

FW: 05 Request for Tenders (3).doc

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From: DUBOIS Alexandre
Sent: Wednesday, 6 September 2017 11:51 AM
To: 'Chehoud, Nathan'
Subject: 05 Request for Tenders (3).doc

Minor Physical Works and Services

Request for Tenders



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ROADS AND MARITIME SERVICES (RMS)

Minor Physical Works and Services

Request for Tenders

1. Notice to Tenderers

1.1 Description of tender

Roads and Maritime Services (RMS) seeks tenders for the Contracted Work described in the Tender Documents.

1.2 NSW Government Code of Practice for Procurement and Implementation Guidelines

Terminology

- .1 The New South Wales Government's Code of Practice for Procurement (NSW Code) and the New South Wales Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (NSW Guidelines) apply to the project the subject of this procurement process.
- .2 Terms used in this section 1 of this procurement process (under the heading NSW Code and Implementation Guidelines) have the same meaning as is attributed to them in the NSW Guidelines (as published by the NSW Treasury in July 2013).

Primary obligation

- .3 By submitting a response to this procurement process, the tenderer acknowledges and agrees that it:
 - is aware that the NSW Code and NSW Guidelines apply to the project;
 - is taken to have read and understood the NSW Code and NSW Guidelines and the obligations they impose;
 - will comply with the NSW Code and NSW Guidelines on this project, which includes, but is not limited to giving access to authorised personnel to inspect any work, material, or machinery, inspect and copy any record relevant to the project, and interview any person;
 - will agree, if successful in this procurement process, to contractual terms that give effect to the NSW Code and NSW Guidelines and mechanisms to ensure their compliance and enforcement; and
 - will comply with, and ensure all of its related entities (as defined in the NSW Guidelines) comply with, the NSW Code and NSW Guidelines in respect of any of their building and construction work (including any subsequent

privately funded work), on and from the date of submitting a response to this procurement process.

Cost, efficiency, productivity and workplace safety

- .4 The tenderer agrees that it must include in its response:
- for projects where the NSW Government or public sector body contribution is \$10million or more or is at least \$5million and represents at least 50 percent of the total construction project value, a Workplace Relations Management Plan and any other documents and information necessary to meet the requirements of section 6.1 of the NSW Guidelines;
 - a Work Health Safety 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
 - the Schedule of Compliance that is attached as Annexure CT5 to this Request for Tenders, properly executed by or on behalf of the tenderer.
- .5 The tenderer acknowledges that by submitting this response it agrees to RMS and the Construction Compliance Unit (CCU) taking any steps to investigate claims, statements and assertions made by the tenderer in any of the documents referred to above in paragraph .4 of this clause before any contract is awarded. The tenderer acknowledges and agrees to cooperate with RMS and the CCU in respect of the investigation of compliance with the NSW Guidelines and further agrees that that compliance is a mandatory requirement of the procurement process. The tenderer will allow authorised personnel to:
- access premises and sites controlled by the tenderer or its related entities;
 - inspect and copy relevant records and documents;
 - inspect any work, material, machinery, appliance article or facility; and
 - interview any person;
- as is necessary to investigate the claims, statements and assertions made by the tenderer in the response or to demonstrate the tenderer's current or, where relevant, past compliance with the NSW Code and NSW Guidelines during the procurement process.

Disclosure of information

- .6 Notwithstanding any other provision of the procurement process, the tenderer agrees and consents to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code and NSW

Guidelines, including the disclosure of details of past and present compliance to the NSW Code and NSW Guidelines, as varied from time to time, including whether or not sanctions have been imposed on a tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of New South Wales, including its agencies (including RMS), Ministers and the CCU (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.

Subcontractors etc

- .7 Where the tenderer proposes to subcontract the works, the tenderer agrees that it will ensure, through contract, that each subcontractor or consultant agrees to:
- the contractual promises in clauses paragraph .3 of this clause (Primary obligation) and paragraph .6 of this clause (Disclosure of information) in respect of the relevant subcontractor or consultant;
 - comply with the applicable plans and policies on the project referred to in clause paragraph .4 of this clause (Cost, efficiency, productivity and workplace safety); and
 - where a subcontractor or consultant is nominated in procurement process documents, that the nominated party cooperates with authorised personnel during the procurement process for the purposes outlined in paragraph .5 of this clause.

1.3 Other details

.1 Description of Work

Roads and Maritime Services aims to improve road safety for the heavy vehicle industry and the wider community through effective regulatory programs, and high quality compliance, enforcement and adjudication programs and systems.

The Heavy Vehicles Programs Branch of Roads and Maritime carries out enforcement, inspections and checks on heavy vehicles at sites throughout New South Wales.

The Heavy Vehicles Branch is seeking tenders from experienced and capable contractors for maintenance of their assets. These assets include Heavy Vehicle Safety Stations and on-road HV enforcement sites, Safe-T-Cam Sites, Average Speed Camera Sites and Over Height Detection Sites.

