Request for Tenders

Major roadworks and bridgeworks
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1. Introduction

1.1 Project

This request for tenders (RFT) by the Roads and Maritime Services (RMS) is for **MR154 - The Northern Road, Upgrade between Old Northern Road and Peter Brock Drive (Contract No. 14.2613.0982)** a combined Schedule of Rates and Lump Sum quality assurance contract.

1.2 Enquiries

General enquiries may be directed to:

**Mr Siva Sivasubramaniam**

(02) 88492074

By written application a Tenderer may seek clarification of anything in the Information Documents.

Such application should be addressed to:

**Mr Siva Sivasubramaniam**

27-31 Argyle Street

**Parramatta NSW 2150**

1.3 Information Documents

The following documents comprise the Information Documents:

- Information for Tenderers which includes:
  - Preamble and Locality Plan
  - this RFT
  - Schedule of Estimated Quantities (for Bridgeworks)

- Tender Request Documents - Volume 1 which includes:
  - Tender Form including:
    - Schedule to Tender Form
    - Tender Price Summary Sheet
    - Schedule of Rates (Roadworks) if applicable
    - Schedule of Prices (Lump Sum Bridgeworks) if applicable

- **Tender Request Documents - Volume 2** which includes:
  - General Conditions of Contract
  - Specifications
  - Schedule of Drawings

- **Drawings** as applicable
  - Roadworks Drawings
  - Bridgeworks Drawings
  - Supplementary Drawings
  - Landscaping Drawings
Information provided for convenience of tenderers
(Refer to clauses 12.3 and 12.4 of “Request for Tenders”- this is information that does not form part of the Tender Documents and is provided only for the convenience of Tenderers. Each of the items below is bound separately)

(a) Geotechnical Information
(b) Environmental Assessment Documents
(c) Possible Traffic Staging Drawings
(d) Principal Erosion and Sedimentation Control Plan
(e) Design Information Drawings
(f) Utility Drawings
(g) Other Information

These documents are available on two CDs which may be purchased by contacting the Contact Officer. The purchase price for the CD is $55.00 per set

A hard copy of the Geotechnical Information is available for viewing at the Pre-tender Meeting and at RMS’s Parramatta office located at 27-31 Argyle Street, Parramatta.

A hard copy of the Environmental Assessment Document relevant to the Project is available for viewing at the Pre-tender Meeting and at RMS’s Parramatta Office located at 27-31 Argyle Street, Parramatta.

1.4 DEFINITIONS

These definitions apply to the Information for Tenderers and the Tender Request Documents - Volume 1 referred to in section 1.3:

- Contact Officer means the person named in section 1.2.
- Contract means the contract, if any, under which the Contractor is engaged by RMS to perform the Works.
- Contractor means the successful Tenderer, if any, contracted by RMS to perform the Works.
- E-Tender means a tender submitted electronically and in hard copy as set out in the relevant Conforming Tender Checklist.
- Imported Content means the full landed and duty paid cost in Australia, inclusive of all related charges.
- Information Documents means the documents listed in section 1.3.
- Principal means RMS.
- Project means the project briefly described in section 1.1.
- “RTA” or “Roads and Traffic Authority” means the Principal, and a reference to any “RTA” document (including an RTA Specification, Test Method or other document) is a reference to the equivalent document published by the Principal (or its predecessor, the RTA), regardless of whether it is titled “RTA” or “Roads and Maritime Services” or “RMS” (in this respect, the parties acknowledge that the Principal is progressively updating its documents from “RTA” to “[RMS]” and that this is likely to be ongoing during the currency of the Contract).”
- Subcontractors includes consultants and suppliers.
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- Tender Documents means:
  - the Tender Form, the Schedule to Tender Form and the Tender Price Summary Sheet completed, signed and submitted by the Tenderer
  - the Schedule of Rates (if any) completed and submitted by the Tenderer
  - the Schedule of Prices (if any) completed and submitted by the Tenderer
  - the General Conditions of Contract
  - the Specifications
  - the Drawings
  - Addenda issued by RMS during the tender period

- Tender Price means:
  - the Tenderer's rates and lump sums set out in the Schedule of Rates, if any, forming part of the Tender Documents; and
  - the Tenderer's lump sum price set out in the Schedule of Prices, if any, forming part of the Tender Documents
  as adjusted in accordance with the Tender Documents.

- Tender Request Documents means Volumes 1 and 2 of the Tender Request Documents referred to in section 1.3 and addenda issued by RMS during the tender period.

- Tender means a person proposing to submit a Tender.

Words defined in the General Conditions of Contract have the same meanings where used in the other Information Documents.

1.5 Geotechnical Information

The Geotechnical Information was compiled during the design phase of the project. It will not form part of the Contract to be entered into for the execution of the works and is given to Tenderers only in compliance with any duty to disclose relevant information.

Tenderers should re-appraise all information and reports provided bearing in mind their own intentions for the use of that information.

The Geotechnical Information is given in good faith but is not intended to be a complete and exhaustive statement of all relevant geotechnical information. The interpretations and conclusions drawn from the information collected are those of the reporting officer/s. It should be understood that the nature and limitations of site investigation procedures often mean that more than one interpretation of the data is possible.

The bore and test pit logs included are the interpretations of the logging officer and it should be understood that different interpretations may be drawn by the Tenderers.

Tenderers are advised to carefully check the bore logs, bearing in mind their specific intended use of this information.

