
Request for Tenders

Major roadworks and bridgeworks



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CONTENTS

CLAUSE	PAGE
1. INTRODUCTION.....	1
1.1 Project.....	1
1.2 Enquiries.....	1
1.3 Information Documents.....	1
1.4 Definitions.....	2
2. POLICIES.....	3
2.1 Code of Practice.....	3
2.2 Contractor performance reporting.....	3
2.3 Sharing of information between Government agencies.....	3
2.4 Disclosure of contract information.....	3
2.5 Purchasing policies.....	4
2.6 Preference schemes.....	5
2.7 Return of Information Documents to RTA.....	6
3. PRE-TENDER.....	6
3.1 Pre-tender meeting.....	6
3.2 Test cores and site inspections.....	6
4. SUMMARY OF REQUIREMENTS FOR TENDER.....	6
4.1 Eligibility to tender.....	6
4.2 Lodging a conforming tender.....	7
4.3 Lodging an alternative tender.....	7
4.4 Post-tender supporting information.....	7
4.5 Post-tender financial information.....	7
5. ELIGIBILITY TO TENDER.....	7
5.1 Prequalification.....	7
5.2 Pre-tender meeting and site inspection.....	7
5.3 Industrial Relations Management.....	7
5.4 Training Management.....	7
5.5 Aboriginal participation in construction.....	7
5.6 National Code of practice for the construction industry.....	8
6. LODGING A CONFORMING TENDER.....	8
6.1 Tender Form.....	8
6.2 Goods and services tax.....	8
6.3 Schedule of Rates.....	8
6.4 Schedule of Prices.....	8
6.5 Tender Program.....	8
6.6 Statement of Imported Content.....	9
6.7 Statutory declaration.....	9
6.8 Statement of recent projects.....	9
6.9 National Code of Practice for the Construction Industry.....	9
6.10 E-Tenders.....	10
6.11 Lodgement of Tenders other than E-Tenders.....	11
7. LODGING AN ALTERNATIVE TENDER.....	11
7.1 Tenderer must also lodge conforming tender.....	11

C12 Request for Tenders

7.2	Details required for alternative tender	11
7.3	Consideration of alternative tender.....	11
7.4	Conditions applicable to alternative tenders.....	11
8.	POST-TENDER SUPPORTING INFORMATION	12
8.1	Supporting information to be supplied on request.....	12
8.2	Quality System details	12
8.3	Organisation details	12
8.4	Sub-contracting proposal.....	12
8.5	OHS&R details	13
8.6	Environmental management details.....	13
8.7	Industrial Relations management details	13
8.8	Training management details.....	13
8.9	Aboriginal Participation in Construction.....	13
8.10	Other information	14
9.	POST-TENDER FINANCIAL INFORMATION	14
10	TENDER PRICING CONSIDERATIONS	15
10.1	Commercial products nominated by RTA.....	15
10.2	Customs duty	15
11	ASSESSMENT OF TENDERS.....	15
11.1	Late tenders	15
11.2	Application of government preference margins	15
11.3	Application of CIPS	15
11.4	Best value for money assessment	15
12.	GENERAL.....	16
12.1	Tender validity period	16
12.2	Acceptance of tender	16
12.3	Information provided for convenience only	16
12.4	Information not exhaustive.....	16
12.5	Estimated quantities.....	16
12.6	Subcontractors not approved	17
12.7	No implied terms	17
	ANNEXURE RFT1 - STATUTORY DECLARATION	18
	ANNEXURE RFT2 - OTHER INFORMATION TO BE SUBMITTED	19
	ANNEXURE RFT3 - OTHER ASSESSMENT CRITERIA	20
	ANNEXURE RFT4 - CONFORMING TENDER CHECKLIST	21
	ANNEXURE RFT5 - SENSITIVE INFORMATION DOCUMENTS	28
	ANNEXURE RFT6 - UNDERTAKING OF COMPLIANCE.....	29
	LAST PAGE OF RTA C12 IS	30

