|  |
| --- |
| User GuidanceThis document (MW21 Tender Schedules) is part of the MW21 standard form. Please refer to buy.nsw website at <https://buy.nsw.gov.au/categories/construction> to locate all documents referenced throughout this text. Note the User Guidance is based on Microsoft 365 Word.1. **General**

All clauses and text are mandatory unless indicated in the Guide Notes or as otherwise required by your Agency’s procurement policy. Some clauses require options to be selected and others may not be applicable in specific circumstances. Read and follow all Guide Notes carefully.Avoid changing any of the standard text. It reflects the NSW Procurement recommended contract risk allocation for collaborative contracting. Any change may introduce unexpected risks and/or compromise the integrity of the contract.If additional clauses or paragraphs are required to suit project-specific needs, carefully consider the associated risks. Include text to resolve any ambiguities and inconsistencies in the documents.1. **Guide notes**

This standard form contains drafting guidance in hidden text, i.e.:**GUIDE NOTES,** Guide Note examples1. **Viewing the guide notes**

If the guide notes are not visible, click on the Home/ **Show/Hide** button Paragraph Show / Hide button in WordIf this does not work* Go to **File/** **Options** menu;
* Select the **Display** tab;
* Tick the **Hidden Text** check box and click the **OK** button.

This process can also be used to hide guide notes in a finished document.1. **Insertion points**

Each ‘»’ shows where input is required. Click onto each ‘»’ and overtype.**(new)** For inserting Contract Title and Contract Number:* On the **File/ Info** menu select ‘**show all properties’**;
* Overwrite the ‘***title*’ property** ‘*Contract Name’* with the new contract title/ name;
* Overwrite the ‘***subject*’ property** ‘*Contract No*.’ with the new contract number.

This inserts the Contract Title & Contract No. in the footer for each page.1. **When drafting is completed**

Remove all guide notes manually or by the following steps:**•** On the Home/ **Editing** menu click **Replace**, then**•** Click the **More** button;**•** Click the **Format** button, click on **Font**;**•** Tick the **Hidden** check box, untick other boxes and click the **OK** button;**•** Click the **Special** button, click on **Any Character**; then**•** Click the **Replace All** button.Check that the option ‘**Print hidden text’** has **not** been checked in File/ Options/ Display.1. After drafting is completed and the ‘hidden text’ guide notes are hidden or removed

Update the Table of Contents automatically when printing by ensuring that File/ Options/ Display/ Printing options – ‘Update Fields before printing’ box is checked. Alternatively, update before printing by:* Right click anywhere in the Table of Contents;
* Select ‘Update Field’;
* Select ‘Update entire table’; and
* Click the OK button.
1. Finally, delete this User guidance, along with the following Page Break.

**Always** check that the final document (printed or saved as a pdf) is complete. |

Tender Schedules

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To update the Table of CONTENTS, press the:

* Ctrl + A keys; then
* F9 key; and
* in the Update Table of Contents box select Update Entire Table.

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Fill in all details where “»” is shown.

## Tender Form

Insert the contract name and contract number in the footer.

#### Tender Closing Office

Insert the name, address and facsimile number of the tender closing office.

|  |  |
| --- | --- |
| Name: | » |
| Address: | »» |

#### Tenderer’s Details

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

#### Tender Details

Insert the Contract Name and number.

Ensure that the details are as stated on the title page of the RFT Documents.

|  |  |
| --- | --- |
| Contract Name: | » »  |
| Contract Number: | » |
|  | in accordance with the following documents: |

List all sections of the RFT Documents to correspond with the master table of contents (in the title page document). Amend the list if necessary.

|  |  |
| --- | --- |
|  | **Conditions of Tendering** **Tender Schedules****MW21 General Conditions of Contract****Contract Information****Preliminaries****Specification****Schedules****Appendices****Drawings** |
|  | **»** |
|  | and Addenda Numbers: …………………………………….…… |

#### Tenderer’s Offer

select one tender form option only. Use Option 1 or Option 2 and delete the option that does not apply.

* Use Option 1 for a lump sum Contract. include the schedule of prices – lump sum to obtain a break-up of the lump sum, If required. option 1 can also be used where some tendered rates are required. Refer to the guide notes in the Schedule of prices – lump sum
* Use Option 2 and include the schedule of rates where the valuation of work will be based primArily on tendered rates.