Tenderers are reminded that the bore and test pit data provided refers to information gathered at single locations and Tenderers should bear this in mind in extrapolating this information to the site in general.
2 POLICIES

2.1 NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT AND IMPLEMENTATION GUIDELINES

Terminology

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 (NSW Guidelines) apply to the project the subject of this contract.

Terms used in this section 2.1 of this contract (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

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 contract;
- 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 contract, 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 tender, 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 tender.

Cost, efficiency, productivity and workplace safety

The tenderer agrees that it must include in its response as required in Annexure RFT2:

- for projects where the NSW Government or public sector body contribution is $10 million or more or is at least $5 million 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 to this tender, properly executed by or on behalf of the tenderer.

The tenderer acknowledges that by submitting this response it agrees to RMS and the 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 tender. The tenderer will allow authorised personnel to:

- access premises and sites controlled by the tenderer or its related entities;
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- 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 tender.

**Disclosure of information**

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, the National Code of Practice for the Construction Industry, and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry 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 the Client Agency), 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**

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 the Primary obligation clauses and Disclosure of information clauses in respect of the relevant subcontractor or consultant;
- comply with the applicable plans and policies on the project referred to in the Cost, efficiency, productivity and workplace safety clauses; 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 the Cost, efficiency, productivity and workplace safety clauses.

### 2.2 CONTRACTOR PERFORMANCE REPORTING

During the course of the Contract, the Contractor's performance will be monitored.

### 2.3 SHARING OF INFORMATION BETWEEN GOVERNMENT AGENCIES

NSW Government agencies, Local Government authorities and members of Austroads Incorporated make available to each other information relating to projects including information relating to the Tenderer's / Contractor's performance (for example, substantiated reports of unsatisfactory performance) or financial information.

This information may be taken into account by agencies and authorities in considering whether to offer the Tenderer opportunities for work (including for example the assessment of suitability for registration, prequalification, selective tender lists or the award of a contract).
2.4 DISCLOSURE OF CONTRACT INFORMATION

In accordance with NSW Government Policy to publicly disclose details of its contracts, RMS will publish the following information about the Contract:

- Details of Contract (description of Project), commencement date of the Contract, the period of the Contract;
- The full identity of the successful Tenderer including details of cross ownership of relevant companies;
- The price payable by the agency and the basis for future changes in this price;
- The significant assessment criteria and the weightings used in tender assessment;
- Provisions for re-negotiation (where applicable).

2.5 RETURN OF INFORMATION DOCUMENTS TO RMS

Any of the Information Documents may contain sensitive information which RMS may wish to protect by having those Information Documents returned to RMS.

Information Documents made available to a Tenderer and identified in Annexure RFT5, and all copies made of those documents, must be returned by the Tenderer to the Contact Officer within the time shown in Annexure RFT5 or other time as required by RMS.

2.6 RMS STATEMENT OF BUSINESS ETHICS AND CUSTOMER CHARTER

Parties to the contract must comply with the RMS Statement of Business Ethics. Copies of the statement are available from the RMS’s website.


Your attention is drawn to the RMS Customer Charter which is available from RMS’s website


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

2.7 SYSTEM REQUIREMENTS FOR CONTRACT AWARD

Prior to award of the contract, the tenderer must be able to demonstrate that their management systems meet the following requirements:

- Work Health and Safety Management System
  - The contractors WHS system must comply with Edition 5 of the NSW Government WHS Management System Guidelines.

- Environmental Management System
  - For contracts greater than $1M, the contractors Corporate Environmental Management System must comply with Edition 3 of the NSW Government’s Environmental Management System Guidelines.

- Quality Management System
  - For contracts less than $1M, a quality management system that meets the requirements of RMS Quality Management System Specification Q4
  - For contracts greater than $1M, a quality management system that meets the requirements of RMS Quality Management System Specification Q6.
3. PRE-TENDER

3.1 PRE-TENDER MEETING

A pre-tender meeting, including a site inspection, will be held on Wednesday, 27 May 2015 at Parramatta RSL Club (corner of Macquarie and O’Connell Streets) commencing at 9.30am.

Attendance is mandatory - see section 4.1.

3.2 TEST CORES AND SITE INSPECTIONS

Tenderers may conduct additional test core and site investigations by arrangement with the Contact Officer.

The RMS test cores will be made available for viewing at GHD’s Artarmon Office, 57-63 Herbert St Artarmon NSW 2064 subject to prior arrangement with the Contact Officer. Immediately after the pre-tender meeting referred to in section 3.1.

4 SUMMARY OF REQUIREMENTS FOR TENDER

4.1 ELIGIBILITY TO TENDER

To be eligible to tender, the Tenderer must:

- be prequalified at the appropriate level (see section 5.1), and
- attend the Pre-Tender Meeting (if any) (see section 5.2)
- attend the Site Inspection (if any) (see section 5.2)
- comply with the obligations for Workplace Relations Management, Training Management and Aboriginal Participation to the extent required (see sections 5.3, 5.4, 5.5 and 5.6)

4.2 LODGING A CONFORMING TENDER

To lodge a conforming tender, the Tenderer must comply with section 6 and do all the things set out in the relevant Conforming Tender Checklist attached to this document.

4.3 LODGING AN ALTERNATIVE TENDER

To lodge an alternative tender, the Tenderer must also lodge a conforming tender and must provide the details set out in section 7.

4.4 POST-TENDER SUPPORTING INFORMATION

To ensure that the tender remains conforming, the Tenderer must provide supporting information within 5 working days of a request (see section 8).
4.5 **POST-TENDER FINANCIAL INFORMATION**

To ensure that the tender remains conforming, the Tenderer must provide financial information within 5 working days of a request (*see section 9*).

