ………………………….. | ………………………….. |
| …………………………….... | ………………………….. | ………………………….. |
| …………………….…….….. | ………………………….. | ………………………….. |
| …………………………….... | ………………………….. | ………………………….. |
| ………………..…………….. | ………………………….. | ………………………….. |
| …………..………………….. | ………………………….. | ………………………….. |

**The following details are only required when the proposed consultants are not prequalified in the relevant discipline with a NSW Government agency**.

#### Business details

|  |  |
| --- | --- |
| Business name: | ……………….……………….………………………… |
| ABN: | ……………….…………………………….…………… |
| Type of organisation: | Sole Trader ( )\* Partnership ( )\* Company ( )\* |
|  | *\* Tick where applicable* |
| Date established: | ……..………………………………………………… |
| Other (describe): | ……..………………………………………………… |

#### Current insurance

|  |  |  |
| --- | --- | --- |
|  | **Professional Indemnity** | **Public Liability** |
|  |  |  |
| Insurer: | ………………………….. | ………………………….. |
| Sum insured: | ………………………….. | ………………………….. |
| Date of expiry: | ………………………….. | ………………………….. |

#### Staff numbers

Number of full-time employees *(exclude contract staff or associated firms)*.

|  |  |  |
| --- | --- | --- |
| **Office location:** | **Main Office** | **Other Offices** |
|  |  |  |
| Principals: | ………………………….. | ………………………….. |
| Qualified Architects: | ………………………….. | ………………………….. |
| Professional Engineers:: | ………………………….. | ………………………….. |
| Other professionals: | ………………………….. | ………………………….. |
| Technical support staff: | ………………………….. | ………………………….. |
| Administration/ secretarial: | ………………………….. | ………………………….. |
| Other staff: | ………………………….. | ………………………….. |
| **Total Staff:** | ………………………….. | ………………………….. |

#### Principal’s details

|  |  |  |
| --- | --- | --- |
| **Name** | **Discipline** | **Qualifications, affiliations and date of professional registration** |
|  |  |  |
| ………………………..…….. | ………………………….. | ………………………….. |
| ……………….……………... | ………………………….. | ………………………….. |
| …………….…………….….. | ………………………….. | ………………………….. |
| ………….…………………... | ………………………….. | ………………………….. |

#### Office Facilities

Describe the relevant support facilities available in the various offices (e.g. type and capacity of CADD System, subscription to NATSPEC, including update service).

Note that when an engagement includes preparation of specifications for building works, subscription to NATSPEC will be a mandatory requirement.

|  |
| --- |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |

#### Relevant recent and current engagements

Greatest consideration will be given to engagements completed in the last two years and substantially completed current engagements.

Where a consultant has completed engagements more than two years prior to the date of application, those engagements will only be considered where supporting evidence is provided that the consultant has retained expertise.

|  |  |
| --- | --- |
| **Project details** |  |
|  |  |
| Project name: | ………………………………………… |
| Overall value: | ………………………………………… |
| Client: | ………………………………………… |
| Client’s contact person: | ………………………………………… |
| Telephone number: | ………………………………………… |
| Actual or anticipated completion date: | ………………………………………… |
| Value of work constructed resulting from engagement: | $ ……………………………………… |

|  |  |
| --- | --- |
| **Engagement details** |  |
| Primary or secondary consultant: | ………………………………………… |
| Fee $ or % or range | ………………………………………… |

## Schedule of Financial Assessment Information

(SUBMIT WHEN REQUESTED)

Provide documents and information listed below in accordance with Conditions of Tendering clause - **Financial Assessment**.

|  |  |
| --- | --- |
| 1 | Financial Statements for last three years for the entity under consideration, including: |
|  | i) Balance Sheets;  ii) Profit and Loss Statement;  iii) detailed Profit and Loss Statement;  iv) statement of Cash Flows;  v) notes to and Forming Part of the Accounts;  vi) an Accountant’s Report;  vii) where existing, Auditor's Reports. |
|  | Consolidated accounts of a parent organisation or group to which the entity belongs are not acceptable |
| 2 | Where latest financial statement is more than 6 months old, the latest management report showing: |
|  | i) a trading statement;  ii) a profit and loss statement;  iii) a trial balance. |
| 3 | Where the company is required to lodge audited financial statements with ASIC, copies of these statements for the last three years. |
| 4 | Where any financial statement supplied is not audited, copies of the entity's tax returns for last three years. |
| 5 | A letter from the Tenderer's banker providing details of overdraft and guarantee facilities including: |
|  | i) Bank, Branch, and Account Names,  ii) type and limit of bank overdraft facility,  iii) type and limit of bank guarantee facility,  iv) current bank overdraft balance,  v) number and amount of bank guarantees outstanding  vi) details of other bank funding facilities available to the Tenderer, such as term loans, lines of credit, commercial bills and other debt instruments |
| 6 | Current and projected cash flows for all work on hand. |
| 7 | Forecast budget for forthcoming financial year including Revenue and Profit and Loss. |
| 8 | Names and contact numbers of: |
|  | i) major suppliers  ii) major subcontractors. |
| 9 | Details relating to the Tenderer’s history and Directors Profiles. |

## Schedule of Quality Management Information

(SUBMIT WITH TENDER FORM)

Submit evidence of current full certification of the Tenderer’s Quality Management System to AS/NZS ISO 9001:2016 by a certifying body registered with the Joint Accreditation System - Australia and New Zealand.

