

INVITATION TO OFFER NO. <<insert ITO No.>>

For the provision of <<insert description>>

SECTION 6 – RESPONSE FORMS

Version 005 – dated 1 July 2012

OFFERORS NAME: <<insert Offeror's name>>
CONTACT NAME: <<insert Offeror's contact name>>
PHONE NUMBER: <<insert Offeror's phone number>>
EMAIL ADDRESS: <<insert Offeror's email address>>

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TABLE OF CONTENTS

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION.....3

RESPONSE FORM 6.2 – PROPOSED GOODS AND/OR SERVICES AND PRICING.....6

RESPONSE FORM 6.3 – PROPOSED ADDITIONAL PROVISIONS.....9

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT.....10

SCHEDULE A – ORDER.....10

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING15

SCHEDULE C – ADDITIONAL PROVISIONS16

SCHEDULE D – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE MOVEMENTS).....17

SCHEDULE E – COST BREAKDOWN OF PRICE.....19

SCHEDULE F – CONDITIONS RELATING TO PRICE VARIATIONS (ABS INDEX).....20

SCHEDULE G – CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS).....21

RESPONSE FORM 6.5 – DECLARATION OF COMMISSION AND INCENTIVES, CONFLICT OF INTEREST AND COLLUSION...22

RESPONSE FORM 6.6 – STATEMENT OF COMPETITIVE NEUTRALITY.....24

RESPONSE FORM 6.7 – CHECK-LIST.....25

SECTION 6 – RESPONSE FORMS

NOTE TO OFFEROR:

The Offeror must complete **ALL** of the following Response Forms as part of its Offer in accordance with clauses 2.2 and 4.1 of Conditions of Offer.

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION

Information Required	Details
Please specify the legal entity type of the Offeror:	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Overseas Incorporated Company <input type="checkbox"/> Trust <input type="checkbox"/> Other – please specify
Please specify the legal name of the Offeror: <ul style="list-style-type: none"> if Offeror is an individual - specify the full name (including given names and surname) and address of each individual; if Offeror is a partnership - specify the full name and address of each partner; if Offeror is a company – specify the full company name; if Offeror is a trust - specify: <ul style="list-style-type: none"> the legal name and address of each trustee authorised to make the Offer on behalf of the trust; and the name of the trust. 	<<insert legal name of Offeror>>
Offeror's Australian Company Number (ACN) (if applicable):	ACN: <<insert ACN>>
Offeror's active Australian Business Number (ABN):	ABN: <<insert ABN>> OR if no ABN – have you submitted a 'Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise' form? Yes <input type="checkbox"/> No <input type="checkbox"/>
Offeror's registered Business Name (BN) (if applicable):	<<insert registered Business Name>>
Is the Offeror registered for GST?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State or Territory in which Business / Corporation / Individual is registered:	<<insert State or Territory>>
Name of Holding Company / Corporate Group (if applicable):	<<insert name of Holding Company or Corporate Group>>
Business Profile As part of the Offer process, each Offeror must include a copy of their Business Profile.	
<ul style="list-style-type: none"> Does your Offer include your Business Profile? 	Yes <input type="checkbox"/> No <input type="checkbox"/>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION (CON'T)

Offeror's Postal Address:	<<insert Offeror's postal address>>
Offeror's Street Address (registered office address of the Offeror):	<<insert address>>
Contact Name:	<<insert name of contact person>>
Contact Phone:	<<insert Offeror's phone number>>
Contact E-mail:	<<insert Offeror's email address>>
Contact Facsimile:	<<insert Offeror's facsimile number>>
<p>Is it proposed to sub-contract any part of the Goods and/or Services?</p> <p>If "YES", please specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Goods and/or Services:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><<if "YES", please specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Goods and/or Services>></p>
<p>Are Notices relating to the potential Contract to be directed to the above Contact Name and details?</p> <p>If "NO", please insert alternative details:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><<if "NO", please insert alternative details>></p>
<p>Is there any part of the Offer of concern to the Offeror, if released under the Right to Information Act 2009 (Qld)?</p> <p>If "YES", please specify the component of your Offer and which of the following categories it relates to:</p> <p><i>Note: This information is being sought for the purposes of applying any relevant exemptions that might be available under the Right to Information Act 2009 (Qld). However, the Eligible Customer can give no guarantee to the Offeror that the information will be protected from disclosure under the Right to Information Act 2009 (Qld).</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><<if "YES", please specify the component of your Offer>></p> <p>Please specify which of the following categories is applicable to the above component:</p> <p><input type="checkbox"/> Trade Secret</p> <p><input type="checkbox"/> Commercial value</p> <p><input type="checkbox"/> Results of research</p> <p><input type="checkbox"/> Confidential nature</p>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION (CON'T)