1. INTRODUCTION

1.1 PROJECT

This request for tenders (**RFT**) by the Roads and Traffic Authority of New South Wales (**RTA**) is for *road reconstruction on MR92 between Bulee and Nerriga, 44.2 km to 53.4 km-west of Hames Road, Nowra NSW (Contract No. 0092.404.RC.2731).*

1.2 ENQUIRIES

General enquiries may be directed to:

RTA Project Manager, Ross Dearden
Phone: (02) 4221 2403 Fax: (02) 4221 2549

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

Such application should be addressed to

Project Manager (MR92 Nowra to Nerriga),
Road and Traffic Authority,
PO Box 477, Wollongong, NSW 2520

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
 - Schedule of Daywork Rates 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
- Geotechnical Information
- Environmental Assessment Documents

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 (including GST)**.

~~Hard copies of these documents may be available for separate purchase. You should check with the Contact Officer on the availability and cost of hard copies.~~

A hard copy of the Geotechnical Information is available for viewing at **RTA Southern Region, Level 4, 90 Crown Street, Wollongong**. Tenderers' attention is drawn to the 'Notice to Tenderers Regarding Geotechnical Information' contained in ***Geotechnical Overview Report Stage 2 (2007)*** which sets out the conditions of use of that information.

A hard copy of the Environmental Assessment Document relevant to the Project is available for viewing at **RTA Southern Region, Level 4, 90 Crown Street, Wollongong**. ***Further information is also available on the RTA website www.rta.nsw.gov.au.***

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 RTA to perform the Works.
- **Contractor** means the successful Tenderer, if any, contracted by RTA to perform the Works.
- **E-Tender** means a tender submitted electronically and in hard copy as set out in the relevant Conforming Tender Checklist.
- **General Conditions of Contract** means the GC21 - Edition 1 (RTA) General Conditions of Contract.
- **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 RTA.
- **Project** means the project briefly described in section 1.1.
- **Subcontractors** includes consultants and suppliers.
- **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 Schedule of Daywork Rates (if any) completed and submitted by the Tenderer
 - the General Conditions of Contract
 - the Specifications
 - the Drawings

- Addenda issued by RTA 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 Documentsas 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 RTA during the tender period.
- **Tenderer** 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.

2 POLICIES

2.1 CODE OF PRACTICE

2.1.1 NSW Government Code

The NSW Government Code of Practice for Procurement applies to this Project.

Copies of the Codes may be obtained from the NSW Treasury website
<http://www.treasury.nsw.gov.au/procurement/procure-intro.htm>.

Complaints alleging breaches of the Codes will be investigated and acted upon where substantiated. Forms to facilitate the reporting of alleged breaches may be obtained by contacting the Contact Officer.

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, RTA 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 PURCHASING POLICIES

2.5.1 Commonwealth funded works

The purchasing policies described in this section 2.5 **do not** apply to works funded by the Commonwealth Government.

2.5.2 NSW Government Purchasing Policy

The general intention of the NSW Government Purchasing Policies is to promote employment and industry development in Australia and New Zealand.

The Government gives direct effect to these policies by ensuring that Australian and New Zealand suppliers receive preference in Government contracts to the extent set out in the Conditions of Tender.

2.5.3 Requirements on RTA

RTA has been directed by the Government to:

- adopt the policies in all relevant contracts
- ensure that its agents, consultants and others acting on its behalf adhere to the policies where relevant
- ensure that specifications and other tender documents are drafted so as to favour locally sourced goods and services

2.5.4 Tenderers invited to lodge concerns

An Australian or New Zealand supplier who feels that it has been excluded from tendering or penalised by anything in the Information Documents is invited to write in confidence to:

**The Director-General
State and Regional Development
PO Box R1464
Royal Exchange NSW 2000
Facsimile: (02) 9228 3626]**

2.5.5 Assistance in locating Australian suppliers

Tenderers may contact the New South Wales Industrial Supplies Office for free of charge professional assistance in locating potential sources of supply for Australian manufactured products (and services) or those having the highest Australian manufactured content.