The locations of some of these sites can be found on the Roads and Maritime website using the following links:

Heavy Vehicle Safety Stations – click [here](#)

Safe-T-Cam Sites – click [here](#)

Average speed camera Sites – click [here](#)

The work at these sites will fall into one of the two following categories:

CATEGORY A

- *Civil work, such as earthworks, concreting, asphalt patching, installation or repair of safety barriers systems, boring works at HV sites, installation or repair of enforcement signage, and enforcement line marking. Specifically, the above scope is indicative of expected works for Heavy Vehicle enforcement programs, it is the program managers or equivalent expectations that all tenderers have a good understanding of the enforcement programs and its specific requirements.*
- *Fabrication and installation of steel roadside infrastructure and ad-hoc minor fabrication works required by the project manager used for enforcement programs, such as ASC (also known as point-to-point) cameras and Safe-T-Cams etc..*
- *Electrical work, including installation and maintenance of electrical supply and distribution for HV enforcement programs, communications, lighting, portable power supplies, ad-hoc minor electrical works required by the project manager at HV enforcement sites, maintenance of ITS equipment used at Heavy Vehicle Safety Stations and various HV enforcement sites around the state.*
- *Signage installation, comprising advisory and regulatory signs used for heavy vehicle programs including electronic signs used for HV enforcement sites.*

CATEGORY B

- *Procurement and maintenance of existing Weigh-in-Motion systems*
- *Procurement and Maintenance of PAT brand and HAENNI brand portable weighing scales and serviceable spare parts used by heavy vehicle inspectors, including calibration and annual verification.*
- *Procurement and Maintenance of weighbridges, including calibration and annual certification*
- *Procurement and Maintenance of MAHA and Nepean Transport brake testing equipment, including calibration and annual certification.*

IMPORTANT NOTE FOR CONSIDERATION CATEGORY B ONLY:

In relation to procurement of new category B systems, Roads and Maritime may consider brands not specified above if the tenderer

can demonstrate equal or superior performance, life expectancy and serviceability.

All work shall be carried out in accordance with the Roads and Maritime specifications as published on the website <http://www.rms.nsw.gov.au/business-industry/partners-suppliers/document-types/specifications/qa/index.html>

Current examples of some relevant specifications are included in the tender documents.

.2 Nature of Contract

The Contract is a Minor Works and Physical Services Work As Ordered Contract. This tender is a non-price tender.

.3 Documents

The following documents are relevant to this tender:

Request for Tenders

The Tender Documents

(A) Tender Form

(B) Terms for Contracted Work

(C) Instrument of Agreement

(D) Contract Schedule

(E) The Specifications as listed below:

- *G2-C41*
- *G10*
- *G22*
- *G36*
- *G38*
- *Q2 / Q4*
- *R53*
- *R71*
- *R101*
- *R116*
- *R132*
- *R142*
- *R143*
- *R173*
- *R201*
- *R300*
- *R302*
- *R304*
- *R311*
- *R312*
- *R319*
- *R320*
- *R321*

.4 Enquiries

General enquiries may be directed to Mr. Alex Dubois on 02 8849 0636

.5 Tender Lodgement Requirements

Tenders are to be enclosed in a sealed envelope, endorsed with "Tender for Contract No. 17.0000302935.1100" and the closing date.

Tenders are to be either:

placed in the Tender Box at the main entrance to the Roads and Maritime office at 99 Phillip Street, Parramatta NSW 2150;

or

Mailed to: - Tender Box

" Tender for Contract No. 17.0000302935.1100"

c/o Attention: Alex Dubois

Roads and Maritime Services

99 Phillip Street

PARRAMATTA NSW 2150

so as to be received before: 2:30pm Friday the 6th October, 2017.

Tenders submitted by facsimile or email will not be accepted. Tenders received after the closing time will be considered to be late, regardless of the time and date of posting. Attention is drawn to Section 5.2 of the NSW Government Code of Practice for Procurement in relation to receipt of tenders. RMS will consider late tenders in accordance with this section of the NSW Code.

.6 Contractor Performance Reporting

During the course of the Contract, the contractor's performance will be monitored against the specific scope of each work order. Substantiated reports of unsatisfactory performance may or may not result in future opportunities for NSW Government work being curtailed.

1.4 GST information

Information and requirements relating to the GST are set out in clause 7.2.

Please note in particular that special requirements apply to tenderers who are not registered for GST or who wish to enter into a Voluntary Agreement for withholding Pay As You Go taxation (refer clauses 7.2 and 8.4).

1.5 RMS statement of business ethics

You must comply with the RMS Statement of Business Ethics. Copies of the statement are available from the RMS' website.

<http://www.rms.nsw.gov.au/about/what-we-do/ethics/statement-business-ethics.html>

2. Summary of requirements for tender

2.1 Eligibility to tender

To be eligible to tender, you must:

- .1 Have a suitable WHS System if applicable (*see clause 3.1*), and
- ~~.2 Attend the Pre-Tender Meeting (if any) (*see clause 3.2*), and~~
- ~~.3 Attend the Site Inspection (if any) (*see clause 3.2*).~~
- .4 For Category A work, demonstrate that you have carried out similar work for Heavy Vehicle Enforcement programs for Roads and Maritime in the last twelve (12) months**
- .5 For Category B work, demonstrate that you have carried out similar work for Heavy Vehicle Enforcement programs for Roads and Maritime in the last twenty-four (24) months; or demonstrate that you have carried out similar work for another State Government Agency in the last twenty-four (24) months**

2.2 Lodging a conforming tender

To lodge a conforming tender, you must do all the things set out in the Conforming Tender Checklist attached to this document (please note tenders submitted by facsimile to RMS will not be considered).