Authorisation, Certification and Execution by an Offeror (company)	
<p>The Director and Director/Secretary named below certify that in submitting the Offer on behalf of the Offeror: (a) they have read, understood and complied with the requirements of the Invitation; (b) the enclosed Response Forms are a true and accurate account of their Offer; and (c) they have provided details of any proposed Additional Provisions in Response Form 6.3.</p>	
Signed for and on behalf of: <<insert Offeror's name>> <<insert Offeror's ABN>> <<insert Offeror's ACN>> in accordance with s.127 of the Corporations Act 2001 (Cth) this <<insert date>> day of <<insert month>>, <<insert year>> by <<insert full name of Directors>> <<insert full name of Director/Secretary>>))))))))))) _____ Signature of Director _____ Signature of Director/Secretary

Where an attorney executes the Offer on behalf of an Offeror, the form of execution must indicate the source of this authority and a certified copy provided to the Eligible Customer.

OR

Authorisation, Certification and Execution by an Offeror (individual or partnership (*) (+))	
<p>I, the Offeror/authorised signatory named below, certify that in submitting the Offer: (a) I have read, understood and complied with the requirements of the Invitation; (b) the enclosed Response Forms are a true and accurate account of my Offer; (c) I have provided details of any proposed Additional Provisions in Response Form 6.3; and (d) I am duly authorised to execute this Offer on behalf of the Offeror.</p>	
Signed for and on behalf of: <<insert Offeror's name>> <<insert Offeror's ABN>> this <<insert date>> day of <<insert month>>, <<insert year>> by <<insert full name of Offeror/authorised signatory>> in the presence of <<insert full name of witness>>))))))))))) _____ Signature of Offeror/authorised signatory _____ Signature of witness

Where an attorney executes the Offer on behalf of an Offeror, the form of execution must indicate the source of this authority and a certified copy provided to the Eligible Customer.

Privacy Statement - The Eligible Customer is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

NOTE TO OFFEROR
 (*) If an Offeror is an individual or partnership, then the above execution clause will be applicable.
 (+) If the Offeror is a partnership, then all partners associated with the partnership must execute the above clause, unless authorisation has been given to an attorney.

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.2 – PROPOSED GOODS AND/OR SERVICES AND PRICING

The Goods and/or Services and Pricing offered by the Offeror are as follows:

Description	Unit Offer Price (Excl. GST)	Offer Price (GST component only)	Total Offer Price (Incl. GST)
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<List any delivery and installation details applicable to the Offer>>		\$	\$
<<List any taxes, duties or other charges and their details associated with each Goods and/or Service applicable to the Offer>>		\$	\$
TOTAL OFFER PRICE			\$

Privacy Statement - The Eligible Customer is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.2 – PROPOSED GOODS AND/OR SERVICES INCLUDING PRICING (CON'T)

Other Pricing Issues (clauses 1.1 and 11 of the Conditions of Contract)