## Schedule of Work Health and Safety Management Information

(SUBMIT WITH TENDER FORM)

Provide documents and information indicated below in accordance with Conditions of Tendering clause – **Work Health and Safety Management.**

WHS Management System

Submit:

* Certification to ISO 45001, or
* Certification to AS/NZS 4801, or
  + - Current accreditation with the Office of the Federal Safety Commissioner

Evidence of satisfactory WHS management

Nominate at least three contracts/projects completed within the last two years that demonstrate successful management of work health and safety by the Tenderer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client** | **Name & location of contract**  *E.g. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles shopping Centre; 3 Storey Unit Block, Penrith.* | **Contract Price/**  **Project Value** | **Start Date** | **Completion Date** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **WHEN REQUESTED**, submit the following additional information for each of three contracts/projects selected from the above list: | | | | |
| a. a client referee report (which may be a NSW Government agency Contractor Performance Report) commenting on the Tenderer’s performance in relation to work health and safety management, identifying the referee’s name, position, organisation and telephone and email contact details; **and** | | | | |
| b. a copy of a third-party audit report, **or** internal audit report, **or** site safety inspection report, **or** site safety review report. | | | | |

Recent WHS prosecutions and fines

|  |
| --- |
| Provide:   * a statement confirming that the Tenderer is not in default of any fine issued for a breach of the WHS legislation; **AND** * details of every WHS prosecution and fine imposed on the Tenderer in Australia during the last two years, together with a description of actions taken by the Tenderer in response to each prosecution and fine; or * a statement that the Tenderer incurred no prosecutions or fines during the last two years. |

Hazardous Materials

|  |
| --- |
| Hazardous building materials include asbestos, asbestos containing materials (ACM), Lead paint and lead dust, synthetic mineral fibre (SMF), polychlorinated biphenyls (PCBs) and ozone depleting substances. Refer to NSW Fair Trading site for more information.  **WHEN REQUESTED**, submit details of proposed: |
| i) methods for surveying for hazardous materials; |
| ii) methods for handling and removal from the Site of hazardous materials; and |
| iii) Consultants’ and Subcontractors’ licence details. |

Demolition

|  |
| --- |
| **WHEN REQUESTED**, for each item to be demolished, submit details of the proposed method of demolition including: |
| i) plant and equipment to be used; |
| ii) protection of the Site including, but not limited to, protection of any items specified; and |
| iii) arrangements, including details and extent of protective hoardings, for the protection of the public and property adjoining the Site. |

## Schedule of Environmental Management Information

(SUBMIT WITH TENDER FORM)

Provide the documents and information specified below in accordance with Conditions of Tendering clause - **Environmental management.**

#### Environmental Management System

#### Recent prosecutions and fines

Submit:

a statement confirming that the Tenderer is not in default of any fine issued for a breach of environmental legislation; **and**

details of every prosecution and fine incurred by the Tenderer during the last two years under the *Protection of the Environment Operations Act 1997*(NSW) *(POEO Act)* or other Australian environmental legislation, together with a description of the actions taken by the Tenderer in response to each prosecution and fine; **or**

a statement that the Tenderer incurred no prosecutions or fines under environmental legislation during the last two years.

#### Evidence of satisfactory environmental management

Nominate at least three contracts/projects, for work of comparable nature to the Works and completed within the last two years, that demonstrate successful environmental management by the Tenderer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client** | **Name & location of contract**  *E.g. Concord Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles shopping Centre; 3 Storey Unit Block, Penrith.* | **Contract Price/**  **Project Value** | **Start Date** | **Completion Date** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**WHEN REQUESTED**, submit the following additional information for each of three contracts selected from the above list:

a client referee report (which may be a NSW Government agency Contractor Performance Report) commenting on the Tenderer’s performance in relation to environmental management, identifying the referee’s name, position, organisation, and telephone and email contact details; **or**

a copy of a third-party audit report, **or** internal audit report, **or** inspection report **or** environmental management plan.

**WHEN REQUESTED**, submit a copy of an Environmental Management Plan implemented by the Tenderer for a contract/project, similar in type and value to this Contract, that was completed within the last two years

#### Environmental management objectives and measures

**WHEN REQUESTED**, submit details of:

environmental management objectives proposed for the work under the Contract;

key environmental management actions proposed for the work under the Contract; and

the persons who will be responsible for managing the actions proposed.

