**Quotation – TEN230628DJ**

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| --- | --- |
| **Project:** | Installation of a concrete footpath along Limerick Street, Coonamble |
|  |  |
| **Location:** | Limerick St, Coonamble (from Macdonald Park to Edward St, Coonamble) |
|  |  |
| **Closing Date:** | 10am, Wednesday, 28 June 2023 |

**Supplier Details:**

Your Name

Your ABN/CAN/ARBN

Your Address

Your Phone Number

Your Email Address

**Safety and Insurances (please click the appropriate responses): (assessed as Management)**

*Note: Quotations not including proof of insurances and a formalised, systematic approach to workplace safety will not be considered.*

A Certificate of Currency for Public Liability Insurance is attached? Yes

A Certificate of Currency for Workers Compensation Insurance is attached? Yes

A Safe Work Method Statement or Work Health and Safety Management Plan is attached? Yes

A Certificate of Currency for Professional Indemnity Insurance is attached (if relevant)? Yes

A Certificate of Currency for Product Liability Insurance is attached (if relevant)? Yes

**TOTAL COST:\* (assessed as Total Price)**

|  |  |  |
| --- | --- | --- |
| *Cost* | *GST* | *Total* |
| $Type cost (excluding GST) here. | $Type GST value here. | $**Add total here.** |

\*Note that 10% of the total contracted price will be held as security by Coonamble Shire Council, for a period of 12 months from the completion date, to cover any agreed costs associated with repair of the project outputs due to faulty materials and/or workmanship that become evident during that 12-month period. Any residual amount will be paid to the supplier upon their presenting an invoice for the residual amount after 12 month period has been completed.

**Locally sourced labour, materials and services (to be completed by outside suppliers only):**

If your business is located outside the Coonamble Local Government Area, please specify any labour and/or materials and/or services you will source from within the Coonamble Local Government Area, the potential supplier and cost (before GST).

|  |  |  |
| --- | --- | --- |
| *Labour or Materials* | *Potential supplier within the Coonamble LGA* | *Cost (excluding GST)* |
| 1. Click or tap here to enter text. | Click or tap here to enter text. | $Type cost (excluding GST) here. |
|  |  |  |
| 2. Click or tap here to enter text. | Click or tap here to enter text. | $Type cost (excluding GST) here. |
|  |  |  |
| 3. Click or tap here to enter text. | Click or tap here to enter text. | $Type cost (excluding GST) here. |
|  |  |  |
| 4. Click or tap here to enter text. | Click or tap here to enter text. | $Type cost (excluding GST) here. |
|  |  |  |
| 5. Click or tap here to enter text. | Click or tap here to enter text. | $Type cost (excluding GST) here. |

Preferred schedule of payments, based on key milestones or deliverables (including GST):

|  |  |  |  |
| --- | --- | --- | --- |
| *Milestone Description* | *Cost* | *GST* | *Sub-Total* |
| Click or tap here to enter text. | $Type cost (excluding GST) here. | $Type GST value here. | $Add sub-total here. |
| Click or tap here to enter text. | $Type cost (excluding GST) here. | $Type GST value here. | $Add sub-total here. |
| Click or tap here to enter text. | $Type cost (excluding GST) here. | $Type GST value here. | $Add sub-total here. |
| Click or tap here to enter text. | $Type cost (excluding GST) here. | $Type GST value here. | $Add sub-total here. |
| Click or tap here to enter text. | $Type cost (excluding GST) here. | $Type GST value here. | $Add sub-total here. |
|  |  | ***TOTAL*** | $**TOTAL column here.** |

**Previous experience: (assessed as Experience and capacity)**

Evidence of previous, similar projects, completed by the supplier, are attached? Yes

*(Descriptions of project location, client and work undertaken, along with clearly labelled and described photographs, should be submitted).*

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| --- | --- |
| I commit to providing sufficient human resources, machinery, procured items and other inputs as required to work the project without interruption. | YES  NO |

**Project duration: (assessed as Approach/Methodology)**

The estimated total duration (in days or weeks), **from start of work to completion** is:

|  |  |
| --- | --- |
| *Duration* | *Units* |
| Number. | Choose an item. |

If relevant, the timing of significant milestones (measured from project start) is:

|  |  |  |
| --- | --- | --- |
| *Milestone Description* | *Estimated delivery from Project Start* | *Units* |
| Click or tap here to enter text. | Number. | Choose an item. |
| Click or tap here to enter text. | Number. | Choose an item. |
| Click or tap here to enter text. | Number. | Choose an item. |
| Click or tap here to enter text. | Number. | Choose an item. |
| Click or tap here to enter text. | Number. | Choose an item. |

|  |  |
| --- | --- |
| I have attached a project plan, schedule or timeline, showing relationships between summary/significant tasks (and their durations). | YES  NO |

How will you reduce the impact to the completion date of any potential delays associated with the delivery of procured items and other uncertainties, such as rain events, machinery breakdowns, issues with sub-contractors, etc?