Description	Response
<p>Offerors must specify any conditions that may affect the Pricing offered in their Offer.</p>	<p><<insert conditions that may affect the Pricing offered in their Offer>></p>
<p>Offerors must specify any Approved Expenses (including details) that are associated with their Offer.</p>	<p><<insert any Approved Expenses associated with the Offer>></p>
<p>Please specify any other Price or cost that may be charged to the Eligible Customer for the supply of the Goods and/or Services under the Invitation.</p> <p>For each Price, specify:</p> <ul style="list-style-type: none"> the nature of the Pricing; the circumstances under which it will be incurred; and total Price (including GST). 	<p><<insert details of any other Price that may be charged to the Eligible Customer for the supply of the Goods and/or Services>></p>
<p>Specify if the Prices offered are either:</p> <p>“Firm” - that is the Price does not change for the Contract Term;</p> <p>OR</p> <p>“Fixed” - that is the Price is firm in time and is subject to fluctuations only in changed economic circumstances [such as movement in exchange rate or Australian Bureau of Statistics (ABS) index e.g. Consumer Price Index Brisbane (All Groups)] and must be specified in this Response Form.</p> <p>If “Fixed”, please specify the period from the Contract Commencement Date within which, or the date to which, the proposed Pricing will remain firm prior to the application of the variables.</p> <p>Please specify whether the Pricing at the conclusion of the ‘Fixed’ period is subject to:</p> <ul style="list-style-type: none"> Exchange Rate fluctuations; Australian Bureau of Statistics (ABS) Index variations; or Other factors. <p><i>Please note any ‘Fixed’ Pricing movements will be in accordance with clause 10 of the Conditions of Contract.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>OR</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Period: <<insert period>> OR Date: <<insert date>></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “Yes”, please specify full details in Response Form 6.4 – Schedule D - Conditions Relating to Price Variations (Exchange Rate Movements) and also in Response Form - 6.4 – Schedule E - Cost Breakdown of Price (if applicable).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “Yes”, please specify full details in Response Form 6.4 – Schedule F - Conditions Relating to Price Variations (ABS Index).</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “Yes”, please specify full details in Response Form 6.4 – Schedule G - Conditions Relating to Price Variations (Other factors).</p>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.2 – PROPOSED GOODS AND/OR SERVICES AND PRICING (CON'T)

Discount and Rebate (clause 11 of Conditions of Contract)

Offerors are required to provide details of any proposed discount or rebate arrangements. Please complete the following table with sufficient detail, including situations where the discount/rebate offered will **not** apply.

Description	Response
Discounts	
Trade discount offered:	TRADE: <<insert %>>
Early payment and settlement discount offered:	SETTLEMENT: <<insert %>> DAYS: <<insert number of days>>
Quantity break discounts offered:	<<insert details of any quantity break discounts offered>>
Circumstances under which a discount becomes applicable:	<<insert details of circumstances under which a discount becomes applicable>>
How the discount arrangement will operate:	<<insert details of how the discount arrangement will operate>>
Rebates	
Rebate offered:	<<insert details of any rebate offered>>
Circumstances under which a rebate becomes available:	<<insert details of the circumstances under which a rebate becomes available>>
How the rebate arrangement will operate:	<<insert details of how the rebate arrangement will operate>>

Payment Method (clause 11 of Conditions of Contract)

Description	Response
Can payment by corporate credit card be accepted by the Contractor? [Note: Government departments and agencies primarily use Mastercard as their corporate card/purchasing card but Offerors may need to consider other types of credit cards]	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other payment methods acceptable to the Contractor (e.g. cheque, electronic funds transfer, etc).	<<insert other payment methods>>
Restrictions to apply on the above methods of payment.	<<insert details of any restrictions that apply on the above methods of payment>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.3 – PROPOSED ADDITIONAL PROVISIONS

NOTE TO OFFEROR

The Offeror is required to identify and describe in detail in this Response Form any proposed Additional Provisions to the Invitation or Conditions of Contract Version 004 – dated 1 July 2012. If no proposed Additional Provisions are specified, and if the Offer is accepted, the terms of the Contract will include those specified in the Conditions of Contract Version 004 – dated 1 July 2012, which is located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement' and the Specifications in their entirety.

All proposed Additional Provisions **must** be listed in the same sequence as they appear in the Invitation.

Sections	Clause Number	Proposed Departures/Variations/Additions
Section 3 – Specifications	<<insert clause number>> <<insert clause number>>	<<insert details of proposed departures, variations, additions>> <<insert details of proposed departures, variations, additions>>
Section 5 – Conditions of Contract	<<insert clause number>> <<insert clause number>>	<<insert details of proposed departures, variations, additions>> <<insert details of proposed departures, variations, additions>>
Section 6 – Response Form 6.4 Schedules of Contract Schedule A – Order Schedule B – Goods and/or Services and Pricing	<<insert clause number>> <<insert clause number>> <<insert clause number>> <<insert clause number>>	<<insert details of proposed departures, variations, additions>> <<insert details of proposed departures, variations, additions>> <<insert details of proposed departures, variations, additions>> <<insert details of proposed departures, variations, additions>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT

NOTE TO ELIGIBLE CUSTOMER

The Eligible Customer should complete those items which the Eligible Customer is able to specify and shade these items in grey. This will highlight the items which the Offeror will be required to complete as part of their Offer.