5 **ELIGIBILITY TO TENDER**

5.1 **PREQUALIFICATION**

The Tenderer must be prequalified with the RMS under the National Prequalification System for Civil (Road and Bridge) Construction Contracts, at the prequalification class *R4* (or higher) and *Class B3* (or higher) and at financial level *F50* (or higher).

5.2 **PRE-TENDER MEETING AND SITE INSPECTION**

If a pre-tender meeting or site inspection is held, the Tenderer or its representative must attend.

5.3 **WORKPLACE RELATIONS MANAGEMENT**

To the extent required by the Contract the Tenderer must demonstrate its commitment and capacity to plan and manage workplace relations and implement effective workplace relations management plans in accordance with the NSW Government the Implementation Guidelines to the NSW Code of Practice for Procurement (Building and Construction Industry).

5.4 **TRAINING MANAGEMENT**

To the extent required by the Contract the Tenderer must demonstrate its commitment and capacity to plan and manage training in accordance with the NSW Government Training Management Guidelines.

5.5 **ABORIGINAL PARTICIPATION IN CONSTRUCTION**

To the extent required by the Contract the Tenderer must demonstrate its 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 (February 2015 or later update).

5.6 **BUILDING CODE 2013**

To the extent required by the contract it is a condition for participation that Tenderers comply with the Building Code 2013 (Building Code).

It is also a condition for participation in this Tender that, at the time of lodgement of the tender, the Tenderer must not be precluded from tendering for Australian Government funded building and construction work.
6 LODGING A CONFORMING TENDER

6.1 TENDER FORM

All pages of the Tender Form must be initialled and both the Schedule to Tender Form and the Tender Price Summary Sheet properly completed and signed by or on behalf of the Tenderer as a binding legal offer to RMS. This requirement does not apply to an E-Tender.

6.2 GOODS AND SERVICES TAX

The tendered individual rates and prices must be exclusive of Goods and Services Tax (GST) but the total amount of GST, if it is payable, must be included as required in the Tender Form, Schedule of Rates and Schedule of Prices.

6.3 SCHEDULE OF RATES

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

6.4 SCHEDULE OF PRICES

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

- include all items for which RMS has suggested a provisional quantity, and
- use the provisional quantities (if any) suggested by RMS, and
- only include items which form part of the Works described in the Tender Documents, and
- be fully priced, and
- when all the prices and items are extended, equal the lump sum component of the Tender Price.

If the Schedule of Prices submitted by a Tenderer includes an item which is not acceptable to RMS or is not part of the Works 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 the Tenderer 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.

6.5 TENDER PROGRAM

The Tender Program must be in the form of a bar-chart drawn to a weekly time scale and must:

- detail the Tenderer’s proposals to complete the Works by the Contractual Completion Date
- detail the Tenderer's proposals to complete Milestones by the Contractual Completion Date for those Milestones (if applicable)
- show the date on which the Tenderer anticipates reaching Completion for the Works and for each Milestone
- show the order and duration allowed for significant activities
- show inter-relationships between activities which are critical to the program logic
- show the highlighted critical path for each Milestone and for the Works
- include comments by the Tenderer as necessary to clarify, for tender evaluation purposes, the logic on which the Tender Price relies
6.6 **Statutory Declaration**

The statutory declaration must be:

- in the form set out in Annexure RFT1, and
- made by the Tenderer or, if the Tenderer is a corporation, by an officer of the Tenderer who is in a position to know the facts attested to in the statutory declaration, and
- signed by the declarant in the presence of a Justice of the Peace or a solicitor of the Supreme Court of New South Wales or another person authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the state of New South Wales, any person having authority to administer an oath in that place.

6.7 **Statement of Recent Projects**

The Statement of Recent Projects must list the 10 most recent projects undertaken by the Tenderer which are similar to the proposed Works.

6.8 **Building Code 2013 & Australian Government Building and Construction OHS Accreditation Scheme**

Where the Building Code 2013 applies in Annexure RFT2:

- By submitting an expression of interest or tender to undertake the work/services you:
  (a) will be deemed to have read; and agree that you must comply with the Building Code. Notwithstanding any other provisions of the Tender Documents, Tenderers hereby consent to the disclosure of information concerning compliance with the Building Code, including details of whether or not a sanction (see Section 8.2 of the Supporting 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 Building Code 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.
- Tenderers should be aware that the Building Code applies to:
  (a) the project which is the subject of these Tender Documents; and
  (b) all construction and building work undertaken by the Tenderer and its related entities (see section 8 of the Building Code) thereafter as defined in the Building Code, including work on all new privately funded construction projects in Australia.
- Tenderers are required to comply with the Building Code. As part of their tender response, Tenderers must submit a signed “Declaration of Compliance” in accordance with the Declaration of Compliance which is attached to this Request for Tender.
- 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 Building Code and Supporting Guidelines;
  (b) whether the Tenderer has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety
law, or workers’ compensation law and the tenderer has not fully complied, or is not fully complying, with the order.

(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 Building Code 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 Building Code 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 Building Code.

(g) where the tenderer has an enterprise agreement made under the Fair Work Act on or after 1 February 2013, Australian Government agencies must require the tenderer to confirm, in their submission, that the agreement includes genuine dispute resolution procedures.

- 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 OHS Accreditation Scheme applies in RFT2:

- The successful Tenderer must be accredited under the Australian Government Building and Construction OHS 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.

- The successful Tenderer must comply with all conditions of Scheme accreditation.