2.3 Lodging an alternative tender

If you wish to lodge an alternative tender, you must also lodge a conforming tender and provide the details set out in clause 5.

2.4 Post-tender supporting information

To ensure that your tender remains conforming, you must provide supporting information within 5 working days of a request (*see clause 6*).

3. Eligibility to tender

3.1 WHS accreditation

You must have a Work, Health and Safety System in place if required by the Tender Documents. The System must comply with the NSW Government WHS Management Systems Guidelines and must be accredited for RMS contracts.

3.2 Pre-tender meeting and site inspection

~~You or your representative must attend any pre-tender meeting and/or site inspection held by RMS in relation to the Tender.~~

3.3 Aboriginal Participation in Construction

To the extent required by the Contract you must demonstrate your commitment and capacity to plan and facilitate Aboriginal participation in employment, training and development of Aboriginal enterprises in accordance with the NSW Government Policy on Aboriginal Participation in Construction (1 May 2015 or later update).

3.4 Building Code 2013 & Australian Government Building and Construction WHS Accreditation Scheme

To the extent required by the contract you must demonstrate your commitment and capacity to comply with the Building Code 2013 (Building Code) and Supporting Guidelines.

To the extent required by the contract you must demonstrate your commitment and capacity to comply with all conditions of the Australian Government Building and Construction WHS Accreditation Scheme.

3.5 RMS Customer Charter

Your attention is drawn to the RMS Customer Charter which is available from <http://www.rms.nsw.gov.au/customercharter/index.html>.

You should follow this charter in dealing with RMS customers under the contract.

4. Lodging a conforming tender

4.1 Tender Form

The Tender Form must be properly completed and signed and initialled by you or by someone on your behalf as a binding legal document.

4.2 Schedule of Rates

~~The Schedule of Rates (if applicable) must be completed with all items listed being priced and with no new items added.~~

4.3 ~~Schedule of Prices~~

~~The Schedule of Prices (if applicable) must be prepared so as to meet the following requirements. The Schedule of Prices must:~~

- ~~1 include all items for which RMS has suggested a provisional quantity, and~~
- ~~2 use the provisional quantities (if any) suggested by RMS, and~~

- ~~.3 only include items which form part of the Contracted Work described in the Tender Documents, and~~
- ~~.4 be fully priced, and~~
- ~~.5 when all the prices and items are extended, equal the lump sum component of the tender price.~~

~~If your Schedule of Prices includes an item which is not acceptable to RMS or is not part of the Contracted Work described in the Tender Documents, RMS may insist on the item being deleted. If that occurs, the Schedule of Prices will be adjusted by agreement between RMS and yourself to ensure that the total of the prices as extended of all remaining items continues to equal the lump sum component of the tender price.~~

4.4 Statutory declaration

The statutory declaration must be:

- .1 in the form set out in Annexure CT1, and
- .2 made by you or by a person who is in a position to know the facts attested to in the statutory declaration, and
- .3 signed by the declarant in the presence of a Justice of the Peace or a solicitor of the Supreme Court or another person authorised to administer an oath under the Oaths Act 1900 (NSW).

4.5 Compliance with Building Code 2013 & Australian Government Building and Construction WHS Accreditation Scheme

Where Building Code 2013 applies as stated in the Contract Schedule:

- .1 the Tenderer's attention is drawn to the Building Code dated 25 January 2013 (**Code**) and the Supporting Guidelines dated 6 May 2016 (**Guidelines**). Copies of the Code and Guidelines are available at www.employment.gov.au/building-code.
- .2 By submitting an expression of interest or tender to undertake the work/services, the Tenderer:
 - a) will be deemed to have read; and
 - b) agree that you must comply with, the Code and Guidelines.
- .3 Notwithstanding any other provisions of the Tender Documents, Tenderers hereby consent to the disclosure of information concerning compliance with the Code and Guidelines, including details of whether or not a sanction (see Section 8.2 of the Guidelines) has been imposed. This consent extends to disclosure by the Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the Code and Guidelines and the exercise of their statutory and portfolio responsibilities. Tenderers must ensure that their proposed subcontractors and consultants are

also aware of, and agree to comply with, these rights of use and disclosure.