NOTE TO OFFEROR

If a Contract is awarded to the Offeror as a result of the Invitation Process, Schedules A, B and C which are completed and acceptable to the Eligible Customer will form part of the Contract in accordance with clause 2.1 of the Conditions of Contract Version 004 – dated 1 July 2012, which is located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement'. In the Invitation, the Eligible Customer has completed and/or identified those items which it requires for the purposes of the Contract. These items are easily identified as they are shaded in grey. The Offeror must therefore complete all other items which are **NOT** shaded below to assist in the evaluation process.

If the Offeror wishes to amend any items (shaded in grey) as completed by the Eligible Customer, these will constitute departures from the Invitation and the Offeror must identify those amendments in Response Form 6.3 – Proposed Additional Provisions.

SCHEDULE A – ORDER

The below Schedules A, B and C must be read in conjunction with the Queensland Government's Conditions of Contract Version 004 – dated 1 July 2012 located via www.hpw.qld.gov.au under 'Supply and disposal/Government procurement' and any additional conditions of contract as detailed in Schedule C.

The Conditions of Contract Version 004 – dated 1 July 2012 along with the below Schedules will govern the Contract.

No.	Reference Clause No.	Contract – Reference Clause	Details
1.	1.1	Customer	Name: State of Queensland (acting through <<insert name of Queensland Government department or agency>>) OR <<insert name of entity, if not the State of Queensland>> ABN/ACN: <<insert Customer's ABN/ACN>> Address: <<insert Customer's address>>
2.	1.1	Contractor	Name: <<insert full name of Contractor>> ABN/ACN: <<insert Contractor's ABN/ACN>> Address: <<insert Contractor's address>> Telephone: <<insert Contractor's telephone>> Facsimile: <<insert Contractor's facsimile>> Email: <<insert Contractor's email>> Contact Person: <<insert name of the person representing the Contractor for the Contract>>
3.	1.1 & 10.2	Approved Expenses	<<insert full details including the amount of any Approved Expenses for which the Contractor will be entitled to be reimbursed>> <<insert the maximum amount payable to the Contractor by the Customer under the Contract, if applicable>>
4.	1.1 & 3	Commencement Date	<<insert the date on which the Contract is to commence>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

5.	1.1 & 3 & 6.2(c)	Completion Date	<<insert the date on which the Contract is to conclude>>
	1.1, 3.1 & 6.1	Contract Term	<<insert the term of the Contract>>
6.	1.1 & 6.2(a)	Delivery Date/Period	<<insert the delivery date or delivery period which the Goods are to be supplied and/or the Services are to be performed>>
7.	1.1 & 9	Performance of Key Personnel Are Key Personnel associated with the Contract? <ul style="list-style-type: none"> If "YES", please specify the names and qualifications of personnel who are to undertake the Services for the Contractor. 	Yes <input type="checkbox"/> No <input type="checkbox"/> Name: Qualifications:
8.		INTENTIONALLY LEFT BLANK	
9.	1.1, 5 & 6.3(b)	Project Manager	Name: <<insert Project Manager's name>> Position: <<insert Project Manager's position title>> Telephone: <<insert telephone number>> Facsimile: <<insert facsimile number>> Email: <<insert email address>>
10.	1.1	Site	<<insert the site details i.e. where the Deliverables are to be installed, supplied, performed etc.>>
11.	6.2(b)	Provision of the Goods and/or Services	<<insert a description of the milestones and proposed achievement dates>>
12.	6.2(d)	Provision of the Goods and/or Services – periodic or recurrent Services	<<insert times/frequency/intervals for the performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable">>
13.	6.4(a)	Provision of the Goods and/or Services – Key Performance Indicators (KPIs) or performance standards	<<insert the key performance indicators for the provision of Goods and/or performance of the Services>>
14.	6.5	Provision of the Goods and/or Services - Assistance to be provided by the Customer Is any assistance to be provided by the Customer to the Contractor in relation to the Goods and/or Services? <ul style="list-style-type: none"> If "YES" please provide details 	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	7.2	Requirements for Goods	<<specify if the Goods are to be other than new/unused condition and of recent origin>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