6.9 E-TENDERS

If the documents electronically submitted as part of an E-Tender do not include all of the required documents then the tender will be regarded as non-conforming.

The hard copy of each document submitted to the Principal must contain identical information as the same document that was lodged electronically. If there are any differences, the document lodged electronically will take precedence.

6.10 LODGEMENT OF TENDERS OTHER THAN E-TENDERS

Tenders lodged other than as E-Tenders are to be enclosed in a sealed envelope, endorsed MR154 - The Northern Road, Upgrade between Old Northern Road and Peter Brock Drive (Contract No. 14.2613.0982) with the tenderer's name and address clearly displayed and either: placed in the tender box at the office of the RMS, Level 9, 101 Miller street, North Sydney NSW 2060, , or mailed to the Tender Box, Level 9, 101 Miller street, North Sydney NSW 2060, so as to be received, before the closing time and date shown in the advertisement. Tenders submitted by facsimile or email will not be considered.
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 submission of tenders. The RMS will consider late tenders in accordance with this section of the Code.

7  LODGING AN ALTERNATIVE TENDER

7.1 TENDERER MUST ALSO LODGE CONFORMING TENDER

The Tenderer may lodge an alternative tender as long as it also lodges a conforming tender.

A separate Tender Form, including Schedule to Tender Form and Tender Price Summary Sheet, must be submitted for each alternative tender with accompanying Schedule of Rates and Schedule of Prices, as appropriate.

Alternative tenders that are lodged electronically must be lodged as a separate E-Tender on the website referred to in the Conforming Tender Checklist (refer to Annexure RFT4).

7.2 DETAILS REQUIRED FOR ALTERNATIVE TENDER

If an alternative tender is submitted, the Tenderer must:

- show how it differs from the Tender Request Documents
- show that the alternative tender satisfies the design and performance criteria on which the Tender Documents rely
- detail and quantify the advantages which the alternative tender offers to RMS
- identify the effects of the alternative tender on the Tender Price and the Tender Program
- propose milestones for the submission of further drawings and specifications.

7.3 CONSIDERATION OF ALTERNATIVE TENDER

RMS may consider the Tenderer's alternative tender even though the Tenderer's conforming tender is not the lowest in price.

7.4 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 RMS's right to accept any tender conditionally.

8. POST-TENDER SUPPORTING INFORMATION

8.1 SUPPORTING INFORMATION TO BE SUPPLIED ON REQUEST

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

- Quality Management System details (QA contracts only) (see section 8.2)
- organisation details (see section 8.3)
8.2 **QUALITY MANAGEMENT SYSTEM DETAILS**

The Tenderer must provide the following Quality Management System details:

- details of significant changes (if any) made to the Quality Management System documentation since it was last provided to RMS for the purposes of prequalification
- the Tenderer's most recent internal or external quality management system audit report

If the Tenderer is unsuccessful, the documents provided under this clause will be returned to the Tenderer as soon as practicable.

8.3 **ORGANISATION DETAILS**

Organisation details must include:

- an organisation chart clearly showing:
  - proposed supervisory staff including all site staff from foreman/supervisor level and above *and specifically those positions listed in clause 20 of specification RMS G1*
  - the chain of command from site to senior company management
  - work functions and responsibilities of all site staff
- curricula vitae for all proposed site staff shown on the organisation chart.

The work functions shown in the organisation chart must relate to the work functions described in the Tender Program.

8.4 **SUB-CONTRACTING PROPOSAL**

The sub-contracting proposal must set out the nature and extent of work proposed to be subcontracted. The proposal is to include the names of proposed Subcontractors for subcontracts with an estimated value greater than $100,000.

The sub-contracting proposal must set out the monitoring arrangements that the Contractor intends to use for effective management of all subcontractors. This must include the level of surveillance, who will conduct the surveillance and the WHS, environmental and quality management systems the Subcontractors will work under.

8.5 **WHS DETAILS**

The WHS details must include:

- Preliminary Site Specific WHS Management System;
8.6 ENVIRONMENTAL MANAGEMENT DETAILS

The environmental management details must include:

- Preliminary Site Environmental Management Plan addressing the environmental requirements of the Tender Documents
- evidence of environmental management implementation and operation, demonstrating the Tenderer’s commitment at all levels eg. identification of major environmental risks, audits, inspections, response to pollution incidents and environmental management issues, training and environmental awareness of staff and employees.

8.7 WORKPLACE RELATIONS MANAGEMENT DETAILS

The workplace relations management details must include:

- the names of the Commonwealth (Federal) and NSW awards to which the Tenderer is bound
- copies of enterprise or workplace agreements to which the Tenderer is bound
- appropriate information to verify compliance with awards, enterprise or workplace agreements and other legal obligations relating to employment

and where required in Annexure RFT2

- a Workplace Relations Management Plan complying with the NSW Government Implementation Guidelines to the NSW Code of Practice for Procurement.

8.8 TRAINING MANAGEMENT DETAILS

Where required in Annexure RFT2, the training management details must include:

- a statement outlining priorities for training for the enterprise
- Enterprise Training Management Plan complying with the NSW Government Training Management Guidelines

8.9 ABORIGINAL PARTICIPATION IN CONSTRUCTION

Where required in Annexure RFT2, the Aboriginal Participation in Construction details must include:

- Management statement of support for Aboriginal Participation.
- Statement of Opportunities for Aboriginal Participation.