- .4 Tenderers should be aware that the Code and Guidelines apply to:
 - a) the project which is the subject of these Tender Documents; and
 - b) all construction building work undertaken by the Tenderer and its related entities thereafter as defined in the Guidelines, including work on all new privately funded construction projects in Australia.
- .5 It is a condition of tender that Tenderers comply with the Code and Guidelines. As part of their tender response, Tenderers must submit:
 - a) a signed "Declaration of Compliance" in accordance with the Declaration of Compliance which is attached as Annexure CT4 to this Request for Tender; and
 - b) a letter of compliance from the Fair Work Building and Construction (FWBC), if they are covered by enterprise agreements made on or after 18 May 2016.
- .6 Each Tenderer must indicate in its Tender response:
 - a) whether the Tenderer or a related entity of the Tender has ever been subject to a sanction imposed under the Code and Guidelines;
 - b) whether the Tenderer has had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and has not paid the claim;
 - c) whether the Tenderer has had any adverse court, tribunal, industrial relations commission or Fair Work Australia finding, order or penalty awarded against them in the last two years (and if so provide details);
 - d) how the Tenderer and its related entities have complied with the Code and Guidelines in the past (if the Tenderer has undertaken Australian Government funded construction work in the past);
 - e) how the Tenderer intends to comply with the Code and Guidelines in performing the Contract, should it be the successful Tenderer; and
 - f) where the Tenderer proposes to subcontract an element of the project, either:
 - (i) the information detailed in the above subclauses (a) and (b) in relation to each subcontractor, or
 - (ii) how the Tenderer intends to ensure each subcontractor complies with the Code and Guidelines.
- .7 While acknowledging that value for money is the core principle underpinning decisions on Government procurement, tenderers should note that when assessing tenders, preference may be given to Tenders that demonstrate a commitment to:

- a) adding and/or retaining trainees and apprentices;
- b) increasing the participation of women in all aspects of the industry; or
- c) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.

Where the Australian Government Building and Construction WHS Accreditation Scheme applies as stated in the Contract Schedule:

- .1 The successful Tenderer must be accredited under the Australian Government Building and Construction WHS Accreditation Scheme (the Scheme) established by the Fair Work (Building Industry) Act 2012 (FWBI Act) when entering into contracts for building work as defined under section 5 of the FWBI Act and maintain accreditation under that Scheme while the building work is being carried out; and
- .2 The successful Tenderer must comply with all conditions of Scheme accreditation.

5. Lodging an alternative tender

5.1 You must also lodge conforming tender

You may lodge an alternative tender as long as you also lodge a conforming Tender.

A separate tender form must be submitted for each alternative tender with accompanying Pricing Schedule(s).

5.2 Details required for alternative tender

If you submit an alternative tender, you must:

- .1 show how it differs from the Tender Documents, and
- .2 show that the alternative tender satisfies the design and performance criteria on which the Tender Documents rely, and
- .3 detail and quantify the advantages which the alternative tender offers to RMS, and
- .4 identify the effects of the alternative tender on the tender price and timing of the Contracted Work, and
- .5 propose milestones for the submission of further drawings and specifications.

5.3 Consideration of alternative tender

RMS may consider your alternative tender even though your conforming Tender is not the lowest in price.

5.4 Conditions applicable to alternative tenders

RMS may impose conditions on the acceptance of an alternative tender in addition to the conditions set out in the Tender Documents. This does not limit the RMS' right to accept any tender conditionally.

6. Post-tender supporting information

6.1 Supporting information to be supplied on request

You must submit the following supporting information within 5 working days of a request by RMS:

- .1 Contract Disclosure and Related Body Corporate (*see clause 6.2*).
- .2 Chain of Responsibility details (*see clause 6.3*)
- .3 Aboriginal Participation in Construction details (*see clause 6.4*)
- .4 Other Information (*see clause 6.5*).

6.2 Contract disclosure and related body corporate

RMS will disclose the contract information required by as per Division 5, Part 3 of the Government Information (Public Access) Act 2009. To allow RMS to comply you must submit particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of your company, or any other private sector entity in which you have an interest, that will be involved in carrying out any of your obligations under the contract or will receive a benefit under the contract.

6.3 Heavy Vehicle National Law - Chain of Responsibility

The Tenderer's attention is drawn to the chain of responsibility provisions of the Heavy Vehicle National Law. Under the Heavy Vehicle National Law, the successful Tenderer may be a party to the chain of responsibility.

The chain of responsibility provisions are directed at ensuring that road transport operations involving heavy vehicles are conducted safely for all road users, and without causing damage to assets or infrastructure or having significant adverse effects on the environment or community amenity.

Where required in Annexure CT2, the chain of responsibility (CoR) details must include a CoR Management Plan.

6.4 Aboriginal Participation in Construction

The Tenderer's attention is drawn to the requirements of the NSW Government *Policy on Aboriginal Participation in Construction*.

The Policy is available at:

<https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-reform/construction/policy-framework-construction>.

Where the Policy applies as stated in the Contract Schedule, the Contractor will be required to comply with relevant Category requirements of the Policy. The Targeted Project Spend (TPS) on Aboriginal participation is as stated in the Contract Schedule.

RMS will determine the TPS before the Contract is executed and the TPS will be included in the executed Contract (or in issued Work Order, where relevant). The TPS will remain fixed for the Contract or Work Order period as relevant, except where RMS and the Contractor agree to re-set it (e.g. where legitimate exclusions were overlooked at tender time).

Where stated in the Contract Schedule, the Contractor will be required to provide the Aboriginal Participation Plan and the Aboriginal Participation Reports, at the times specified in the Contract and in the format prescribed by the NSW Procurement Board. Templates are available at:

<https://www.procurepoint.nsw.gov.au/aboriginal-participation-construction-information-contractors>.