Click or tap here to enter text.

**Supply: (assessed as Management)**

The following warranties and guarantees apply to products used and services provided.

List warranties and guarantees here and to which products they apply.

|  |  |
| --- | --- |
| I confirm that before undertaking any physical work in relation to this project, if successful, I will obtain asset plans and details on the location of services using the Dial-Before-You-Dig service. | YES  NO |

**Disclosure of sub-contractors to be engaged: (assessed as Management)**

Please specify any sub-contractor(s) to be engaged in the fulfilment of this Quotation.

*Kindly refer to the Terms and Conditions relating to the engagement of sub-contractors in Schedule A (below).*

Sub-contractor 1 Name

Sub-contractor 1 ABN/CAN/ARBN

Sub-contractor 1 Address

Sub-contractor 1 Phone Number

Sub-contractor 1 Email Address

Sub-contractor 2 Name

Sub-contractor 2 ABN/CAN/ARBN

Sub-contractor 2 Address

Sub-contractor 2 Phone Number

Sub-contractor 2 Email Address

*(Please attach similar details of any further sub-contractors to be engaged.)*

**Assessment and Acknowledgement:**

This quotation will be assessed according to the following stages and criteria:

*Stage 1: Safety compliance*

* Proof of insurances supplied 🡪 to Stage 2 of assessment.
* No proof of insurances 🡪 No further consideration.
* Proof of a formalised, systematic approach to workplace safety supplied 🡪 to Stage 2 of assessment
* No proof of a systematic approach to workplace safety 🡪 No further consideration.

*Stage 2:*

|  |  |
| --- | --- |
| Total Price**\*** | 40% |
| Experience and capacity  (evidence of previous experience, capacity to commit to work the project without interruption) | 20% |
| Approach/Methodology  (Evidence of an aggressive but achievable project plan, that will deliver the project by the requested completion date, that explicitly takes into account uncertainty and unforeseen delays). | 20% |
| Management  (Evidence of a Risk Matrix or Risk Management Plan, the applicability of your Safe Work Method Statements to the nature of the work in the project, | 20% |

***\**** *Council has a Local Preference Procurement Policy and it impacts how the price component of your submission will be assessed.*

*If your business address is within the Coonamble Local Government Area, the net price (before GST) you quote in your submission will be assessed as if it were 10% cheaper. Council will still pay you according to your quoted price, if you are chosen as the preferred supplier.*

*If your business address is located outside Coonamble Local Government Area, during the assessment process, the net price for any goods or services you source from within the Coonamble Local Government Area will be assessed as if they were 10% cheaper – provided the net price quoted for these is at least one-quarter (25%) of your total quoted net price. Council will still pay you according to your quoted price, if you are chosen as the preferred supplier. It is important then to show, when completing your submission: (1) your total net price and (2) the total net price of all Coonamble LGA-sourced goods and services.*

**I acknowledge:**

* **Coonamble Shire Council’s general terms and conditions for the supply of goods and/or services (as specified in Schedule A, below),**
* **That my quotation will be assessed in relation to other submissions according to the above stages and criteria, and**
* **That 10% of the total contracted price will be held as security by Coonamble Shire Council, for a period of 12 months from the completion date, to cover any agreed costs associated with repair of the project outputs due to faulty materials and/or workmanship that become evident during that 12-month period; and that any residual amount will be paid to the contracted supplier upon presentation of an invoice for the residual amount after 12 month period has been completed.**

**(please check** YES **)**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A:** **Coonamble Shire Council’s General Terms and Conditions**