**Contact: Executive Director NSW ISO
Telephone: (02) 9819 7200
Facsimile: (02) 9181 3321**

2.6 PREFERENCE SCHEMES

2.6.1 Preference - Australian and New Zealand Goods

It is NSW Government policy that a preference margin of 20% of the Imported Content be added to the Imported Content of all tenders where local content is claimed by any Tenderer. The 20% margin is added to the Imported Content of tenders prior to a comparison of prices as part of the tender assessment process.

New Zealand content is regarded as local content and should not be included as Imported Content for the purposes of this policy.

2.6.2 NSW Country Industries Preference Scheme

The NSW Country Industries Preference Scheme (CIPS) is directed at favouring registered NSW country manufacturers / suppliers over other NSW manufacturers or imported manufacturers with an additional preference of 2.5% or 5%, depending on location in NSW, when:

- the Tenderer is a registered country manufacturer;
- the Tenderer quotes its registration number and the applicable preference margin;
- the goods being sought are goods for which the supplier / country manufacturer is registered.

The CIPS is not applied where the registered NSW country manufacturer / supplier is a proposed Subcontractor to the Tenderer.

Suppliers should note that no country industry preference is applied when preferred tenders are received from manufacturers from other States or New Zealand.

The CIPS preference is to be applied to the equivalent manufactured tendered price (inclusive of any application of the 20% preference margin for Imported Content) of all other tenders.

The NSW CIP Scheme and its method of application is as follows:

There are three classes of NSW tenderers as follows:

1. An approved NSW country tenderer located outside the County of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool, the Municipality of Camden and the Shires, Cities and Municipalities listed in 2 below.
2. An approved NSW country tenderer located in the Shires of Port Stephens, Wyong, Wollondilly and Wingecarribee, the Cities of Gosford, Lake Macquarie, Maitland, Cessnock and Blue Mountains and the Municipalities of Shellharbour and Kiama.
3. A NSW tenderer located outside the areas in 1 or 2.

A scale of maximum preferences applies to each class of NSW tenderers. This is summarised as follows:

Preference to 1 over 2 = 2.5%
Preference to 1 over 3 = 5%
Preference to 2 over 3 = 2.5%

For further information about the Country Industry Preference Scheme, Tenderers should contact:

The Director-General

*State and Regional Development
PO Box R1464
Royal Exchange NSW 2000
Telephone: (02) 9338 6780
Facsimile: (02) 9338 6676*

2.7 RETURN OF INFORMATION DOCUMENTS TO RTA

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

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 RTA.

2.8 RTA STATEMENT OF BUSINESS ETHICS

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

http://www.rta.nsw.gov.au/doingbusinesswithus/downloads/rta_businessethics_dl1.html

3. PRE-TENDER

3.1 PRE-TENDER MEETING

A pre-tender meeting, including a site inspection, will be held on **Wednesday 16 May 2007 at Shoalhaven City Council, Bridge Street, Nowra 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 RTA test cores will be made available for viewing at **the venue or immediately** after the pre-tender meeting referred to in section 3.1 **by request**.

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 Industrial 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 at Roadworks Class R20 or higher and at Bridgeworks Class B2 or higher and must hold current accreditation under the NSW Government OHS&R Management System Guidelines for RTA work at the time of closing of this tender.

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 INDUSTRIAL RELATIONS MANAGEMENT

To the extent required by the Contract the Tenderer must demonstrate its commitment and capacity to plan and manage industrial relations and implement effective industrial relations plans in accordance with the NSW Government Industrial Relations Management Guidelines.

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 Aboriginal Participation in Construction Implementation Guidelines.

5.6 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

To the extent required by the Contract the Tenderer must demonstrate its commitment and capacity to comply with the National Code of Practice for the Construction Industry.

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 RTA. ~~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 RTA (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 RTA has suggested a provisional quantity, and
- use the provisional quantities (if any) suggested by RTA, 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 RTA or is not part of the Works described in the Tender Documents, RTA may insist on the item being deleted. If that occurs, the Schedule of Prices will be adjusted by agreement between RTA 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 STATEMENT OF IMPORTED CONTENT

The statement of imported content must set out full details of the Imported Content (other than New Zealand content) in every scheduled item of work.

6.7 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).

6.8 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.