Aboriginal Participation in Construction details submitted by the Tenderer must include:

- (a) an undertaking that, in the event that it becomes the Contractor, it is prepared to provide an Aboriginal Participation Plan and the Aboriginal Participation Reports, which must comply with the Policy;
- (b) evidence of its ability to meet the obligations under the Policy on the Contract;
- (c) details of its Aboriginal participation in construction performance outcomes on other RMS or NSW Government contracts;

and where required in Annexure CT2:

- (d) proposed exclusions for determining the TPS.

6.5 Other information

You must submit other information as listed in Annexure CT2.

7. Tender pricing considerations

7.1 Commercial products nominated by RMS

If a commercial product is referred to by catalogue number or brand name in the Tender Documents, you must base your Tender on the

named product even if the Tender Documents allow the successful tenderer to nominate an equivalent or approved equivalent product.

If you wish to nominate alternative products at the time of tender, the nomination must be done as part of an alternative tender.

7.2 Goods and services tax

Your individual tendered rates and prices must exclude Goods and Services Tax (GST) but a separate item for GST is to be included, if it is payable. Any GST Free or Input Taxed Supplies to be made under the Contract must be clearly and separately identified.

If you state your ABN in your tender, RMS will treat you as being registered for GST, unless you advise otherwise. If you will not be registered for GST when the Contract is entered into, you must say so in your tender.

If you wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation ('Voluntary Agreement'), you must say so in your tender and provide the information required for the approved form of a Voluntary Agreement as required by the A New Tax System (Pay As You Go) Act 1999.

7.3 Customs duty

Customs duty is payable on all material, plant and equipment imported into Australia unless exemption from payment of the duty is granted.

If applicable, you must submit with the Tender Form a statement setting out the amount of customs duty included in the tender price in respect of material which will form part of the Contract Work.

8 Assessment of tenders

8.1 Late tenders

RMS will not consider your tender if it is late unless you establish to the RMS' satisfaction that:

- .1 the cause of the lateness was beyond your control, and
- .2 consideration of the late tender could not possibly compromise the integrity of the tendering process.

8.2 Application of GST adjustment for non-GST taxpayers

If you are not registered for GST or you wish to enter into a Voluntary Agreement, your tender price will be increased by 10% for the purposes of tender assessment.

8.3 Best value for money assessment

Tenders will be assessed on the basis of best value for money. This includes consideration of the following criteria:

- .1 The tender price and the integrity of its structure (after application of applicable Government Purchasing Policies).
- .2 Individual rates and prices and the integrity of their structure.
- .3 Your current financial position and commitments on other contracts.
- .4 Your Quality System documentation and experience and performance in the carrying out of Quality Assurance contracts. (QA contracts only).
- .5 Suitability of proposed personnel, plant, equipment and subcontractors.
- .6 Proposals (where requested in the Tender Documents) and previous performance concerning management of safety, chain of responsibility provisions of the HVNL, workplace relations, environmental protection and community relations.
- .7 Claims history.
- .8 Record of compliance or otherwise with NSW Government Code of Practice for Procurement and Implementation Guidelines.
- .9 Records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments.
- .10 Other criteria listed in Annexure CT3.

9 General

9.1 Tender validity period

Tenders are valid for 60 days after the closing date for Tenders.

9.2 Acceptance of tender

RMS is not bound to accept the lowest or any tender.

A Tender is accepted only when notice in writing of acceptance is issued to you by RMS.

9.3 Information provided for convenience only

Information provided by RMS which does not form part of the Tender Documents is provided only for the convenience of Tenderers. That information will not form part of a contract awarded as a result of this tender process.

9.4 Information not exhaustive

Information provided by RMS which does not form part of the Tender Documents and which describes the site or conditions which may be encountered during the course of carrying out the Contracted Work is not to be taken as an exhaustive statement of conditions which may be encountered during the course of carrying out the Contracted Work.

9.5 Estimated quantities

The quantities shown in any Schedule of Estimated Quantities issued by RMS are estimated quantities only and are not guaranteed to be the actual or correct quantities of work to be carried out.

9.6 Subcontractors not approved

Acceptance of a Tender by RMS does not constitute an approval of a proposed subcontractor or subcontracted work under clause 6.4 of the Terms for Contracted Work.

Annexure CT1

Statutory declaration

I [insert name] of [insert address] do solemnly and sincerely declare and affirm, in respect of the tender for ('Tender') or any contract arising from the Tender, that:

1. I hold the position of and am duly authorised by ('Tenderer') to make this declaration on its behalf.
2. * To the best of my knowledge, neither the Tenderer nor any of its employees or agents have entered into a contract, arrangement or understanding to pay moneys to a trade association, apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association.
- * The Tenderer has agreed to pay a special fee to a trade association of \$..... if it is successful in the Tender.
3. To the best of my knowledge, neither the Tenderer nor any of its employees or agents had knowledge of the price of another tenderer prior to submitting the Tender.
4. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has disclosed the Tenderer's tender price to a rival tenderer.
5. The Tenderer submitted the Tender in good faith and has not deliberately set its tender price above the level of rival tenderers.
6. As at the date of this declaration, the Tenderer intends to do the work the subject of the Tender.
7. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has entered into a contract, arrangement or understanding having the result that the Tenderer or another person will pay money to an unsuccessful tenderer if the Tenderer is successful in the Tender (other than for work or services done or materials supplied under a bona fide contract).
8. The Tenderer has allowed in its Tender for all workers who may be at any time employed on the work under the Contract to be paid, and promises to pay to all such workers in the event that the Tender is accepted, no less than the wages, allowances and other money payable to them pursuant to all relevant legislation, awards, determinations, judgments and agreements in respect of their employment on the work under the Contract.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at [city or town] on [date]
before me:

Justice of the Peace/Solicitor

Declarant

****Delete whichever is inapplicable***

Authorised Witness' Certificate
Section 34 (1) (c) of the Oaths Act 1900

I, _____
 [being a Justice of the Peace* / Solicitor* / Notary Public* / Commissioner of Oaths*],

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person * **OR** I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering. *
2. I have known the person for at least 12 months * **OR** I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was: *

Insert name of authorised witness

Describe identification document relied on

 Signature of authorised witness

 Date

* delete as applicable

NOTE the following identification is acceptable

- a current driver photo licence
- a current NSW Photo Card or similar photo identification issued by another Australian jurisdiction
- a passport (in English or with an English translation) that has not expired more than 2 years ago
- a current national identity photo card in English or with an English translation
- a current Medicare card, pensioner concession card, Department of Veterans' Affairs entitlement card,
- a current credit card
- a statement of account from a bank, building society or credit union that is not more than 1 year old,
- an electoral enrolment card or other evidence of enrolment as an elector that is not more than 2 years old,
- a student identity card, or a certificate or statement of enrolment, from an educational institution that is not more than 2 years old.

Annexure CT2

Other information to be submitted

You must submit the following additional supporting information within 5 working days of a request by RMS:

Section 6.3 Heavy Vehicle National Law – Chain of Responsibility

6.3.1) For Project Contract:

A Preliminary CoR Management Plan addressing:

- CoR issues of the Tender Documents
- Initial project CoR risk assessment identifying project specific risks, relevant company policies and procedures relevant to identified risks and, where relevant, how the design process and project delivery approach will address chain of responsibility risks during construction.

~~Required / Not required /~~
Not applicable

6.3.2) For Work-as-Ordered Contract or Term Services Contract:

A CoR Management Plan addressing the requirements (a), (b), (c), (e) and (f) specified in Annexure G2-C41/G1

~~Required / Not required /~~
Not applicable

Section 6.4 Aboriginal Participation in Construction

6.4d) Aboriginal Participation

Proposed exclusions for determining the TPS

~~Required / Not required /~~
Not applicable

Section 6.5 Other Information

~~Required /~~ Not required

Annexure CT3

Other assessment criteria

The following additional criteria will be considered in the assessment of Tenders:

- *Demonstrated experience in carrying out the specified work*
- *Responsiveness in carrying out the specified work*
- *Adaptability and flexibility to meet customers objectives in carrying the specified work.*

You must submit supporting information for these assessment criteria by completing either Form A for Category A works or Form B for Category B Works.

Annexure CT4

Declaration of Compliance with the Building Code 2013 (Code) and Australian Government Building and Construction WHS Accreditation Scheme

This Schedule must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Schedule is not completed may be regarded as non-conforming.

(Insert full name of Tenderer in block letters, ABN and ACN)

1. The Tenderer undertakes to comply with all conditions of the Australian Government Building and Construction WHS Accreditation Scheme (**the Scheme**) in performing the Contract, should it be the successful Tenderer.
 - a. Insert details of accreditation status under the Australian Government Building and Construction WHS Accreditation Scheme, including the expiry date of accreditation or provide evidence that accreditation is being sought under the Scheme.

Regulation 24(h) of the Fair Work (Building Industry - Accreditation Scheme) Regulations 2005 outlines provisions applying to joint venture/alliance arrangements that include accredited and unaccredited members.

2. The Tenderer confirms that it has complied with the *Building Code 2013* (**the Code**), in preparing this Tender.
3. The Tenderer undertakes that it complies with Code, and has complied with the Code from the time of lodgement of this tender, and that it has required compliance by its related entities (see section 8 of the Code).
4. The Tenderer undertakes to ensure compliance from all subcontractors and consultants engaged for the Project, should it be the successful Tenderer. All contracts must expressly require compliance with the Code.
5. The Tenderer agrees that it and its subcontractors and its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:
 - (a) inspect any work, material, machinery, appliance, article or facility;

- (b) inspect and copy any record relevant to the Project and Works the subject of this Contract;
 - (c) interview any person; and
 - (d) any document requested under this contract. The document must be provided within the period specified either in person, by fax or by post, as is necessary to demonstrate its compliance with the Code and Guidelines.
6. The Tenderer acknowledges that it is aware the Commonwealth or Minister for Employment may impose a sanction on a Tenderer or Contractor that does not comply with the Code.
- The sanction imposed may include but is not limited to:
- (a) the reporting of the breach to an appropriate statutory body or law enforcement agency (if there is evidence that the breach may also be a breach of a Commonwealth or State law), or industry association;
 - (b) issuing of a formal warning that future breaches may lead to more significant sanctions;
 - (c) preclusion from Tendering for any Commonwealth work for a specified period;
 - (d) communication of sanction details to all Commonwealth agencies to ensure a 'whole-of-Government' approach;
 - (e) publication of details of the breach and identification of the party committing the breach; and
 - (f) a reduction in the number of tendering opportunities that are given.
7. The Tenderer is to select which of the following clauses in *italics* is appropriate and delete the remaining clause:

- a) *The Tenderer hereby gives its consent, and confirms that its related entities give their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer's and its related entities' compliance with the Code and whether or not a sanction has been imposed on the Tenderer and/or related entity of the Tenderer, for the exercise of their statutory and portfolio responsibilities (the Purposes).*

OR

- b) *The Tenderer has previously given its consent, and confirms that its related entities have previously given their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer's and its related entities' compliance with the Code and whether or not a sanction has been imposed on the Tenderer and/or a related entity of the Tenderer for the exercise of their statutory and portfolio responsibilities (the Purposes), and confirms that the Tenderer and its related entities have not revoked that consent.*

8. The Tenderer has obtained or will obtain the consent of each subcontractor and consultant proposed in its Tender to disclosure by the Commonwealth, its agencies and ministers, of information concerning the proposed subcontractors, compliance with the Code and whether or not a sanction has been imposed on any proposed subcontractor, for the Purposes.
9. The Tenderer acknowledges that the consents provided in clause 6 are not limited to this Tender process as the Tenderer is expected to comply with the Code in future projects.
10. The Tenderer will:
 - (a) Describe how the Tenderer has complied with the Code in the past (if the Tenderer has undertaken Australian Government funded construction work in the past) and how it will comply if successful. For example, the tenderer will:
 - (i) comply with the Code;
 - (ii) require compliance with the Code from all subcontractors before doing business with them;
 - (iii) apply the Code to privately funded projects that commence after they first lodge an expression of interest or tender for Australian Government projects;
 - (iv) ensure that contractual documents allow for a person occupying a position in the Fair Work Building Industry Inspectorate to access sites, documents and personnel to monitor compliance with the Code, including privately funded construction sites;
 - (v) ensure project managers or head contractors establish appropriate processes to ensure freedom of association;
 - (vi) ensure there is an Work Health and Safety (WHS) plan for the Project;
 - (vii) respond to requests for information concerning Code-related matters made on behalf of Code Monitoring Group (CMG);
 - (viii) where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
 - (ix) ensure that CMG secretariat is notified of any alleged breaches, voluntary remedial action taken or other Code-related matters within 21 days of the party becoming aware of the alleged breach; and
 - (x) be aware that and ensure that sanctions applied under the Code are enforced including the exclusion of identified parties from work opportunities in accordance with decisions advised by CMG.
 - (b) Where the Tenderer proposes to subcontract an element of the work, the Tenderer is either to:
 - (i) provide the information detailed at (a) in relation to each subcontractor; or

- (ii) detail how the Tenderer intends to ensure compliance with the Code by each subcontractor.
 - (c) Ensure that where threatened or actual industrial action occurs on a project, contractors, subcontractors, consultants or project managers report such action to the Funding Agency.
- 11. Where the Tenderer has a Fair Work Act 2009 enterprise agreement that was approved on or after 1 February 2013 that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
 - (a) the ability for employees to appoint a representative in relation to the dispute;
 - (b) in the first instance procedures to resolve the dispute at the workplace level;
 - (c) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - (d) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.

Privately Funded Projects:

- 12. The Tenderer declares that, in respect to privately funded projects:
 - (a) The Tenderer and its related entities will comply with the Code on all the Tenderer's and its related entities' future privately funded projects.
 - (b) The Tenderer must maintain adequate records of compliance with the Code by the Tenderer, its subcontractors and related entities.
 - (c) The Tenderer agrees that it and any of its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the Project and Works the subject of this Contract; and
 - (iii) interview any person,as is necessary to allow validation of its compliance with the Code.
 - (d) The Tenderer agrees that the Tenderer and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to produce a specified document within a specified period, in person, by fax or by post.
 - (e) The Tenderer will ensure that the Tenderer and its related entities permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to have access to records and to the related entities' and subcontractors' premises (to inspect and copy records), as is

necessary to ensure that the subcontractors and related entities are complying with the Code.

Signed for the Tenderer by:

Date:.....

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:
.....

Annexure CT5

Schedule of Compliance with NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement

(SUBMIT WITH TENDER FORM)

Refer to request for Tenders clause 1.2 – NSW Government Code of Practice for Procurement and Implementation Guidelines.

Primary acknowledgments and undertakings

1. By completing this Compliance Schedule and submitting an expression of interest or tender response, the tenderer:
 - (a) acknowledges that the NSW Government's Code of Practice for Procurement (**NSW Code**) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (**NSW Guidelines**) apply to the project the subject of this tender;
 - (b) undertakes that it, and its related entities, comply with the NSW Code and NSW Guidelines on:
 - (i) the project the subject of this tender;
 - (ii) any 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 response (if not already required to comply on such privately and publicly funded projects);
 - (c) confirms that it and its related entities have complied with:
 - (i) the NSW Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
 - (ii) all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments; and
 - (d) 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

2. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
3. The tenderer acknowledges that where it, or a related entity, fails to comply with the NSW 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:
 - (a) a formal warning that a further breach will lead to severe sanctions;

- (b) referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;
- (c) 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;
- (d) reporting the breach to an appropriate statutory body; and
- (e) publicising the breach and identity of the party.