8.10 CONTRACT DISCLOSURE AND RELATED BODY CORPORATE

The Principal will disclose the contract information required by Government Information (Public Access) Act 2009 (NSW) ("GIPA Act"). To allow the Principal to comply, the contractor must submit particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth)
in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the Contractor’s obligations under the contract or will receive a benefit under the Contract.

8.11 OTHER INFORMATION

The Tenderer must submit other information as listed in Annexure RFT2.

Selected Tenderers will be requested to attend individual post tender discussions as part of the tender evaluation process. These discussions may include individual half-day workshops during which the Tenderer will be required to present the proposed approach to undertaking the Works. The presentation will need to specifically address in detail the items noted in Annexure RFT2.

9. FINANCIAL ASSESSMENT

By tendering for this Contract, the Tenderer agrees that RMS may engage a financial assessor to obtain financial information and undertake a financial assessment of the Tenderer.

In addition, RMS may require financial assessments to be undertaken of the Contractor during the course of the contract.

The Tenderer must submit the following information within 5 working days of a request by RMS.

RMS will treat all financial information in the strictest confidence. A copy of all information provided will be retained by RMS for record purposes.

9.1 FINANCIAL INFORMATION

Financial statements for the past three financial years.

- Financial statement should preferably be prepared in accordance with Australian Accounting Standards. Financial statement should contain a Balance Sheet, Profit and Loss Statement, summary and detailed), Statement of Cash Flows, Notes to the Accounts, Compilation Report (if externally prepared), Director’s / Trustee Report (if prepared), and Auditor’s Report (if required to be audited).
- Most recent half-yearly or management accounts (preferably no more than 6 months old)
- Forecast Balance Sheet and Profit & Loss to the end of the current financial year.
- Forecast Cash Flow Statements to the end of the current financial year.

9.2 CONTRACTING ENTITY

The Tenderer must ensure that the financial information provided relates to the contracting entity itself.

9.3 BUSINESS DETAILS

Brief description of business and company history.

9.4 OWNERSHIP AND STRUCTURE

- Details of directors and executive managers including their background and experience and contingency plans for risk management.
- An organisational chart showing internal management structure and key positions.
9.5 **WIDER CORPORATE TREE**
- Diagram of corporate relationships and listing of related parties.
- Listing of all related party loans.

9.6 **KEY CUSTOMERS**
For 20 largest clients, prepare information including client name, number of jobs completed in last 12 months and percentage of total revenue in last 12 months.

9.7 **WORKING CAPITAL MANAGEMENT**
- Ageing analysis of all trade debtors and trade creditors i.e. 1-30 days, 31-60 days, 61-90 days, over 90 days.
- Individual ageing debtor analysis of top 50 trade debtors by total amount owed.
- Individual ageing creditor analysis of top 50 trade creditors by total amount owing.

9.8 **SUPPLIER CONCENTRATION**
Listing of critical suppliers and value of spend in past 12 months.

9.9 **PROJECTS**
- Listing of current tender’s submitted and potential value.
- A list of all contract works and services currently being undertaken by the Tenderer for a client including details of RMS or client for each contract, the contract value, the percentage completed and payments received to date.
- Summary of forecast revenue in the current financial year end based on work remaining from secured work.

9.10 **CLAIMS**
Summary of any significant claims against the applicant or by the applicant that could affect financial capacity

9.11 **REGULATORY ENVIRONMENT**
List of major regulatory requirements governing the operation of the business.

9.12 **FINANCING FACILITIES**
- Listing of all banking facilities such as overdraft, loan facilities and bank guarantee facilities including facility limit, amount drawn and amount remaining. Details of any refinancing required and covenants that exist between the company and financial.
- A recent letter from a bank or financier confirming the banking facility details is required.

9.13 **TRADE SURVEY INFORMATION**
Nomination of at least 10 suppliers and 10 subcontractors with fax and email contact details for assessors to conduct trade surveys.
9.14 **ADDITIONAL INFORMATION ON REQUEST**

When requested, tenderers must submit a detailed monthly cashflow forecast for the 12 months from the last financial year end to the current financial year end together with information regarding assumptions relating to the forecasts, or other relevant information requested by the financial assessor.

10 **TENDER PRICING CONSIDERATIONS**

10.1 **COMMERCIAL PRODUCTS NOMINATED BY RMS**

If a commercial product is referred to by catalogue number or brand name in the Tender Documents, the Tenderer must base its Tender on the named product even if the Tender Documents allow the successful Tenderer to nominate an equivalent or approved equivalent product.

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

10.2 **CUSTOMS DUTY**

If applicable, the Tenderer 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 Works.

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

11 **ASSESSMENT OF TENDERS**

11.1 **LATE TENDERS**

RMS will not consider a late tender unless the Tenderer establishes to RMS's satisfaction that the integrity and competitiveness of the tendering process has not been compromised.

E-Tenders lodged after the closing date and time for E-Tender lodgement or hard copy tenders lodged after the closing date and time hard copy tenders will be considered to be late, regardless of the actual time of electronic submission or posting.

11.2 **BEST VALUE FOR MONEY ASSESSMENT**

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

- the tender price and the integrity of its structure (after application of applicable Government Purchasing Policies)
- individual rates and prices and the integrity of their structure
- the details and logic of the Tender Program
- previous contractor performance, current financial position and commitments on other contracts
• the Tenderer’s Quality System documentation and experience and performance in the carrying out of Quality Assurance contracts (QA contracts only)
• the Tenderer’s WHS performance, experience and suitability of proposed WHS Site Scheme
• the Tenderer’s environmental management performance, experience and suitability of proposed environmental management plan
• suitability of proposed personnel, plant, equipment and Subcontractors
• proposals (where requested in the Tender Request Documents) and previous performance, concerning safety, workplace relations, environmental protection, Aboriginal participation in construction and community relations
• claims history
• record of compliance or otherwise with NSW Government Codes of Tendering and Practice
• records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments
• other criteria listed in Annexure RFT3.