6.9 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

Where the National Code of Practice for the Construction Industry applies in Annexure RFT2:

- the Tenderer's attention is drawn to the National Code of Practice for the Construction Industry ("the code") and the Industry Guidelines for the Workplace Relations and Occupational Health and Safety components of the National Code of Practice for the Construction Industry ("the industry guidelines"). Tenderers are expected to obtain their own copy of the code and the industry guidelines.
- copies of the code and the Australian Government Implementation Guidelines for the code and the industry guidelines are available at <http://www.workplace.gov.au>.
- notwithstanding any other provisions of the Tender Documents, Tenderers should be aware that information concerning compliance with the code including details of whether or not a sanction has been imposed may be used by the Commonwealth of Australia, its agencies and Ministers and disclosed to others for the purposes of facilitating compliance with the code and the exercise of their statutory and portfolio responsibilities. Tenderers should ensure that its proposed subcontractors are also aware of, and will agree to comply with, these rights of use and disclosure.
- the code and the industry guidelines apply to work to be performed under the Project. It is a condition of the Tender Documents that Tenderers comply with the code and the industry guidelines in relation to the Project. Tenderers are to submit as part of their Tender a signed undertaking of compliance (Annexure RFT 6) which, among other things:
 - (a) confirms that the Tenderer has complied with the code and the industry guidelines in preparing its Tender;

- (b) confirms that the Tenderer will comply with the code and the industry guidelines in performing the Contract should it be the successful Tenderer;
 - (c) provides the Tenderer's consent to disclosure of certain information concerning the Tenderer or indicates that the Tenderer has not revoked a previously given consent; and
 - (d) confirms that the Tenderer's proposed subcontractors have consented or will consent to disclosure of information concerning them.
- it will be a condition of the Contract that the Contractor must comply with the code and the industry guidelines. It will also be a condition of the Contract that the Contractor must not appoint a subcontractor, consultant or supplier in relation to the Project where the appointment would breach a sanction imposed by the Commonwealth of Australia. Further information concerning sanctions which have been imposed may be obtained by contacting:
 - Mr Leigh Quealy
Workplace Relations Implementation Group
Department of Employment and Workplace Relations
Ph: 02 6121 7765
Fax: 02 6276 7004
Email: leigh.quealy@dewr.gov.au
 -
 - each Tenderer must indicate in its Tender:
 - (a) how it has complied with the code and the industry guidelines in the past;
 - (b) how it intends to comply with the code and the industry guidelines in performing the Contract, should it be the successful Tenderer; and
 - (c) where the Tenderer proposes to subcontract an element of the Project the Tender is to either:
 - (i) provide the information detailed at (a) and (b) in relation to each subcontractor; or
 - (ii) detail how the Tenderer intends to ensure compliance with the code and industry guidelines by each subcontractor.
 - where a Tenderer has been in breach of the code or the industry guidelines such that a sanction has been imposed by the Commonwealth of Australia, RTA may in its sole and absolute discretion decide not to consider the Tender any further.

6.10—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.~~

6.11 LODGEMENT OF TENDERS OTHER THAN E-TENDERS

Tenders lodged ~~other than as E-Tenders~~ are to be enclosed in a sealed envelope, endorsed **MR92 Upgrade Stage 2 Bulee to Nerriga** with the tenderer's name and address clearly displayed and either: placed in the tender box at the office of the RTA, Ground Floor, Centennial Plaza, 260 Elizabeth Street, Surry Hills, or mailed to the Tender Box, Roads and Traffic Authority, Ground Floor, Centennial Plaza, 260 Elizabeth Street, Surry Hills, NSW 2010, so as to be received, before the closing time and date shown in the advertisement. Tenders submitted by facsimile, lettergram or telex 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 RTA 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.

For your conforming tender, RTA G1 Clause 10 requires the full construction length to remain open to traffic.

