

Minor Physical Works and Services

Tender Form



Work:

Contract no:

To: Transport for NSW (TfNSW)

1. Our Offer

We offer to carry out the Contracted Work in accordance with the Tender Documents for the price and/or rates and prices set out in the Pricing Schedule(s) as adjusted from time to time in accordance with the Contract.

2. Tender Documents

The Tender Documents are:

- .1 This Tender Form.
- .2 The Pricing Schedule(s) completed and submitted by us.
- .3 The Interpretation Guide.
- .4 The Conditions of Standing Offer (if the Contract is a Work-as-Ordered Contract).
- .5 The Terms for Contracted Work.
- .6 The Contract Schedule issued by TfNSW for this Tender.
- .7 The Specification(s) issued by TfNSW for this Tender.
- .8 Drawings (*if applicable*)
- .9 Addenda issued by TfNSW during the tender period.

3. Acknowledgement of Addenda

We acknowledge that we have received the addenda listed in the schedule to this document and that we have taken them into account in preparing this Offer.

4. Compliance with Code of Practice for Procurement and Implementation Guidelines

We agree to comply with the NSW Government's Code of Practice for Procurement (NSW Code) and the New South Wales

5. Sharing of information between Government Agencies

We authorise TfNSW to make information about our performance, claims record (both past, present and future) and financial affairs available to other NSW Government agencies, Local Government authorities and members of Austroads Incorporated.

We release TfNSW and all other agents of the Crown in right of New South Wales from claims and actions which we or a person claiming on our behalf may otherwise be entitled to make in connection with the sharing of information.

6. Collusive arrangements

6.1. Our warranties

We warrant that:

- .1 We are not aware of any other tenderer's tender price.
- .2 We have not directly or indirectly communicated our tender price to another tenderer.
- .3 Except as disclosed in a statutory declaration lodged with the tender, we have not entered into a contract, arrangement or understanding with anyone in connection with this Tender to the effect that a successful tenderer will pay money to or confer a benefit upon an unsuccessful tenderer or a trade or industry association (above the published standard fee).
- .4 We have not entered into a contract, arrangement or understanding which may have or is likely to have an anti-competitive effect or an adverse effect on the probity of the tender process in connection with this Tender.
- .5 Our Tender Price does not include an allowance on account of any such contract, arrangement or understanding.

6.2. Obligations regarding money or benefits received

We agree that money or the monetary value of a benefit received by us from another tenderer in connection with this Tender belongs in equity to TfNSW and is immediately payable to TfNSW.

6.3. Obligation to notify

We must immediately notify TfNSW if we receive or are offered money or another benefit from another tenderer in connection with this Tender.

7. Offer open for acceptance for 60 days

Our offer is firm and binding and may be accepted by TfNSW at any time within 60 days after the closing date for Tenders.

8. Consideration for this offer

The offer and warranties made in this Tender Form are made in consideration of the TfNSW's promise to consider the offer in accordance with the Request for Tender and the administrative time and expense to TfNSW in so doing.

9. Aboriginal Participation in Construction

We agree to comply with the NSW Government *Policy on Aboriginal Participation in Construction* and will provide:

- on request:
 - an Aboriginal Participation Plan, which must comply with the Policy;
 - evidence of its ability to meet the obligations under the Policy on the Contract;
 - details of its Aboriginal participation in construction performance outcomes on other TfNSW or NSW Government contracts; and
 - proposed exclusions for determining the minimum aboriginal participation spend, and
- if successful and where required by the Contract, the Aboriginal Participation Reports, at the times specified in the Contract.

Schedule to Tender Form

(This schedule may be produced electronically by the Tenderer for ease of completion)

Tenderer's name

[Must include ACN or ABN if applicable]

.....

Address of Tenderer for service of notices

[If a post box address is given, a street address must also be given]

.....

.....

.....

Lump sum price (if Tender Price is lump sum or includes a lump sum)

[Delete this item if the tender is for a schedule of rates only contract. Only include lump sum component of the price if the tender is for a combined lump sum/schedule of rates contract - don't include combined total]

..... dollars

and.....cents(\$.....),

which is the total amount shown in the Schedule of Prices

(Lump sum must always equal the total amount shown in the Schedule of Prices)

Addenda received and taken into account

[Tenderer to insert number and date of each Addendum]

Addendum no.

Date

Tenderer's signature

Signed for and on behalf of the Tenderer by its authorised signatory
in the presence of:

.....
Witness

.....
Authorised signatory

.....
Name (print)

.....
Name (print)

.....
Position title (print)

Date: