Commercial and Technical Response

Request for Quotation (RFQ)

RFQ Title Level 1 Essential Energy Works for the Warialda Truck Wash

RFQ Number GWY\_1819\_Q03

Issue Date 21st December 2018

This document contains the commercial response schedules to be completed and returned to Council as part of the Respondent’s submission.

|  |  |
| --- | --- |
| Detail to Include in Quotation | |
| Item | Detail |
| 1 | Price (specify lump sum or per unit & whether GST is included) |
| 2 | Discounts/Incentives |
| 3 | Product availability and delivery Conditions |
| 4 | Any other relevant details/conditions relating to the supply of goods |
| 5 | Warranties/Guarantees offered on goods |
| 6 | The successful supplier will be required to effect and maintain insurance policies in the following sums:   * Workers Compensation (Statutory and common law liability for death or injury to persons employed by the contractor); * Public Liability Insurance in the sum of at least $20,000,000 in respect of any one occurrence. All respondents and must be registered with Statewide Mutual’s Contractor Insurance Management System (CIMS) and have all applicable insurances up to date; * Products Liability Insurance which covers all Vehicles, Plant, Products and Materials * Comprehensive Motor Vehicle and CTP Insurance required for all vehicles to be used on worksite and/or to be driven on Public Access Roads; and * Works Insurance as per Part 2. |
| 7 | The successful supplier will be required to provide documents and information listed below prior to commencement:   * Financial statements for last 3 (three) years for the entity * Builders Licence * References from similar jobs * Details of key personnel and experience * Details of sub-contractors to be engaged * Safety Management Plan * Environmental Management Plan * Risk Management Plan |

|  |  |
| --- | --- |
| Respondent’s Information | |
| Company Name |  |
| ABN |  |
| Business Address |  |
| City / Town |  |
| State |  |
| Post Code |  |
| Office Phone |  |
| Email Address |  |
| Website |  |
| Respondents Contacts Detail |  |
| Name |  |
| Mobile Phone |  |
| Office Phone |  |
| Email Address |  |

* 1. Ownership

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

|  |
| --- |
| Response – Ownership Details |
|  |

* 1. Overview and History

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

|  |
| --- |
| Response – Overview and History |
|  |

* 1. Compliance with Acts and Regulations

The Respondent warrants that it has NOT, within 5 (five) years prior to submitting the Submission, been found to have breached any Act or Regulation which breach might be considered contrary to the values set out in the RFQ document or the Council. If you have NOT breached the act, answer “No”. The list below includes without limitation the following Acts. Has the Respondent breached the:

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

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

# Statement of Conflict of Interests and Fair Dealings

* 1. Conflicts of Interest: ICAC Guidance

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

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

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

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

* 1. Pecuniary Interests

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

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

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

* 1. Non-pecuniary Interests

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

* 1. How Should Conflicts be Resolved?

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

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

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

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

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

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

# Statement of Threatened or Pending Litigation

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

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

This Statement of Threatened or Pending Litigation is to be attached to the Respondents response to this RFQ.

# Proposed Construction Program

Summarise the key/milestone dates for the construction in the below table.

|  |  |  |  |
| --- | --- | --- | --- |
| Task/ Milestone | Details | Commencement Date | Completion Date |
| **Investigation** |  |  |  |
| **Mobilisation** |  |  |  |
| **Construction (Individual Stages/Structures)** |  |  |  |
| **Practical Completion** |  |  |  |
| **Site Clean-up** |  |  |  |

# Schedule of Prices

# This schedule may be used for the purpose of progress claim assessment and as a basis for negotiations for variations under the contract. It does not form part of the specification or scope of work.

The Respondent shall be responsible for the completion of all contract activities and this schedule shall not restrict completion. Line items against which no amounts are stated, whether quantities or rates are given or not, shall be regarded as covered by other line items in this schedule.

This schedule shall be read in conjunction with all other parts of the contract.

***Note: All pricing is to remain fixed for the period of the contract, not subject to rise & fall and be inclusive of GST.***

# Option 1 Tender Form A - Submission Information

|  |  |  |
| --- | --- | --- |
| For | Electrical Services | |
| This submission will be deemed non-compliant and will not be accepted unless the following completed Forms are submitted as part of the tender:   * A: Respondent Information, * B: Electrical Installation Works (Developer Funded) * C: Compulsory Network Fees   I/We, the undersigned, hereby tender the following sum to complete the works in accordance with the Specification and Drawings | | |
| 1. **Electrical Installation Works:**   **Part B: Developer Funded** | | $ |
| 1. **Compulsory Network Fees**   **Part C** | | $ |
| 1. **Total Fixed Lump Sum** | | $ |
| 1. **Goods and Services Tax** | | $ |

|  |  |
| --- | --- |
| Rate per cubic metre for rock excavation | $ |

Addenda

We acknowledge receipt of each Addendum to the Specification as listed below and confirm that the costs associated with each of these have been included in the above Tender Price.

|  |  |
| --- | --- |
| List each addendum number received: |  |
|  |  |
|  |  |
|  |  |

# Form B - Electrical Installation Works Developer Funded

The total tender price for the Electrical Services Installation Works for Essential Energy Project **116218** comprises services including but not limited to those listed in the following Schedule.

Please specify any Services not included in the Schedule which are typical of this Essential Energy Construction.

| **Service** | **Total Price**  ***(Excl. GST)*** |
| --- | --- |
| *Developer to Fund* | $ |
| Supply 22kV 100 kVA pole mount substation including:   * LV fuse switch 400A and LV 125A fuse | $ |
| Supply and Install 14m 6kN pole 2.2m Deep, Plain Footing | $ |
| Supply and install small delta 3ph composite fibre cross arm | $ |
| Install 22kV 3ph 100 kVA Pole Mount transformer | $ |
| Install pole substation service to distribution substation | $ |
| Install separate earthing in accordance with earthing design as per CEOM7207/05 | $ |
| Survey and set out | $ |
| Traffic control | $ |
| Other services not included above (to be nominated) | $ |
|  |  |
|  |  |
|  |  |
| **Subtotal** | **$** |

# Tender Form C – COMPULSORY NETWORK FEES

The total tender price for the Compulsory Network Fees for **Essential Energy Project 116218** comprises the following:

| **Network Service** | **Quantity** | **Rate** | **Total Price**  ***(Excl. GST)*** |
| --- | --- | --- | --- |
| Inspection of service work (level 1) |  |  | $ |
| Access Permit |  |  | $ |
| Substation commissioning |  |  | $ |
| Notice of arrangement |  |  | $ |
| Access to Network Assets |  |  | $ |
| Administration |  |  | $ |
| Other services not included above  (to be nominated) |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| **Subtotal** | | | **$** |

# Statement of Compliance

Lodgement of a Submission will itself be an acknowledgement, the Respondent

A is submitting a proposal and offers to carry out the services named, shown and described in the RFQ;

B. has detailed any and all departures, clarifications and assumption in the table provided; and

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

|  |  |
| --- | --- |
| Respondent’s Statement | |
| "I certify that this submission is made without prior understanding, agreement or connection with any corporation, firm or person submitting a submission for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorised to sign this submission for the Respondent.” | |
| Respondents Authorised Representative Name |  |
| Date |  |
| Quotation Total (Inc. GST) |  |
| Respondents Authorised Representative Signature |  |

*END OF PART 4*