12. GENERAL

12.1 TENDER VALIDITY PERIOD

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

12.2 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 the successful Tenderer by the RMS's authorised delegate.

12.3 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.

12.4 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 work under the Contract is not to be taken as an exhaustive statement of conditions which may be encountered during the course of the work under the Contract.

12.5 ESTIMATED QUANTITIES

The quantities shown in the 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.
12.6 **SUBCONTRACTORS NOT APPROVED**

Acceptance of a tender by RMS does not constitute an approval of a proposed Subcontractor or subcontracted work or a waiver of objection under clause 32 of the General Conditions of Contract.

12.7 **NO IMPLIED TERMS**

All of the warranties and conditions applicable to the tender process are set out in this RFT. No other warranties or conditions are to be implied.
ANNEXURE RFT1 - 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 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

signed by the declarant in the presence of a Justice of the Peace or a solicitor of the Supreme Court of New South Wales or another person authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place

* Delete whichever is inapplicable
Authorised Witness’ Certificate

Section 34 (1) (c) of 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 (a) 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 (a) 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 _________________________

Signature: ____________________    DATE: _____________

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.

* delete as applicable
ANNEXURE RFT2 - OTHER INFORMATION TO BE SUBMITTED

(a) The Tenderer must submit the following with the tender

Section 2.1 Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement
A signed undertaking of compliance in the form of Annexure RFT7

Section 6.8 Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme
A signed undertaking of compliance in the form of Annexure RFT6

(b) The Tenderer must also submit the following additional supporting information within 5 working days of a request by RMS:

Section 8.7 Workplace Relations Management Plan
A Workplace Relations Management Plan complying with the requirements of clause 6.1 of the Implementation Guidelines to the NSW Government Code of Practice for procurement

Section 8.8 Training Management
A statement outlining priorities for training for the enterprise

Section 8.8 Training Management
Enterprise Training Management Plan complying with the NSW Government Training Management Guidelines

Section 8.9 Aboriginal Participation in Construction
- Management statement of support for Aboriginal Participation.
- Statement of Opportunities for Aboriginal Participation.

Section 8.10 Related Corporate Body particulars

Section 8.11 Other Information
- Preliminary Earthworks Plan in accordance with clause 1.5 of specification RMS R44
- Details of your proposed construction staging and traffic management arrangements for the Work Under the Contract in sufficient detail to allow the Principal to assess the suitability of your proposed arrangements to limit the impact on traffic through the Site and demonstrate compliance with the requirements of the Contract

* Applies / Does not apply

* Required / Not required

Required
Details of your construction staging proposals for the new major drainage culvert across The Northern Road at approximately Stn. 2160, 2440 and 2620/2660 in sufficient detail to demonstrate compatibility of these proposals with the overall construction staging and traffic management arrangements for the Work Under the Contract

* Delete as appropriate
ANNEXURE RFT3 - OTHER ASSESSMENT CRITERIA

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

- The suitability of your Preliminary Earthworks Plan
- The suitability of your proposed construction staging and traffic management arrangements for the Work Under the Contract
- The suitability of your construction staging proposals for the new major drainage culvert across The Northern Road
ANNEXURE RFT4 - CONFORMING TENDER CHECKLIST
Tenders must be lodged either:
□ by E-Tender; or
□ by Hard Copy

Part A — E-Tender Lodgement

The tender is lodged partly electronically but a complete tender is also lodged in hard copy. The Tenderer must do all of the following things to make sure its tender is conforming when lodged as an E-Tender.

□ complete and submit, by the closing date and time for E-Tender lodgement, the Tender Form, Tender Price Summary Sheet, Schedule of Rates, Schedule of Prices and Tender Program electronically on the following website — https://tenders.nsw.gov.au/rta

□ make sure that E-Tender documents are in MS Office 2003 or MS Project 2003 format

□ complete a hard copy of each of the Schedule to Tender Form and the Tender Price Summary Sheet

□ attach the hard copies of the Schedule to Tender Form and the Tender Price Summary Sheet to a hard copy of the Tender Form

□ sign the hard copies of the Schedule to Tender Form and the Tender Price Summary Sheet in the place provided (or make sure they are signed by a person with authority to sign on the Tenderer's behalf)

□ initial all pages of the hard copy of the Tender Form

□ prepare and sign a hard copy of the Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)

□ always include GST as a total item (see section 6.2)

□ complete a hard copy of the Schedule of Rates provided by RMS (see section 6.3)

□ prepare a hard copy of the Schedule of Prices (see section 6.4)

□ initial all pages of the hard copies of the Schedule of Rates and the Schedule of Prices

□ prepare a hard copy of the Tender Program (see section 6.5)

□ prepare a hard copy of and make the Statutory Declaration (see section 6.6)

□ prepare a hard copy of a statement of recent projects (see section 6.7)

□ prepare and sign a hard copy of the Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme — undertaking of compliance if applicable (see section 6.8)

□ prepare a hard copy of a Customs Duty statement if applicable (see section 10.2)

□ submit all the hard copy documents described above to the Contact Officer no later than the close of business [2 / 3] days after the closing date for E-Tender lodgement

□ not include conditions, assumptions or qualifications in respect of anything contained in the Tender Request Documents
Part B  Hard Copy Lodgement

The tender is lodged completely in hard copy.