~~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 RTA
- 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

RTA 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

RTA 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 RTA'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 RTA:

- Quality System details (QA contracts only) (*see section 8.2*)
- organisation details (*see section 8.3*)
- sub-contracting proposal (*see section 8.4*)
- OHS&R details (*see section 8.5*)
- Environmental Management details (*see section 8.6*)
- Industrial Relations Management details (*see section 8.7*)
- Training Management details (*see section 8.8*)
- Aboriginal Participation in Construction details (*see section 8.9*)
- other information (*see section 8.10*)

8.2 QUALITY SYSTEM DETAILS

The Tenderer must provide the following Quality System details:

- details of significant changes (if any) made to the Quality System documentation since it was last provided to RTA for the purposes of prequalification
- the Tenderer's most recent internal or external quality 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
 - 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 OHS&R, environmental and quality management systems the Subcontractors will work under.

8.5 OHS&R DETAILS

The OHS&R details must include:

- Preliminary Site Specific OHS&R Management System;
- Initial project OHS risk assessment identifying project-specific risks, relevant company policies and procedures relevant to identified risks and where relevant how the design process will address health and safety risks during construction and maintenance.
- evidence of OHS&R system implementation and operation, demonstrating the Tenderer's commitment at all levels eg. audits, inspections, training and safety awareness of staff and employees.

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 INDUSTRIAL RELATIONS MANAGEMENT DETAILS

The industrial 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

- an Industrial Relations Strategy complying with the NSW Government Industrial Relations Management Guidelines.

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:

- a statement outlining priorities for Aboriginal Participation for the enterprise

8.10 OTHER INFORMATION

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

9. POST-TENDER FINANCIAL INFORMATION

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

- a statement from a reputable financial institution setting out the following details relating to the Tenderer:
 - account name and location of account
 - overdraft facilities including current balance and total facility
 - bank guarantee facilities including current balance and total facility
 - other funding facilities available to the Tenderer including current balance and total facility
- copies of the Tenderer's audited Financial Statements (including notes) for the preceding 2 financial years including:
 - Trading Account
 - Profit and Loss Account
 - Balance Sheet
 - Statement of Cash Flows
 - signed Auditor's report
 - signed Director's report (if Tenderer is a corporation)

If audited statements are not available, unaudited Statements must be provided and these must be accompanied by copies of signed tax returns for the relevant years.

- copies of the Tenderer's latest management accounts (Trading Account, Profit and Loss Account and Balance Sheet) if Financial Statements provided are more than 6 months old
- the Tenderer's current year forecast cash flow statements and details of the assumptions made in preparing the statements
- details of the ageing of debtors receivable and creditors payable of the Tenderer for:
 - 30 days and under
 - 31 to 90 days
 - over 90 days
- details of assignments of assets and any charges over the Tenderer's assets (if the Tenderer is a 'non-reporting entity' as defined in the Statement of Accounting Concepts 1 'Definition of the Reporting Entity')
- a list of all contract works and services currently being undertaken by the Tenderer for a client including details of RTA or client for each contract, the contract value, the percentage completed and payments received to date.

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

10 TENDER PRICING CONSIDERATIONS

10.1 COMMERCIAL PRODUCTS NOMINATED BY RTA

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

RTA will not consider a late tender unless the Tenderer establishes to RTA'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 APPLICATION OF GOVERNMENT PREFERENCE MARGINS

If local content is claimed by a Tenderer and the proposed Works are not funded by the Commonwealth Government, RTA will apply a preference margin of 20% to the Imported Content of all tenders before considering the tender prices submitted by Tenderers.

11.3 APPLICATION OF CIPS

If there is no interstate Tenderer or if, after the application of the preference referred to in section 11.2, an interstate Tenderer is not the lowest conforming Tenderer, RTA will apply the NSW Country Industries Preference Scheme (CIPS). The CIPS does not apply if its application would discriminate against other Australian states or territories or if the proposed Works are federally funded.

11.4 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 OHS&R performance, experience and suitability of proposed OHS&R 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, industrial 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

RTA 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 RTA's authorised delegate.