16.	1.1 & 14	<p>Performance Guarantee</p> <p>Is a Performance Guarantee required under the Contract?</p> <ul style="list-style-type: none"> If "YES" then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Customer, which will be relied upon under the Contract. If "NO", then state "Not Required". 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Date: <<insert the date by which the Performance Guarantee is required>></p> <p>Name of Guarantor: <<insert the name of the Guarantor>></p>
17.	1.1,12 & 15	<p>Financial Security</p> <p>Is a Financial Security required under the Contract?</p> <ul style="list-style-type: none"> If "YES" then the Contractor must complete and attach a Financial Security in a form acceptable to the Customer, which will be relied upon under the Contract. If "NO", then state "Not Required". 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Amount: <<insert the maximum aggregate sum required>></p>
18.	1.1 & 18 1.1, 18.7 & 18.8	<p>Intellectual Property Rights in New Contract Material</p> <p>Clause 18.3 applies: [Intellectual Property Rights in New Contract Material vest in the Customer]</p> <p>OR</p> <p>Clause 18.4 applies: [Intellectual Property Rights in New Contract Material vest in the Contractor with licence rights to the Customer for Customer use]</p> <p>If "YES" to clause 18.4, clause 18.4(b) applies. [Customer can use or exploit (whether commercially or otherwise) Intellectual Property Rights of New Contract Material]</p> <p>Moral Rights</p> <p>List any specific acts or omissions in relation to Moral Rights, in addition to those specified in clause 18.7 (a) – (c) that are being consented to.</p> <p>If no additional acts or omissions are to be specified insert 'NIL' or 'Not Applicable'</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>OR</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><<insert any acts or omissions in relation to Moral Rights under 18.7 (d) or insert "Not Applicable">></p>
19.	19	<p>Confidentiality</p> <p>Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality?</p> <ul style="list-style-type: none"> If "YES" then the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

<p>20.</p>	<p>1.1 & 20</p>	<p>Privacy & Personal Information</p> <p>Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy?</p> <ul style="list-style-type: none"> If “YES” then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>21.</p>	<p>22</p>	<p>Liability</p> <p>Specify the amount of the liability cap (e.g. an amount of \$(x) million or (y) times the value of the Contract.</p> <p>If no amount, “nil” or an indication of \$0 is specified, then the liability of the Party will be unlimited.</p>	<p><<insert the amount of the liability cap>></p>
<p>22.</p>	<p>24.1(b)</p>	<p>Insurance – Public Liability</p> <p>Is Public Liability insurance required?</p> <p><i>Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least \$10 million per claim depending upon the Risk Assessment.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES” then please specify the following:</p> <p>Sum Insured: <<insert amount to be insured>></p> <p>Policy No.: <<insert policy number>></p> <p>Insurance Provider: <<insert insurance provider>></p> <p>Named Insured: <<insert name on the policy>></p> <p>Expiry Date of Policy: <insert expiry date of policy></p>
<p>23.</p>	<p>24.1(c) & 24.3</p>	<p>Insurance - Professional indemnity</p> <p>Is Professional Indemnity Insurance required?</p> <p><i>Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services).</i></p> <p>Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the Contract Completion Date or termination of the Contract)</p> <ul style="list-style-type: none"> If “YES” then specify the alternative period <p>Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)?</p> <ul style="list-style-type: none"> If “YES” please specify and attach a copy of the applicable scheme. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If “YES” then please specify the following:</p> <p>Sum Insured: <<insert amount to be insured>></p> <p>Policy No.: <<insert policy number>></p> <p>Insurance Provider: <<insert insurance provider>></p> <p>Named Insured: <<insert name on the policy>></p> <p>Expiry Date of Policy: <insert expiry date of policy></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Alternative Period: <<insert the alternative period>></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<p>Offeror's Name:</p>	<p><<insert Offeror's name>></p>
<p>Date:</p>	<p><<insert date>></p>

24.	24.1(d)	Insurance - Other insurances Is other insurance required?	Yes <input type="checkbox"/> No <input type="checkbox"/> If "YES" then please specify the following: Type of insurance: <<insert the type of insurance>> Sum Insured: <<insert amount to be insured>> Policy No: <<insert policy number>> Insurance Provider: <<insert insurance provider>> Named Insured: <<insert the name on the policy>> Expiry Date of Policy: <<insert the expiry date>>
25.	1.1 & 32.1(a)	Notices – Customer’s address for notices	Address: <<insert Customer’s address for Notices>> Facsimile No: <<insert Customer’s facsimile no. for Notices>> Email Address: <<insert Customer’s email address for Notices>>
26.	1.1 & 32.1(b)	Notice - Contractor’s address for notices	Address: <<insert Contractor’s address for Notices>> Facsimile No: <<insert Contractor’s facsimile no. for Notices>> Email Address: <<insert Contractor’s email address for Notices>>
27.	34.11	Complaint Management	Name: <<insert Complaint Manager’s name>> Position: <<insert Complaint Manager’s position title>> Telephone: <<insert telephone number>> Email: <<insert email address>>