Option 1 (lump sum contract)

if option 1 is used delete tender schedules – schedule of rates.

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

Option 2 (Schedule of Rates Contract)

if option 2 is used delete Tender Schedules - Schedule of Prices - Lump Sum.

|  |  |
| --- | --- |
|  | at the (GST inclusive) rates, lump sums, Provisional Sums (if any) and Provisional Rate Amounts (if any) in Tender Schedules - **Schedule of Rates**. |

## Schedule of Prices - Lump Sum

include this schedule where:

* the tender is primarily for a lump sum;
* a breakup of the lump sum is useful to compare the tender prices with the pre-tender estimate and to value completed work; and
* only a small number of tendered rates (if any) are required.

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

If this schedule is included, delete:

* Schedule of rates, and
* preliminaries Clause – application of schedule of rates

Delete this schedule if the contract is a schedule 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)

#### 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.

Refer to relevant specification and 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 in the table, as required.

|  |  |  |
| --- | --- | --- |
| **ItemNo.** | **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 | » | $ ………….…. |
| 3 | Construction of the Works: |  |
| 3.1 | Preliminaries | $ ………….…. |
| 3.2 | Demolition | $ ………….…. |
| 3.3 | Earthworks | $ ………….…. |
| 3.4 | Concrete | $ ………….…. |
| 3.5 | Structural Steel | $ ………….…. |
| 3.6 | Light Steel Framing | $ ………….…. |
| **ItemNo.** | **Description** | **Amount(incl GST)** |
| 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)* | $ ………….…. |
| 3.35 | » *(amounts not included in the above breakup that are part of the Lump Sum price)* | $ ………….…. |

|  |  |  |
| --- | --- | --- |
|  | **Total for Lump Sum items** | **$ ………………..** |

provisional Sums

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

* + - conditions of tendering Clause – provisional Sums; and
		- schedule of provisional Sums

refer to the Schedule of provisional Sums for details and the use of PROVISIONAL sums.

table 1

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

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

end OF TABLE 1

provisional rate amounts

Delete table 2 unless Provisional Rate AMOUNTS are included in the contract. If table 2 IS deleted also delete:

* + - conditions of tendering Clause – provisional rate amounts; and
		- schedule of provisional rate amounts.

refer to the Schedule of provisional rate amounts for details and the use of PROVISIONAL rate amounts.

table 2

Insert the Total of Provisional rate AMOUNTS (brought forward from the Schedule of provisional rate amounts).

|  |
| --- |
| Provisional Rate Amounts |
|  |

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

 | **$ ………..** |

end OF TABLE 2

Rate Items

Delete table 3 unless some work under the contract (rather than as PROVISIONAL rates items) are to be paid for at tendered rates. If table 3 IS deleted also delete preliminaries Clause – application of TENDERED rates

rate items are useful for items of expected work where it may be difficult for the contractor to determine an appropriate QUANTITY.

Consider the following:

* which Rate Items to include in this section.
* the risk of how much work will be required under each Rate Item and including an estimated quantity based on that risk level.
* being mindful that the quantity estimates are used to calculate both the tendered price and the Contract Price as at the Date of CONTRACT.
* ensuring that the scope of each HIGH-RISK item, the method of measurement AND ANY APPLICABLE CONDITIONS are detailed in preliminaries Clause – application of TENDERED rates .

table 3

Insert the Rate Items in the table below. Duplicate table headings on each page.

insert a brief description of the work, the estimated quantity and the applicable unit of measurement for each item.

Rate Items

Refer to General Conditions of Contract clause 13 – Payment and Retention for general conditions and to Preliminaries clause - Application of Tendered Rates for specific details related to individual items.

Complete this Schedule by inserting in the Rate column the rate tendered for each listed work item and, in the Amount column, the amount arrived at by multiplying the tendered rate by the associated quantity.

The rates tendered will form part of the Contract. The actual quantities of work completed in accordance with the Contract will be used for payment.

Note that all quantities are estimated, and none are guaranteed. Some of the rate items may not be required at all.