12.3 INFORMATION PROVIDED FOR CONVENIENCE ONLY

Information provided by RTA 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 RTA 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 RTA 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 RTA 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

* *Delete whichever is inapplicable*

ANNEXURE RFT2 - OTHER INFORMATION TO BE SUBMITTED

Section 6.9 National Code of Practice for the Construction Industry

A signed undertaking of compliance in the form of Annexure RFT6

* ~~Applies~~ / Does not apply

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

Section 8.7 Industrial Relations Management

An Industrial Relations Strategy complying with the NSW Government Industrial Relations Management Guidelines

* Required / ~~Not required~~

Section 8.8 Training Management

A statement outlining priorities for training for the enterprise

* Required / ~~Not required~~

Section 8.8 Training Management

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

* Required / ~~Not required~~

Section 8.9 Aboriginal Participation in Construction

A statement outlining priorities for Aboriginal Participation for the enterprise

* Required / ~~Not required~~

Section 8.10 Other Information

Proposed construction staging arrangements.

Required

ANNEXURE RFT3 - OTHER ASSESSMENT CRITERIA

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

- *Proposed construction staging arrangements*

ANNEXURE RFT4 - CONFORMING TENDER CHECKLIST

CONFORMING TENDER CHECKLIST COMBINED LUMP SUM / 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, 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 2000 or MS Project 2000 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
- ☒ always include GST as a total item (*see section 6.2*)
- ☒ complete a hard copy of the Schedule of Rates provided by RTA (*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 the Statement of Imported Content (*see section 6.6*) (not applicable to federally funded works)
- ☒ prepare a hard copy of and make the Statutory Declaration (*see section 6.7*)
- ☒ prepare a hard copy of a statement of recent projects (*see section 6.8*)
- ☒ prepare and sign a hard copy of the National Code of Practice undertaking of compliance if applicable (*see section 6.9*)
- ☒ 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

C12 Request for Tenders

Project:

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
- ☐ include GST as a total item (*see section 6.2*)
- ☐ complete a hard copy of the Schedule of Rates provided by RTA (*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 the Statement of Imported Content (*see section 6.6*) (not applicable to federally funded works)
- ☐ prepare a hard copy of and make the Statutory Declaration (*see section 6.7*)
- ☐ prepare a hard copy of a statement of recent projects (*see section 6.8*)
- ☐ prepare and sign a hard copy of the National Code of Practice undertaking of compliance if applicable (*see section 6.9*)
- ☐ 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

C12 Request for Tenders

Project:

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/eta>—
- ☐ make sure that E Tender documents are in MS Office 2000 or MS Project 2000 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
- ☐ 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 a hard copy of the Tender Program (*see section 6.5*)
- ☐ prepare a hard copy of the Statement of Imported Content (*see section 6.6*) (not applicable to federally funded works)
- ☐ prepare a hard copy of and make the Statutory Declaration (*see section 6.7*)
- ☐ prepare a hard copy of a statement of recent projects (*see section 6.8*)
- ☐ prepare and sign a hard copy of the National Code of Practice undertaking of compliance if applicable (*see section 6.9*)
- ☐ 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

C12 Request for Tenders

Project:

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 RTA (*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 the Statement of Imported Content (*see section 6.6*) (not applicable to federally funded works)
- ☐ prepare a hard copy of and make the Statutory Declaration (*see section 6.7*)
- ☐ prepare a hard copy of a statement of recent projects (*see section 6.8*)
- ☐ prepare and sign a hard copy of the National Code of Practice undertaking of compliance if applicable (*see section 6.9*)
- ☐ 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

C12 Request for Tenders

Project:

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/rtt> —
- ☐ make sure that E-Tender documents are in MS Office 2000 or MS Project 2000 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
- ☐ always include GST as a total item (*see section 6.2*)
- ☐ complete a hard copy of the Schedule of Rates provided by RTA (*see section 6.3*)
- ☐ initial all pages of the hard copy of the Schedule of Rates
- ☐ prepare a hard copy of the Tender Program (*see section 6.5*)
- ☐ prepare a hard copy of the Statement of Imported Content (*see section 6.6*) (not applicable to federally funded works)
- ☐ prepare a hard copy of and make the Statutory Declaration (*see section 6.7*)
- ☐ prepare a hard copy of a statement of recent projects (*see section 6.8*)
- ☐ prepare and sign a hard copy of the National Code of Practice undertaking of compliance if applicable (*see section 6.9*)
- ☐ 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