Privacy Statement - The Eligible Customer is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

Offeror’s Name:	<<insert Offeror’s name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

NOTE TO OFFEROR

If a Contract is awarded to the Offeror as a result of the Invitation Process, this Schedule B will be completed by the Eligible Customer in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Eligible Customer, and will form part of the Contract in accordance with clause 2.1 of the Conditions of Contract Version 004 – dated 1 July 2012, which is located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement'.

SCHEDULE B – GOODS AND/OR SERVICES AND PRICING

The following Goods and/or Services and Pricing form part of the Contract.

Description	Unit Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
<<insert Goods and/or Services item description>>	\$	\$	\$
Delivery and installation details and charges applicable to the Contract		\$	\$
Taxes, duties or other charges and their details associated with the Goods and/or Services applicable to the Contract		\$	\$
TOTAL CONTRACT PRICE			\$

<<specify when and manner in which the Price is payable>>

<<specify time and manner in which the Contractor must submit invoices>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

NOTE TO OFFEROR

If a Contract is awarded to the Offeror as a result of the Invitation Process, this Schedule C will be completed by the Eligible Customer in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Eligible Customer and will form part of the Contract in accordance with clause 2.1 of the Conditions of Contract Version 004 – dated 1 2012, which is located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement'.

SCHEDULE C – ADDITIONAL PROVISIONS

These terms and conditions reflect departures, variations and/or additions to the Specifications and/or Conditions of Contract Version 004 – dated 1 July 2012 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

The Contract includes the following Additional Provisions to the Specifications and/or Conditions of Contract Version 004 – dated 1 July 2012.

Sections	Clause Number	Departures/Variations/Additions
Specifications	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Conditions of Contract	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Schedules of Contract Schedule A – Order	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
Schedule B – Goods and/or Services and Pricing	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>
	<<insert clause number>>	<<insert details of proposed departures, variations, additions>>

"FOR INFORMATION ONLY"

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

NOTE TO OFFEROR

Please provide comprehensive details of proposed Price Variations (if applicable) and how this will impact Pricing specified in Schedule 2.

If a Contract is awarded to the Offeror as a result of the Invitation Process, Schedules D, E, F and/or G, in relation to price variations (where applicable), will be completed by the Eligible Customer in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Eligible Customer, and will form part of the Contract in accordance with clause 2.1 of the Conditions of Contract Version 004 – dated 1 July 2012.

The below Schedules must be read in conjunction with the Queensland Government's Conditions of Contract Version 004 – dated 1 July 2012 located via www.hpw.qld.gov.au under 'Supply and disposal/Government procurement'.

NOTE TO ELIGIBLE CUSTOMER: delete this schedule if not applicable.

SCHEDULE D – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE MOVEMENTS)

Exchange Rate Movements (clause 10 and 28 of Conditions of Contract)

Where the Goods being offered are wholly or partially manufactured overseas any increase or decrease to the Price, to take into consideration movements in the relevant exchange rate or duty will be to the Offeror's account. The Offeror must provide details of the conditions relating to any proposed Price variation in this response form. The Eligible Customer may require documentary evidence to support amounts stated in (h) and (i) below:

(a) Brief description of item.

<<insert brief description of item>>

(b) Customs tariff item number.

<<insert tariff item number>>

(c) Rate of duty.

<<insert rate of duty>>

(d) Amount of duty payable.

<<insert amount of duty payable>>

(e) Does the Price offered include this duty?

Yes No

(f) Rate of exchange on which Price offered is based.

<<insert rate of exchange>>

(g) Date at which this rate of exchange applied.

<<insert date>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

SCHEDULE D – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE MOVEMENTS) (CON'T)

(h)	The Free on Board (FOB) Price subject to duty, in the applicable foreign currency.
	<<insert the Price subject to the duty in the applicable foreign currency>>
(i)	Total amount of foreign currency upon which Price offered is based, i.e., the Cost Insurance and Freight (CIF) or Cost and Freight (C & F) Price to Australian port.
	<<insert details upon which the offered Price is based>>
(j)	Can you also offer Goods of Australian and/or New Zealand production? (If you can, submit alternative offer for the Australian manufactured Goods).
	Yes <input type="checkbox"/> No <input type="checkbox"/>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

NOTE TO ELIGIBLE CUSTOMER: delete this schedule if not applicable.