The Tenderer must do all of the following things to make sure its tender is conforming when lodged in hard copy in the Tender Box.

- complete a hard copy of each of the Schedule to Tender Form and the Tender Price Summary Sheet
- attach hard copies of the Schedule to Tender Form and the Tender Price Summary Sheet to a hard copy of the Tender Form
- sign the hard copies of the Schedule to Tender Form and the Tender Price Summary Sheet in the place provided (or make sure they are signed by a person with authority to sign on the Tenderer's behalf)
- initial all pages of the hard copy of the Tender Form
- prepare and sign a hard copy of the Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)
- include GST as a total item (see section 6.2)
- complete a hard copy of the Schedule of Rates provided by RMS (see section 6.3)
- prepare a hard copy of the Schedule of Prices (see section 6.4)
- initial all pages of the hard copies of the Schedule of Rates and the Schedule of Prices
- prepare a hard copy of the Tender Program (see section 6.5)
- prepare a hard copy of and make the Statutory Declaration (see section 6.6)
- prepare a hard copy of a statement of recent projects (see section 6.7)
- prepare and sign a hard copy of the Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme undertaking of compliance if applicable (see section 6.8)
- prepare a hard copy of a Customs Duty statement if applicable (see section 10.2)
- lodge all the hard copy documents described above in the Tender Box by the closing date and time for hard copy lodgement
- not include conditions, assumptions or qualifications in respect of anything contained in the Tender Request Documents
**CONFORMING TENDER CHECKLIST**

**LUMP-SUM TENDER**

Tenders must be lodged either:
- by E-Tender; or
- by Hard Copy

**Part A - E-Tender Lodgement**

The tender is lodged partly electronically but a complete tender is also lodged in hard copy. The Tenderer must do all of the following things to make sure its tender is conforming when lodged as an E-Tender.

- complete and submit, by the closing date and time for E-Tender lodgement, the Tender Form, Schedule of Prices and Tender Program electronically on the following website - [https://tenders.nsw.gov.au/rta](https://tenders.nsw.gov.au/rta)
- make sure that E-Tender documents are in MS Office 2003 or MS Project 2003 format
- complete a hard copy of the Schedule to Tender Form
- attach the hard copy of the Schedule to Tender Form to a hard copy of the Tender Form
- sign the hard copy of the Schedule to Tender Form in the place provided (or make sure they are signed by a person with authority to sign on the Tenderer's behalf)
- initial all pages of the hard copy of the Tender Form
- prepare and sign a hard copy of the Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement **(see section 2.1)**
- always include GST as a total item **(see section 6.2)**
- prepare a hard copy of the Schedule of Prices **(see section 6.4)**
- initial all pages of the hard copy of the Schedule of Prices
- prepare and sign a hard copy of Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement **(see section 2.1)**
- prepare a hard copy of the Tender Program **(see section 6.5)**
- prepare a hard copy of and make the Statutory Declaration **(see section 6.6)**
- prepare a hard copy of a statement of recent projects **(see section 6.7)**
- prepare and sign a hard copy of the Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme undertaking of compliance if applicable **(see section 6.8)**
- prepare a hard copy of a Customs Duty statement if applicable **(see section 10.2)**
- submit all the hard copy documents described above to the Contact Officer no later than the close of business **[2 / 3]** days after the closing date for E-Tender lodgement
- not include conditions, assumptions or qualifications in respect of anything contained in the Tender Request Documents
Part B—Hard Copy Lodgement

The tender is lodged completely in hard copy.

The Tenderer must do all of the following things to make sure its tender is conforming when lodged in hard copy in the Tender Box.

- complete a hard copy of the Schedule to Tender Form
- attach hard copy of the Schedule to Tender Form to a hard copy of the Tender Form
- sign the hard copy of the Schedule to Tender Form in the place provided (or make sure they are signed by a person with authority to sign on the Tenderer's behalf)
- initial all pages of the hard copy of the Tender Form
- include GST as a total item (see section 6.2)
- complete a hard copy of the Schedule of Rates provided by RMS (see section 6.3)
- prepare and sign a hard copy of the Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)
- prepare a hard copy of the Schedule of Prices (see section 6.4)
- initial all pages of the hard copies of the Schedule of Rates and the Schedule of Prices
- prepare and sign a hard copy of Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)
- prepare a hard copy of the Tender Program (see section 6.5)
- prepare a hard copy of and make the Statutory Declaration (see section 6.6)
- prepare a hard copy of a statement of recent projects (see section 6.7)
- prepare and sign a hard copy of the Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme undertaking of compliance if applicable (see section 6.8)
- prepare a hard copy of a Customs Duty statement if applicable (see section 10.2)
- lodge all the hard copy documents described above in the Tender Box by the closing date and time for hard copy lodgement
- not include conditions, assumptions or qualifications in respect of anything contained in the Tender Request Documents
CONFORMING TENDER CHECKLIST
SCHEDULE OF RATES TENDER

Tenders must be lodged either:

☐ by E-Tender; or
☐ by Hard Copy

Part A — E-Tender Lodgement
The tender is lodged partly electronically but a complete tender is also lodged in hard copy. The Tenderer must do all of the following things to make sure its tender is conforming when lodged as an E-Tender.