The quantities shown are for tender evaluation only. The correct extended amounts and total will be used to evaluate tenders.

All rates must include GST.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  **ItemNo.** | **Description** | **Quantity** | **Unit** | **Rate** | **Amount** |
| 3. | Rate Items |  |
| 3.X | » | » | » | $ ………. | $ ……... |
| 3.X | » | » | » | $ ………. | $ ……... |
|  | **Extended Total for Rate Items** | **$ …………..** |

End of table 3

|  |  |  |
| --- | --- | --- |
|  | **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.  | **$ ………….….** |

End of Schedule of Prices - Lump Sum

## Schedule of Rates

include this schedule WHERE VALUATIONS of the work will be based primarily on tendered rates.

The Schedule can include lump sum items.

do not use this schedule where only a FEW TENDERED rates are required. use the schedule of Prices - lump sum.

it is important to detail the scope of each HIGH-RISK item, the method of measurement AND ANY APPLICABLE CONDITIONS in preliminaries Clause – application of schedule of rates.

If this schedule is included, delete:

* Schedule of prices – Lump Sum, and
* preliminaries Clause – application of tendered rates.

Delete this schedule if the contract is a schedule of Prices - lump sum 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)

#### Rates and Lump Sums

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

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

Note that all quantities are estimated, and none are guaranteed. Some of the rate items may not be required at all.

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.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ItemNo.** | **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 brief description of the work, the estimated quantity and the applicable unit of measurement for each item.

more detail and a reference to relevant technical Specification, if necessary, should be provided in the Preliminaries Clause - Application of Schedule of Rates.

Do not insert ‘Rate Only’ in the Quantity Column. insert estimated quantities. It is usually better to allow for higher quantities.

A contract using this schedule does not include limits of accuracy. for items where an increase in quantity may RESULT in lower costs, 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

provisional sums

Delete table 2 if there are no provisional sums.

If table 2 is deleted also delete:

* + - conditions of tendering Clause – provisional Sums; and
		- schedule of provisional Sums

table 2

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

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

End of table 2

provisional rate amounts

Delete table 3 unless Provisional Rate AMOUNTS are included in the contract. If table 3 IS deleted also delete:

* + - conditions of tendering Clause – provisional rate amounts; and
		- schedule of provisional rate amounts.

refer to the Schedule of provisional rate amounts for details and the use of PROVISIONAL rate amounts.

table 3

Insert the Total of Provisional rate AMOUNTS (brought forward from the Schedule of provisional rate amounts).

|  |
| --- |
| **Provisional Rate Amounts** |
|  |

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

 | **$ ………...** |

end OF TABLE 3

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

End of Schedule of Rates

## Schedule of Provisional Sums

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

use provisional sums only in exceptional circumstances, where the work cannot reasonably be PRICED BY tenderers by the close of tenders, e.g. an item for workshop machinery for a school

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

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 description and amount for each provisional sum.

For each relevant provisional sum, detail the scope in preliminaries Clause – provisional SUMS to differentiate them from tendered work.

EXPAND the table by inserting rows, as required.

Refer to General Conditions of Contract Clause – **Payment and Retention** and PreliminariesClause **– Provisional Sums.**

|  |  |  |
| --- | --- | --- |
| **ItemNo.** | **Description** | **Provisional Sum** |
| A. | » | $ ……………. |
| B. | » | $ ……………. |
|  | **Total of Provisional Sums** | $ ………….... |

End of Schedule of Provisional Sums

## Schedule of Provisional Rate Amounts

Delete this Schedule if the Contract does not include Provisional rate items.

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

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

(SUBMIT WITH TENDER FORM)

this schedule provides a facility to INCLUDE tendered rates for PROVISIONAL rate ITEMS and additional quantities of work.

the rates are priced (with overheads and PROFIT) so that they can be used for:

* variations in accordance with the General CONDITIONS of Contract clause 9; or
* work under the contract as instructed.

Consider the following when completing this Schedule:

* determining which Rate Items to include. Only include items that are relevant to the Works. do not include a general list of typical variation rate items.
* assessing the risk of how much work will be required under each Rate Item and including an estimated quantity against each Rate Item based on that risk level.
* the suitability of the stated range of quantities that APPLIES either generally or for INDIVIDUAL items. adjust as appropriate.
* being mindful that the quantity estimates are used to calculate both the tendered price and the Contract Price as at the Date of CONTRACT.