SCHEDULE E – COST BREAKDOWN OF PRICE

Where the Offeror seeks a variation in the Price, to take in consideration movements in the relevant exchange rate or duty, the following cost breakdown details must be completed:

Item No.	Overseas Component Costs (including Duty and Customs Clearance Charges) (include other Overseas Charges)	Australian Component Costs \$ c	Total Offer Price \$ c
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$
<<insert item number>>	<<insert overseas component costs>>	\$	\$

N.B. Total of overseas and Australian costs should equal Price offered.

The Eligible Customer may seek further information, including verification of amounts from an Offeror.

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

NOTE TO ELIGIBLE CUSTOMER: delete this schedule if not applicable.

SCHEDULE F – CONDITIONS RELATING TO PRICE VARIATIONS (ABS INDEX)

Australian Bureau of Statistics (ABS) Variations (clause 10 and 28 of the Conditions of Contract)

Where the Goods and/or Services being offered may increase or decrease in Price, to take into consideration movements in a relevant Index published by the Australian Bureau of Statistics, the Offeror must provide details of the conditions relating to any proposed Price variation in this response form.

(a) Name of the Australian Bureau of Statistics (ABS) Index (e.g. Consumer Price Index Brisbane (All Groups)).

<<insert details>>

(b) ABS Index Table Number.

<<insert details>>

(c) Name of Index Group, Column Number, etc within the Table.

<<insert details>>

(d) Quarter and Year on which Price offered is based.

<<insert details>>

ATTACH ADDITIONAL INFORMATION IF NECESSARY

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.4 – SCHEDULES OF CONDITIONS OF CONTRACT (CON'T)

NOTE TO ELIGIBLE CUSTOMER: delete this schedule if not applicable

SCHEDULE G – CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS)

Other factors (clause 10 and 28 of the Conditions of Contract)

Where the Goods and/or Services being offered may increase or decrease in Price, to take into consideration other factors (other than movements in exchange rate and duty or Australian Bureau of Statistics Index), the Offeror must provide details of the conditions relating to any proposed Price variation in this response form:

(a) The factors where a variation in the costs to the Offeror will cause a variation in the Price offered (no Price increase under a Contract will be accepted by the Eligible Customer for any factor not declared in this response form).

<<insert details>>

(b) The methodology to be used to determine the amount of variation in the Price offered as a result of a variation in the costs as specified in (a) above.

<<insert details>>

(c) Are Prices based solely on a published price list?

Yes **No**

(d) If 'Yes' to (c) above, please state percentage discount offered off that price list and attach copy of that price list. Percentage discount offered must remain the minimum in any variation.

<<insert percentage discount offered>>

ATTACH ADDITIONAL INFORMATION IF NECESSARY

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.5 – DECLARATION OF COMMISSION AND INCENTIVES, CONFLICT OF INTEREST AND COLLUSION

1. Commission and Incentives (clause 23.1 of Conditions of Offer)

In submitting its Offer, the Offeror warrants to the Eligible Customer that to the best of its knowledge, as at the date of the Offer, that :

- (a) no family, business or pecuniary relationships exist between the Parties to the Invitation Process that would adversely impact on the Invitation or any Contract established as a result of the Invitation Process;
- (b) neither the Offeror nor its officers, employees, agents and/or sub-contractors have:
 - (i) engaged in any unethical behaviour or sought and/or obtained an unfair advantage; or
 - (ii) received or will receive any pecuniary or in-kind advantage from any other Offeror, in relation to the Invitation Process;
- (c) no officer, employee, agent, sub-contractor or family member associated with the Offeror is or has been engaged by the Eligible Customer in a position or role that in any way relates back to the Offer; and
- (d) no officer, employee, agent, sub-contractor or family member associated with the Eligible Customer has been offered any benefit or inducement associated with the Offer, including any offer relating to employment.

The Offeror must immediately notify the Contact Officer in writing if any warranty contained in this Response Form becomes incorrect.

2. Conflict of Interest (clause 23.3 of Conditions of Offer)

Offerors must supply details of any possible Conflict of Interest that exists or may arise in relation to the Invitation Process.

If there is nothing to declare, Offerors must insert "Nil".