Disclosure of information

- 4. 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 the tenderer's related entities', compliance with the NSW Code and the NSW 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.
- 5. The tenderer confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant it proposes to use on the project, or that it will use if successful in the tender, to the disclosure of information concerning the subcontractor's and consultant's compliance with the NSW Code and the NSW 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 the subcontractor or consultant or its related entities.
- 6. 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 (including RMS), Ministers and the CCU (and its authorised personnel) for purposes including:
 - (a) the exercise of their statutory or portfolio responsibilities;
 - (b) 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);
 - (c) monitoring, investigating and enforcing the NSW Code and NSW Guidelines; and
 - (d) ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.
- 7. The tenderer acknowledges that this consent is not limited to this tender, or this project, as parties are expected to comply with the NSW Code and NSW Guidelines on future projects to which they apply.

Positive obligations

- 8. Without limiting the obligations and requirements in the NSW Guidelines, the tenderer acknowledges and undertakes to comply with its positive obligations under the NSW Code and NSW Guidelines, including to:
 - (a) comply with any Workplace Relations Management Plan and Health and Safety Management Plan;

(b) allow NSW Government authorised personnel to:

- (i) access the project site and other premises;
- (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
- (iii) inspect any work, material, machinery, appliance, article, or facility;
- (iv) inspect and copy any record relevant to the project; and
- (v) interview any person;

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

- (c) notify the CCU (or nominee) and the Client Agency of any alleged breaches of the NSW Code and NSW Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
- (d) (for principal contractors only) report any grievance or dispute relating to workplace relations or work, health and safety matters that may impact on project costs, related contracts or timelines to the CCU (or nominee) and RMS within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;
- (e) report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the CCU (or nominee) and RMS within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
- (f) 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 project or other related contracts on time and within budget; and
- (g) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the project, 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 project on time and within budget, maintaining a high standard of safety and protecting freedom of association.

9. Without limiting the obligations and requirements of the NSW 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

10. 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:

- (a) comply with the NSW Code and NSW Guidelines;

- (b) maintain adequate records of compliance with the NSW Code and NSW Guidelines (including by contractors);
- (c) allow NSW Government authorised personnel to:
 - (i) access the sites and premises;
 - (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;

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

- (d) ensure contractors and consultants similarly do, or allow, for each of these obligations.

Declaration by tenderer and authorised representative

11. By signing this declaration on behalf of the tenderer, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

Signed for the Tenderer by:

Date:.....

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:
.....

Annexure CT6

Conforming tender checklist

To ensure your Tender is conforming, you must:

- ☐ Complete the Schedule to the Tender Form (Tender Form Schedule).
- ☐ Attach the Tender Form Schedule to the Tender Form.
- ☐ Sign the Tender Form Schedule in the place provided (or make sure it is signed by a person with authority to sign on your behalf).
- ☐ Initial all pages of the Tender Form.
- ☐ ***Complete Form A for Category A works***
- ☐ ***Complete Form B for Category B works***
- ☒ ~~Complete all Pricing Schedules.~~
- ☒ ~~Initial all pages of the Pricing Schedule(s).~~
- ☐ prepare and sign a hard copy of the Schedule of Compliance with the NSW Government's Code of Practice for Procurement and Implementation Guidelines (*see clause 1.2*)
- ☐ Prepare and make the Statutory Declaration (*see clause 4.4*)
- ☐ prepare and sign a hard copy of the Declaration of Compliance with the Building Code 2013 and the Australian Government Building and Construction WHS Accreditation Scheme; enclose a compliance letter from the FWBC, if applicable (*see clause 4.5*)
- ☐ Include advice as to your GST-status if you are not registered for GST or you wish to enter into a Voluntary Agreement for withholding Pay As You Go Taxation (*see clause 7.2*)
- ☒ ~~Prepare Customs Duty statement if applicable (*see clause 7.3*)~~
- ☐ Lodge all the documents described above in the Tender Box* by the closing date and time (tenders submitted by facsimile to RMS will not be considered)

~~* If Clause 1.3 specifies that the tenders are to be lodged in Tender Box located at RMS' Head Office (at 20-44 Ennis Road Milsons Point NSW 2061), the following additional conditions apply for tender lodgement:~~

~~(a) your Tender must be enclosed in a sealed package not larger than 400mm x 270mm x 190mm; and~~

~~(i) endorsed [*insert Contract Title and Contract Number*] you're your name and address clearly displayed;~~

~~(ii) marked "Tender Box/Strictly Private and Confidential";~~

~~and either:~~

~~(b) placed in the Tender Box at the office of the RMS, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,~~

~~or~~

~~(c) mailed to the Tender Box, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,~~

~~so as to be received by no earlier than one business day before the closing date and time.~~

~~In the event that your Tender does not fit into one sealed package of the dimensions specified in clause (a) above, you can submit multiple packages each not exceeding the specified dimensions. Each package must be additionally labelled with "Volume 1", "Volume 2", etc., as relevant.~~