This allows for a more accurate comparison of tender prices and assists with budgeting. It also ENCOURAGES reasonable pricing by tenderers and ONLY NECESSARY provisional rate items to be included by the principal.

* ensuring that the scope of each item is comprehensively specified to differentiate it from other work under the contract.

For each relevant provisional rate item, detail the scope, the method of measurement AND ANY APPLICABLE CONDITIONS in preliminaries Clause – application of provisional rate amounts.

INSERT a description of the work, assumed quantity and the applicable unit of measurement in the table below.

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

eXPAND the table by inserting rows, as required. Duplicate table headings on each page

Refer to General Conditions of Contract Clauses – **Payment and Retention** and **Variations** and PreliminariesClause **– Application of Provisional Rate Amounts**.

This Schedule provides rates to allow the Principal to manage risk. Relevant items may be utilised in Variations and otherwise. All items are provisional, that is, they may not be required at all. The quantities shown are for tender evaluation only. The correct extended amounts and total will be used to evaluate tenders. The actual quantities of work completed in accordance with the Contract will be used for payment.

The Principal reserves the right to not accept a rate for a provisional rate item that it considers is not reasonable. The rates tendered and accepted will form part of the Contract.

Unless otherwise identified in Preliminaries Clause – **Application of Provisional Rate Amounts**, the rates tendered and accepted will apply from 0% to 200% of the quantities shown.

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 instructed to proceed.

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 associated quantity. Calculate the total of the Provisional Rate Amounts.

Each tendered rate must allow for:

* associated overhead costs (both on-site and off-site) but not overhead costs for delay and disruption. Entitlements for extensions of time and for delay and disruption are dealt with in accordance with the Contract;
* Profit; and
* GST.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ItemNo.** | **Description** | **Quantity** | **Unit** | **Rate** | **Amount** |
|  |  |  |  |  |  |
| 1**.** | » | » | » | $ ……... | $ .................. |
| 2 | » | » | » | $ ……... | $ .................. |
|  | **Total of Provisional Rate Amounts** | **$** .................. |

End of Schedule of Provisional rate amounts

## Schedule of Mandatory Alternative Tenders

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

if this schedule is deleted, also delete Subclause – MANDATORY 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 – **Mandatory 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** |
|  |  |  |
| » | » | $ ..……………. |

End of table 2

End of Schedule of mandatory Alternative Tenders

## 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** |
|  |  |  |
| » | » | $ ………….…. |

end of schedule of optional Additional work

## Schedule of Weighted Non-Price Criteria Information

Delete this schedule unless:

* SubClause – Weighted Non-Price Evaluation Criteria in conditions of tendering Clause – Evaluation of tenders is used; or
* it is useful for the schedule to be modified for a (non-weighted) Non-Price Evaluation by removing ’Weighted’ from text.

If a two-envelope system is being used for the tendering process, add ‘- in envelope 1’ to the note below.

(SUBMIT WITH TENDER FORM)

List or reference all information submitted for use in the evaluation of the non-price criteria identified in Subclause - **Weighted Non-Price Evaluation** in Conditions of Tendering Clause – **Evaluation of Tenders**. Attach the relevant information.

List all weighted non-price criteria as included in Conditions of Tendering Clause – evaluation of Tenders, Subclause - Weighted Non-Price Evaluation. Ensure they are also included in the Tender Evaluation Plan.

modify the table by inserting or deleting rows, as required.

|  |  |
| --- | --- |
| **Weighted Non-Price Evaluation Criteria** | **Information provided to address the Criteria** |
|  |  |
| 1. » | **…………………………………………….** |
|  | **…………………………………………….** |
|  | **…………………………………………….** |
|  |  |
|  |  |
| 2. » | **…………………………………………….** |
|  | **…………………………………………….** |
|  | **…………………………………………….** |
|  |  |
|  |  |
| 3. » | **…………………………………………….** |
|  | **…………………………………………….** |
|  | **…………………………………………….** |
|  |  |

end of schedule of weighted non-price criteria

## 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 when requested)

#### 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 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: | ………………………………………………………… |

End of schedule of Design and documentation resources

## Schedule of Technical Data

Delete this schedule unless conditions of tendering clause – technical data is used.