<< insert details, if applicable>>

<< insert details, if applicable>>

<< insert details, if applicable>>

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.5 – DECLARATION OF COMMISSION AND INCENTIVES, CONFLICT OF INTEREST AND COLLUSION (CON'T)

3. Collusion (clause 23.5 of Conditions of Offer)

In submitting its Offer, the Offeror warrants to the Eligible Customer that it fully complies with clause 23.5, except as expressly disclosed in this Response Form. The Offeror must disclose the full nature and extent of any agreements with competitors to the Eligible Customer below:

If there is nothing to disclose, Offerors must insert "Nil".

<< insert details, if applicable>>

<< insert details, if applicable>>

<< insert details, if applicable>>

Offerors must disclose any proceedings relating to anti-competitive behaviour in Australia or overseas to which the Offeror and/or any corporations or person associated with the Offer, including directors or senior management, have been subject to including:

- (a) the names of the parties to the proceedings;
- (b) the case number;
- (c) the general nature of the proceedings; and
- (d) the outcome or current status of the proceeds.

If there is nothing to disclose, Offerors must insert "Nil".

<< insert details, if applicable>>

<< insert details, if applicable>>

Please provide details of the course of action implemented to ensure that anti-competitive behaviour, as disclosed above, will not reoccur.

<< insert details, if applicable>>

Privacy Statement - The Eligible Customer is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process and Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process and Contract, or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not otherwise be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>

RESPONSE FORM 6.6 – STATEMENT OF COMPETITIVE NEUTRALITY

NOTE TO ELIGIBLE CUSTOMER: delete this Response Form if not applicable.

Statement of Competitive Neutrality (clause 17 of Conditions of Offer)

Government owned entities seeking to supply to the Queensland Government are required to indicate whether their Offer for the provision of Goods and/or Services complies with the competitive neutrality principles of the Offeror’s jurisdiction.

If Statement of Competitive Neutrality is applicable in some or all areas please select “Compliant” or alternatively if this is not applicable please select “Not Applicable”.

To be completed by Government owned entities external to Queensland

For government owned entities outside Queensland, including local government and Commonwealth, State or Territory government, the Offer has been priced to comply with the competitive neutrality principles of the government of the Offeror’s jurisdiction.

Compliant **OR** Not Applicable

To be completed by Queensland Government owned entities

For Queensland Government Bodies, the Offer has been priced to comply with the Queensland Government’s policy statement on the application of competitive neutrality to government business activities, “*Competitive neutrality, and Queensland Government Business Activities*” located at www.treasury.qld.gov.au.

Compliant **OR** Not Applicable

To be completed by Queensland Local Government entities

The Offer has been priced to comply with the competitive neutrality policy arrangements established by the Queensland Government.

Compliant **OR** Not Applicable

Offeror’s Name:	<<insert Offeror’s name>>
Date:	<<insert date>>

RESPONSE FORM 6.7 – CHECK-LIST

NOTE TO OFFEROR

The checklist is provided to assist Offerors submitting a conforming Offer. The list is not exhaustive and should not be relied upon as the sole quality check. Prior to submitting an Offer, Offerors should use the following checklist to ensure that all key information has been compiled:

	Check List Questions	Have you met this requirement:			
1	Have you read and understood the Conditions of Offer Version 004 - dated 1 July 2012, as referenced in Section 2 of the Invitation?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2	Have you read and understood the Conditions of Contract Version 004 - dated 1 July 2012, as referenced in Section 5 of the Invitation?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3	Are you submitting your Offer in accordance with Section 1 of the Invitation?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4	Have you signed your Offer on the "Offer Authorisation and Certification" page of Response Form 6.1?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5	Have you completed Response Form 6.5 Declaration of Commissions and Incentives, Conflict of Interest and Collusion?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6	Have you answered all questions and responded to all requirements specified in the Response Forms?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7	Have you entered the name of your organisation making the Offer in the footer of each Response Form (where applicable)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8	Have you checked all other lodgement requirements of the Invitation to ensure your Offer is prepared and addressed correctly? (Refer to Section 1 and Section 2 of the Invitation)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If your answer to any of the above questions is "NO", your Offer may be considered non-conforming, in accordance with clause 9 of the Conditions of Offer Version 004 - dated 1 July 2012 which is located via: www.hpw.qld.gov.au

Offeror's Name:	<<insert Offeror's name>>
Date:	<<insert date>>