☐ complete and submit, by the closing date and time for E-Tender lodgement, the Tender Form, Schedule of Rates and Tender Program electronically on the following website—https://tenders.nsw.gov.au/rta—

☐ make sure that E-Tender documents are in MS Office 2003 or MS Project 2003 format

☐ complete a hard copy of the Schedule to Tender Form

☐ attach the hard copy of the Schedule to Tender Form to a hard copy of the Tender Form

☐ sign the hard copy of the Schedule to Tender Form in the place provided (or make sure they are signed by a person with authority to sign on the Tenderer’s behalf)

☐ initial all pages of the hard copy of the Tender Form

☐ prepare and sign a hard copy of the Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)

☐ always include GST as a total item (see section 6.2)

☐ complete a hard copy of the Schedule of Rates provided by RMS (see section 6.3)

☐ initial all pages of the hard copy of the Schedule of Rates

☐ prepare and sign a hard copy of Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)

☐ prepare a hard copy of the Tender Program (see section 6.5)

☐ prepare a hard copy of and make the Statutory Declaration (see section 6.6)

☐ prepare a hard copy of a statement of recent projects (see section 6.7)

☐ prepare and sign a hard copy of the Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme undertaking of compliance if applicable (see section 6.8)

☐ prepare a hard copy of a Customs Duty statement if applicable (see section 10.2)

☐ submit all the hard copy documents described above to the Contact Officer no later than the close of business [2 / 3] days after the closing date for E-Tender lodgement

☐ not include conditions, assumptions or qualifications in respect of anything contained in the Tender Request Documents
Part B — Hard Copy Lodgement

The tender is lodged completely in hard copy.

The Tenderer must do all of the following things to make sure its tender is conforming when lodged in hard copy in the Tender Box.

- complete a hard copy of the Schedule to Tender Form
- attach hard copy of the Schedule to Tender Form to a hard copy of the Tender Form
- sign the hard copy of the Schedule to Tender Form in the place provided (or make sure they are signed by a person with authority to sign on the Tenderer's behalf)
- initial all pages of the hard copy of the Tender Form
- prepare and sign a hard copy of the Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)
- include GST as a total item (see section 6.2)
- complete a hard copy of the Schedule of Rates provided by RMS (see section 6.3)
- initial all pages of the hard copy of the Schedule of Rates
- prepare and sign a hard copy of Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement (see section 2.1)
- prepare a hard copy of the Tender Program (see section 6.5)
- prepare a hard copy of and make the Statutory Declaration (see section 6.6)
- prepare a hard copy of a statement of recent projects (see section 6.7)
- prepare and sign a hard copy of the Building Code 2013 and Australian Government Building and Construction OHS Accreditation Scheme undertaking of compliance if applicable (see section 6.8)
- prepare a hard copy of a Customs Duty statement if applicable (see section 10.2)
- lodge all the hard copy documents described above in the Tender Box by the closing date and time for hard copy lodgement
- not include conditions, assumptions or qualifications in respect of anything contained in the Tender Request Documents
ANNEXURE RFT5 - SENSITIVE INFORMATION DOCUMENTS

The following Information Documents are sensitive documents and must be returned to RMS:

The time for returning the documents is: *Not applicable* (if nothing stated, 60 days after the lodgement date for tenders)
ANNEXURE RFT6 - DECLARATION OF COMPLIANCE WITH THE
BUILDING CODE 2013 AND AUSTRALIAN GOVERNMENT BUILDING AND
CONSTRUCTION OHS ACCREDITATION SCHEME

(If required as per Annexure RFT2)

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 OHS 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 OHS Accreditation Scheme, including the expiry date of
       accreditation or provide evidence that accreditation is being sought under the
       Scheme.

2. The Tenderer confirms that it has complied with the Building Code 2013 (Building Code), in
preparing this Tender.

3. The Tenderer undertakes that it complies with the Building Code, and has complied with the
Building Code from the time of lodgement of this tender, and that it will require compliance
by its related entities (see section 8 of the Building Code).

4. The Tenderer undertakes to ensure compliance from all subcontractors and consultants
engaged on this project, should it be the successful Tenderer. All contracts must expressly
require compliance with the Building 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,
6. The Tenderer acknowledges that it is aware the Commonwealth or Minister for Employment and Workplace Relations may impose a sanction on a Tenderer or Contractor that does not comply with the Building 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 funded building and construction 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 Building 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 Building 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 Building 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 Building Code in future projects.

10. The Tenderer will:
(a) Describe how the Tenderer has complied with the Building 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 Building Code;

(ii) require compliance with the Building Code from all subcontractors before doing business with them;

(iii) apply the Building Code to privately funded projects that commence after they first lodge an expression of interest or tender for Australian Government projects if the expression of interest or tender occurs on or after 1 November 2005;

(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 Building 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 a work health safety and rehabilitation (WHS&R) plan for the Project;

(vii) respond to requests for information concerning Building 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 Building 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 Building 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 Building 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 Entity.

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 Building 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 Building 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 the subject of this Contract; and

(iii) interview any person, as is necessary to allow validation of its compliance with the Building 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 Building Code.

[To be signed by Tenderer—insert appropriate signature block.]
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 the Building and Construction Industry (NSW Code) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry (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) 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:
       (iii) the NSW Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
       (iv) all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments;
   (d) confirm that, where it and its related entities are, or have been, required to comply with the National Code of Practice for the Construction Industry (National Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry as amended from time to time including the Building Code 2013 (National Guidelines), they have done so; and
   (e) 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, NSW Guidelines (and Victorian counterparts), National Code and National
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, NSW Guidelines (and Victorian counterparts), National Code and
National 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, 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 OHS&R matters that may impact on project costs, related contracts or timelines to the CCU (or nominee) and the Client Agency 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 the Client Agency 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.

(e) 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:..........................................................