Keep the number of items to a minimum and only ask for information which is required for tender evaluation.

Do not ask for confirmation of compliance with contract requirements.

If the Technical Data 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 WHEN REQUESTED)

Insert the information required for the items listed. Provide manufacturer’s product data with illustrations, if necessary, to fully describe the tenderer’s offer.

List specific items for which information is sought.

modify the table by inserting or deleting rows, as required.

|  |  |
| --- | --- |
| **Item** | **Tenderer’s offer** |
|  |  |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |
| » | ………………………………………… |

end of schedule of Technical Data

## Schedule of Quality Management Information

(SUBMIT WHEN REQUESTED)

delete this schedule unless conditions of tendering Clause – quality management is used.

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);* **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.

End of schedule of quality Management Information

## Schedule of WHS Management Information: Part A

If a two-envelope system is being used for the tendering process, add ‘- in envelope 1’ to the note below.

(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 two (2) 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** |
|  |  |  |  |  |
| ………….. | ………………………………. | ………… | ………… | ………… |
| ………….. | ………………………………. | ………… | ………… | ………… |
| ………….. | ………………………………. | ………… | ………… | ………… |
| ………….. | ………………………………. | ………… | ………… | ………… |

#### 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 two (2) 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 |
| ……………………………………………. | …………………………………………… |
| ……………………………………………. | …………………………………………… |
| ……………………………………………. | …………………………………………… |
| ……………………………………………. | …………………………………………… |

End of schedule of Whs Management Information – part a

## Schedule of WHS Management Information: Part B

(SUBMIT WHEN REQUESTED)

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

#### Additional Evidence of Satisfactory WHS Management

|  |
| --- |
| Submit the following additional information for each of the three contracts/projects nominated in the list submitted by the tenderer in the Tender Schedules – **Schedule of WHS Management Information – Part A**, Subclause – **Evidence of Satisfactory WHS Management**: |

Include either option 1 or option 2 and delete the option that does not apply.

Use Option 1 if the contract is valued at $500,000 or more.

Use option 2 if the contract is valued at less than $500,000.

option 1

|  |  |
| --- | --- |
| a) | a client referee report (which may be a NSW Government Agency Contractor Performance Report) commenting on the tenderer’s performance in relation to safety management, identifying the referee’s name, position, organisation, and 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; **or** other similar evidence. |

end of option 1

option 2

|  |  |
| --- | --- |
| a) | a client referee report (which may be a NSW Government Agency Contractor Performance Report) commenting on the tenderer’s performance in relation to safety management, identifying the referee’s name, position, organisation, and contact details; **and a copy of:** |
| b) | a third-party audit report or internal audit report; **or**  |
| c) | a Site safety inspection report; **or**  |
| d) | a safety management plan; **or**  |
| e) | three (3) safe work method statements; **or**  |
| f) | minutes of three (3) toolbox meetings. |

end of option 2

#### Hazardous Substances

Delete THIS REQUIREMENT AND THE ABOVE HEADING unless:

* hazardous substances such as asbestos are identified In the rft; or
* the project manager considers it necessary.

|  |
| --- |
| Submit details of proposed: |
| i) | methods for surveying for hazardous substances; |
|  ii) | methods for handling and removal from the Site of hazardous substances; and |
| iii) | consultants and subcontractors and licence details. |

#### Demolition

Delete THIS REQUIREMENT AND THE ABOVE HEADING unless:

* the estimated value of demolition works plus the estimated value of salvageable material exceeds $250,000; or
* the demolition works pose a significant risk to people and property.

|  |
| --- |
| 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. |

End of Schedule of WHS Management Information – PART B

## Schedule of Environmental Management Information: Part A

If a two-envelope system is being used for the tendering process, add ‘- in envelope 1’ to the note below.

(SUBMIT WITH TENDER FORM)

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

a tenderer must submitted a site-specific environmental management plans acceptable to the Principal in accordance with the EMS Guidelines 4th Edition.