## Schedule of Workplace Relations Information

(SUBMIT WHEN REQUESTED)

Submit with the Tender a Workplace Relations Management Plan and any other documents and information necessary to meet the requirements of section 6.1 of the *New South Wales Industrial Relations Guidelines: Building and Construction Procurement (July 2013, updated September 2017)* available from:

<https://www.industrialrelations.nsw.gov.au/industries/key-industries-in-nsw/building-and-construction/>

## Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines

(SUBMIT WHEN REQUESTED)

Refer to Conditions of Tendering clause – **NSW Government Policies, Codes and 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

1. By completing this Compliance Schedule and submitting an expression of interest or tender response, the Tenderer:
2. acknowledges that the Code and the NSW Guidelines apply to the Contract;
3. has read and understood the Code and NSW Guidelines and the obligations they impose;
4. 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:
5. the Contract;
6. 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);
7. confirms that it and its related entities have complied with:
8. the Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
9. all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments;
10. 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
11. 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

1. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
2. 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:
3. a formal warning that a further breach will lead to severe sanctions;
4. referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;
5. 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;
6. reporting the breach to an appropriate statutory body; and
7. publicising the breach and identity of the party.

#### Disclosure of information

1. 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.
2. 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.
3. 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.
4. 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:
5. the exercise of their statutory or portfolio responsibilities;
6. 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);
7. monitoring, investigating and enforcing the Code and NSW Guidelines; and
8. ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.
9. 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

1. 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:
2. comply with any Workplace Relations Management Plan and Health and Safety Management Plan;
3. 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.
4. 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:
5. a Workplace Relations Management Plan;
6. 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
7. this Schedule.
8. allow NSW Government authorised personnel to:

(i) access the Contract site and other premises;

1. monitor and investigate compliance with the Code and NSW Guidelines;
2. inspect any work, material, machinery, appliance, article, or facility;
3. inspect and copy any record relevant to the Contract; and
4. interview any person;

as is necessary to demonstrate compliance with the Code and NSW Guidelines;

1. 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;
2. (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;
3. 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;
4. 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
5. 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.
6. 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

1. 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:
   1. comply with the Code and NSW Guidelines;
   2. maintain adequate records of compliance with the Code and NSW Guidelines (including by contractors);
   3. allow NSW Government authorised personnel to:
2. access the sites and premises;
3. monitor and investigate compliance with the Code and NSW Guidelines;
4. inspect any work, material, machinery, appliance, article, or facility;
5. inspect and copy any record relevant to the Contract; and
6. interview any person;

as is necessary to demonstrate compliance with the Code and NSW Guidelines; and

1. ensure contractors and consultants similarly do, or allow, for each of these obligations.

#### Declaration

1. 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.

## Schedule of Compliance for Dealing with Modern Slavery

(SUBMIT WHEN REQUESTED)

#### Definitions and information

1. Refer to Conditions of Tendering clause – **Dealing with Modern Slavery** for application of relevant requirements and links to the website with information and resources published by the Anti-slavery Commissioner.

Refer to General Conditions of Contract Schedule 16 – **Dealing with Modern Slavery** (Schedule 16) for definitions and meanings of:

* **Modern Slavery** (a list of relevant offences is provided in Attachment A)
* **Modern Slavery Laws**
* **Reasonable Steps (**to prevent, identify, mitigate and remedy modern slavery)

#### Declaration of Compliance

1. By lodging a tender, the Tenderer:
2. acknowledges that the requirements of Schedule 16 apply to the Contract;
3. has read and understood Schedule 16 and the obligations it imposes;
4. agrees that, if it is the successful Tenderer,
   1. it will comply with requirements of Schedule 16 and the contractual terms that give effect to them in the Contract; and
   2. its submitted pricing will:
      * allow it to perform the Contract without causing or contributing to modern slavery;
      * allow it to provide or enable an effective remedy to any modern slavery it does cause or to which it does contribute; and
      * support it to comply with its Core Obligations as detailed in Schedule 16.

#### Tenderer’s submission

1. **Provide details of the Reasonable Steps the Tenderer takes (and proposes to take) to identify, assess and address Modern Slavery in its operations and supply chain and ensure compliance with Modern Slavery Laws.**

**Note**: ‘reasonable steps’ means those steps that are reasonable in the circumstances to prevent, identify, mitigate and remedy modern slavery.

In its submission, the Tenderer should:

* show an understanding of the Reasonable Steps required; and
* demonstrate its capability of taking Reasonable Steps through relevant evidence,

to identify, assess and address Modern Slavery in its operations and supply chain for the tendered project and ensure compliance with Modern Slavery Laws.

In its submission, the Tenderer may refer to the NSW Anti-slavery Commissioner’s Guidance on Reasonable Steps (GRS) and related information and resources published by the Anti-slavery Commissioner and available from the website referenced in clause 1 above.

The submission may be provided below by expanding the number of rows or separately. Where a separate document has been prepared, provide a reference below.

|  |
| --- |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |
| ………………………………………………...………………………………………… |

#### Evaluation

1. The Tenderer’s submission will be evaluated with reference to the criteria included in clause 3 above. Refer to Conditions of Tendering clause - **Evaluation of Tenders** for the application of a weighting (if any) to the evaluation.

END OF SECTION –TENDER SCHEDULES