C12 Request for Tenders

Project:

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 RTA (*see section 6.3*)
- ☐ initial all pages of the hard copy of the Schedule of Rates
- ☐ prepare a hard copy of the Tender Program (*see section 6.5*)
- ☐ prepare a hard copy of the Statement of Imported Content (*see section 6.6*) (not applicable to federally funded works)
- ☐ prepare a hard copy of and make the Statutory Declaration (*see section 6.7*)
- ☐ prepare a hard copy of a statement of recent projects (*see section 6.8*)
- ☐ prepare and sign a hard copy of the National Code of Practice undertaking of compliance if applicable (*see section 6.9*)
- ☐ 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 RTA:

The time for returning the documents is: (if nothing stated, 60 days after the lodgement date for tenders)

~~ANNEXURE RFT6 – UNDERTAKING OF COMPLIANCE~~

1. ~~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 and ABN – if any)~~

- ~~has complied with the National Code of Practice for the Construction Industry ("the code") and the Industry Guidelines for the Workplace Relations and Occupational Health and Safety components of the National Code of Practice for the Construction Industry ("the industry guidelines") in preparing this Tender for the scope of works set out in the Tender Documents.~~
2. ~~The Tenderer undertakes to comply with the code and the industry guidelines in performing the Contract, should it be the successful Tenderer.~~
3. ~~The Tenderer acknowledges that it is aware the Commonwealth of Australia ("Commonwealth") may impose a sanction on the Tenderer or any contractor that does not comply with the code. The sanction imposed may include but may not be limited to:~~
- ~~(a) the reporting of the breach to an appropriate statutory body or law enforcement agency;~~
 - ~~(b) a formal warning that continued non-compliance will lead to more severe sanctions;~~
 - ~~(c) reduction in the number of tendering opportunities that are given, for example by excluding the non-complying party from tendering for Commonwealth work above a certain value;~~
 - ~~(d) preclusion from tendering for any Commonwealth work for a specified period;~~
 - ~~(e) publication of details of the breach and identification of the party committing the breach;~~
 - ~~(f) referral of the breach to the appropriate industry association for action consistent with industry codes of practice.~~
4. ~~The Tenderer acknowledges that the Commonwealth, its agencies and Ministers, must be able to disclose information concerning compliance with the code in order to facilitate compliance with the code and for the exercise of their statutory and portfolio responsibilities (the Purposes).~~
- ~~(a) The Tenderer hereby gives its consent to disclosure by the Commonwealth, its agencies and Ministers, of information concerning the Tenderer's compliance with the code and whether or not a sanction has been imposed on the Tenderer, for the Purposes.~~
- ~~OR~~
- ~~(b) The Tenderer has previously given its consent to disclosure by the Commonwealth, its agencies and Ministers, of information concerning the Tenderer's compliance with the code and whether or not a sanction has been~~

C12 Request for Tenders

Project:

~~imposed on the Tenderer, for the Purposes and confirms that it has not revoked that consent.~~

~~(The Tenderer is to delete as applicable)~~

~~5. The Tenderer has obtained or will obtain the consent of each subcontractor proposed in its Tender to disclosure by the Commonwealth, its agencies and Ministers, of information concerning the proposed subcontractors, compliance with the code and whether or not a sanction has been imposed on the proposed subcontractor, for the Purposes.~~

~~6. The consents provided in this Undertaking are not limited to this Tender process.~~

~~(a) Describe how the Tenderer has complied with the National Code of Practice for the Construction Industry (the code) and the Commonwealth Industry Guidelines (the industry guidelines) in the past:~~

~~(b) Describe how the Tenderer intends to comply with the code and the industry guidelines in performing the Contract should its Tender be successful:~~

~~(c) Where the Tenderer proposes to subcontract an element of the Works or Temporary Work the Tender is to either:~~

~~(i) provide the information detailed at (a) and (b) in relation to each subcontractor; or~~

~~(ii) detail how the Tenderer intends to ensure compliance with the code and the industry guidelines by each subcontractor.~~

~~[To be signed by Tenderer—Insert appropriate signature block]~~