#### Evidence of Satisfactory Environmental Management

|  |
| --- |
| Nominate at least three contracts/projects completed within the last two years that demonstrate successful environmental management 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** |
| ………….. | ………………………………. | ………… | ………… | ………… |
| ………….. | ………………………………. | ………… | ………… | ………… |
| ………….. | ………………………………. | ………… | ………… | ………… |
| ………….. | ………………………………. | ………… | ………… | ………… |

#### 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 two (2) 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 |
| ……………………………………………. | …………………………………………… |
| ……………………………………………. | …………………………………………… |
| ……………………………………………. | …………………………………………… |
| ……………………………………………. | …………………………………………… |

End of Schedule of ENVIRONMENTAL Management Information – PART A

## Schedule of Environmental Management Information: Part B

(SUBMIT WHEN REQUESTED)

Delete this schedule if option 1 of conditions of tendering Clause – Environmental management has been deleted.

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

#### Implemented Environmental Management Plan

|  |
| --- |
| Submit copies of two 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 (2) years. |

#### Environmental Management Objectives and Measures

|  |
| --- |
| Submit details of: |
| i) | the environmental management objectives proposed for the work under the Contract; |
| ii) | the key environmental management actions proposed for the work under the Contract; and |
| iii) | the persons who will be responsible for managing the actions proposed. |

End of Schedule of ENVIRONMENTAL Management Information – PART B

## Schedule of Aboriginal Participation Information

delete this schedule unless conditions of tendering Clause – aboriginal participation is used.

note If aBORIGINAL pARTICIPATION INFORMATION WILL BE USED IN A SCORED PRICE/ NON-PRICE EVALUATION:

* it is recommended the relevant requirements the GC21 Schedule of Aboriginal Participation Information be included in option 1 and used for EVALUATION. the conditions of tendering clause may also require amendment.
* 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 WHEN REQUESTED)

Submit the documents and information specified below. Refer to Conditions of Tendering Clause – **Aboriginal Participation**.

Include either option 1 or option 2 and delete the option that does not apply.

Use Option 1 where the agency wishes to PROMOTE ABORIGINAL PARTICIPATION IN THE CONTRACT and option 2 in the tendering Clause – aboriginal participation has been deleted.

Use option 2 where tenders are being called only from aboriginal businesses and option 1 in tendering Clause – aboriginal participation has been deleted.

option 1

Provide a plan of the activities to be carried out for this Contract and details of any activities successfully undertaken previously with regard to:

1. direct employment of Aboriginal people in planning, design or delivery;
2. employment of Aboriginal people through a recognised group training or labour hire company; and
3. purchasing from recognised Aboriginal businesses.

Note that purchasing from an Aboriginal business may include engagement of an Aboriginal business as a subcontractor and/or the use of Aboriginal businesses in the Tenderer’s supply chain.

end of option 1

option 2

#### Evidence of an Aboriginal Business

Attach details and documented evidence of:

1. registration as an Aboriginal Business by Supply Nation, the NSW Indigenous Chamber of Commerce or a similar acceptable indigenous business verification organisation, including currency of registration and period of time the business has been so registered;
2. evidence of at 50 per cent Aboriginal or Torres Strait Islander ownership of the company owning the business; and
3. the number and percentage of current employees who are Aboriginal or Torres Strait Islander.

end of option 2

End of Schedule of Aboriginal participation information

## 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; andvi) 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; andiv) 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. |

delete the following numbered paragraphs (5-11) unless the contract is valued at $250,000 or more.

|  |  |
| --- | --- |
| 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. |

End of schedule of Financial Assessment Information

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

If a two-envelope system is being used for the tendering process, add ‘- in envelope 1’ to the note below.

(SUBMIT with Tender Form)

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

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:
2. comply with the Code and NSW Guidelines;
3. maintain adequate records of compliance with the Code and NSW Guidelines (including by contractors);
4. allow NSW Government authorised personnel to:
5. access the sites and premises;
6. monitor and investigate compliance with the Code and NSW Guidelines;
7. inspect any work, material, machinery, appliance, article, or facility;
8. inspect and copy any record relevant to the Contract; and
9. 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.
2. Declaration by tenderer and authorised representative

#### 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.

end of schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines: Building and Construction Procurement

**END OF SECTION –TENDER SCHEDULES**