**for the Supply of Good and/or Services**

|  |  |
| --- | --- |
| INVOICE/QUOTE  PRICE | The Price of goods or services includes:  1. All taxes, duties and other imposts for which the Supplier is liable; and  2. All amounts payable for the use of patents, copyright, registered designs, royalties, trademarks and other intellectual property rights. |
| GOODS | All goods supplied pursuant to this Request for Quotation shall be new and unused unless otherwise specified. |
| SERVICES | All services provided pursuant to this Request for Quotation shall be in accordance with the Scope of Works. The Supplier shall indemnify  Coonamble Shire Council against all suits, claims and actions arising in any way whether directly or indirectly for the performance of the  services. |
| TERMS OF  PAYMENT | Payment will be made only on a correctly rendered invoice. Invoices which fail to correctly quote the Purchase Order number or are  otherwise incorrect may be returned unpaid. Payment is due 30 days from receipt of invoice or acceptance of goods and/or services,  whichever is later. Early settlement will be considered for discounts offered but without prejudice to the standard 30-day payment period.  Payment is in accordance to the milestone payments set out in the supplier’s schedule of payments. |
| PACKAGING &  MARKING | All goods must be suitably packed at the Supplier's expense to ensure delivery in good order and condition. Each item shall be marked  indicating Coonamble Shire Council’s order number and full delivery point details. |
| PRICE VARIATIONS | No price variations will be accepted, once the supplier has been contracted, unless the Supplier has notified the Contact Officer, and the Delegated Authority has accepted the variation. |
| SPECIFICATION | All goods or services supplied against the Request for Quotation shall be free from defects in materials and workmanship and be at least of  merchantable quality and shall conform to any specifications and descriptions set out on the Supplier’s response to the Request for  Quotation. |
| DELIVERY | All goods or services are to be delivered at the time and place detailed in the Supplier’s response to the Request for Quotation. Delivery  will be Free Into Store unless otherwise specified. |
| INSPECTION &  ACCEPTANCE | All goods are subject to check and inspection before acceptance, which shall take place at Coonamble Shire Council’s delivery point and  the Coonamble Shire Council may reject any goods supplied incorrectly, damaged in excess of quantities specified on Supplier’s response to the Request for Quotation, or otherwise found not to be in accordance with these terms and conditions. If Coonamble Shire Council rejects any goods, the Supplier must, at no expense to Coonamble Shire Council, remove the goods and, at Coonamble Shire Council’s sole discretion:  1. Replace the rejected goods;  2. Refund any payment for the rejected goods; or  3. Repair the goods to the satisfaction of Coonamble Shire Council. |
| CANCELLATION | Coonamble Shire Council reserves the right to cancel the acceptance of this Request for Quotation in whole or in part if delivery is not  made by the due delivery date specified in the Supplier’s response or if the Supplier is in breach of any other term or condition of the  Request for Quotation or if the Supplier becomes insolvent or any formal action is taken against the Supplier in respect of insolvency. |
| TITLE AND RISK | Risk of loss or damage to goods and title shall pass to Coonamble Shire Council on acceptance by Coonamble Shire Council. |
| INDEMNITY –  INTELLECTUAL  PROPERTY RIGHTS | The Supplier indemnifies Coonamble Shire Council against all loss, damage or expense arising in respect of any action or claim for  alleged infringement of any patent, copyright, registered design, royalty, trademark or any other intellectual property rights, by reason of  the purchase, possession or use of the goods. |
| HAZARDOUS  MATERIALS | The Supplier shall provide material safety data sheets for any hazardous substances to be supplied for this project. |
| ASSIGNMENT | The Supplier must not, without consent in writing from Coonamble Shire Council, assign the Supplier's rights under the Contract. |
| APPLICABLE LAW | The Project will be governed by and construed in accordance with the laws in force in New South Wales. |
| ENTIRE  AGREEMENT | These terms & conditions constitute the entire agreement of the parties in relation to purchase of the goods or services specified in this  Request for Quotation and all other agreements warranties and representations are excluded, except for:  1. Any request for quotation issued by Coonamble Shire Council in relation to the goods or services; or  2. Any formal contract executed by both parties prior to the date of acceptance of this quotation. |
| WORK HEALTH  AND SAFETY | The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health  and safety of persons at risk. The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate  activities with all persons who have a work health and safety duty in relation to the same matter. The Supplier must provide the Customer  with a written report on all work health and safety matters referable to the conduct of the Services or provisions of the Goods if requested. |
| SUBCONTRACTORS | Subcontractors not mentioned at the time of quotation require approval from Coonamble Shire Council. Subcontracting of any part of, or the entire Supplier’s obligations on acceptance, will not relieve the Supplier from any of its obligations upon the Acceptance of this Quotation. The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services upon the Acceptance of this Quotation. The Supplier acknowledges that the Customer may be required to disclose publicly such information.  The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier’s obligations upon  Acceptance of this Quotation, imposes on the Subcontractor the same obligations that the Supplier has upon the Acceptance of this  Quotation. At the Customer’s request, the Supplier, at no additional cost to the customer, must promptly remove from involvement any  Subcontractor that the Customer reasonably considers should be removed. |
| EARLY WARNING | Each party must promptly inform the other if it becomes aware of anything that is likely to affect the time for completion, or the cost or the required quality of the deliverables. This must be given in writing. |
| LICENCES AND  APPROVALS | During the Warranty Period for the Goods, the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to Customer. The Supplier must provide the Customer with all relevant third-party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer’s warranties in respect of the Goods it has manufactured and supplied. |
| VALIDITY OF THE QUOTATION | Quotations will be valid for the period specified by the supplier. For projects that are grant-funded, and where there may be a delay of three to four months between the preparation of the original quotation and allocation of funding, suppliers will be requested to update quotations before a final determination is made. |
| WORKMANSHIP | To the extent that the standard of workmanship is not specified in the Request for Quotation, it must comply with the applicable industry  standards, including (without limitation) the Building Code of Australia and any applicable Australian Standards and be fit for purposes for  which they are required. |
| KEY  PERSONNEL | The Supplier must ensure that the Key Personnel set out in the Quotation perform the part of the Services specified in that item. The Supplier must ensure that Key Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer’s written consent will not be unreasonably withheld. |
| TERMINATION | In addition to any other rights either party has upon acceptance of the Quotation, the Customer acting in good faith, may at any time  terminate the project or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party. |