## ROADS AND MARITIME SERVICES

### CONTRACT DOCUMENT C11-1

**REGISTRATION OF INTEREST** for **CONSTRUCT ONLY**

**MAJOR ROADWORKS AND BRIDGEMAIL WORKS CONTRACTS**

### REVISION REGISTER

<table>
<thead>
<tr>
<th>Ed/Rev Number</th>
<th>Clause Number</th>
<th>Description of Revision</th>
<th>Authorised By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed 1/Rev 0</td>
<td></td>
<td>New document</td>
<td>Director, Commercial Services</td>
<td>15.08.17</td>
</tr>
<tr>
<td>Ed 1/Rev 1</td>
<td>7.9(e)(iv) &amp; 7.9(e)(i)(A)</td>
<td>Revised to reflect the introduction of the Work Health and Safety Regulation 2017, replacing the 2011 Regulation</td>
<td>Director Commercial Services</td>
<td>29.09.17</td>
</tr>
</tbody>
</table>

Ed 1 / Rev 1

September 2017
INVITATION TO SUBMIT
REGISTRATION OF INTEREST
MAJOR ROADWORKS AND BRIDGEWORKS
(CONSTRUCT ONLY)
# CONTENTS

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 INTRODUCTION ............................................................ 1</td>
<td></td>
</tr>
<tr>
<td>1.1 Overview of the Project and Registration of Interest (ROI) Opportunity .......... 1</td>
<td></td>
</tr>
<tr>
<td>1.2 Project Objectives ................................................... 1</td>
<td></td>
</tr>
<tr>
<td>2 PROJECT INFORMATION .................................................. 1</td>
<td></td>
</tr>
<tr>
<td>2.1 Project Scope and Location ........................................... 1</td>
<td></td>
</tr>
<tr>
<td>2.2 Design ................................................................. 2</td>
<td></td>
</tr>
<tr>
<td>2.3 Environmental Approvals ............................................. 2</td>
<td></td>
</tr>
<tr>
<td>2.4 Information Available to ROI Applicants ............................ 2</td>
<td></td>
</tr>
<tr>
<td>2.5 Project Interfaces .................................................... 2</td>
<td></td>
</tr>
<tr>
<td>3 PROCUREMENT PROCESS ................................................ 2</td>
<td></td>
</tr>
<tr>
<td>3.1 ROI Phase - Registration of Interest and Tenderer Shortlisting .................... 3</td>
<td></td>
</tr>
<tr>
<td>3.2 RFT Phase - Request for Tender ..................................... 3</td>
<td></td>
</tr>
<tr>
<td>3.3 Indicative Procurement Timetable .................................... 4</td>
<td></td>
</tr>
<tr>
<td>4 REGISTRATION OF INTEREST INVITATION ............................. 4</td>
<td></td>
</tr>
<tr>
<td>4.1 Enquiries ............................................................... 4</td>
<td></td>
</tr>
<tr>
<td>4.2 ROI Briefing for Potential ROI Applicants ........................... 5</td>
<td></td>
</tr>
<tr>
<td>4.3 Addenda to or Clarifications of this ROI Invitation .......................... 5</td>
<td></td>
</tr>
<tr>
<td>4.4 Evaluation Methodology ................................................ 5</td>
<td></td>
</tr>
<tr>
<td>4.4.1 Mandatory Selection Criteria ...................................... 6</td>
<td></td>
</tr>
<tr>
<td>4.4.2 Comparative Evaluation Criteria .................................. 7</td>
<td></td>
</tr>
<tr>
<td>4.4.3 Information Required for Evaluation ................................ 8</td>
<td></td>
</tr>
<tr>
<td>5 SUBMISSION OF ROI APPLICATIONS .................................. 10</td>
<td></td>
</tr>
<tr>
<td>5.1 Conforming Submission Requirements .................................. 10</td>
<td></td>
</tr>
<tr>
<td>5.2 Lodgement of ROI Applications ....................................... 11</td>
<td></td>
</tr>
<tr>
<td>5.3 Lodgement by eTender .................................................. 11</td>
<td></td>
</tr>
<tr>
<td>5.4 Lodgement Other than e-Tender ....................................... 12</td>
<td></td>
</tr>
<tr>
<td>5.5 Late ROI Applications .................................................. 12</td>
<td></td>
</tr>
<tr>
<td>6 AFTER ROI APPLICATIONS CLOSE .................................... 13</td>
<td></td>
</tr>
<tr>
<td>6.1 Evaluation of ROI Applications ....................................... 13</td>
<td></td>
</tr>
<tr>
<td>6.2 Mandatory Selection Criteria ......................................... 13</td>
<td></td>
</tr>
<tr>
<td>6.3 Project Specific Evaluation Criteria ................................... 13</td>
<td></td>
</tr>
<tr>
<td>6.4 Interviews ............................................................. 13</td>
<td></td>
</tr>
<tr>
<td>6.5 Outcome of the ROI Process .......................................... 13</td>
<td></td>
</tr>
<tr>
<td>6.6 Disclosure of Information ............................................. 13</td>
<td></td>
</tr>
<tr>
<td>6.7 Changes in Circumstances ............................................. 14</td>
<td></td>
</tr>
<tr>
<td>6.8 Publicity ............................................................... 14</td>
<td></td>
</tr>
<tr>
<td>6.9 Protection of Privacy .................................................. 14</td>
<td></td>
</tr>
<tr>
<td>6.10 Exchange of Information between Government Agencies ...................... 14</td>
<td></td>
</tr>
<tr>
<td>7 PROJECT REQUIREMENTS ................................................ 14</td>
<td></td>
</tr>
<tr>
<td>7.1 Prequalification Requirements ......................................... 15</td>
<td></td>
</tr>
<tr>
<td>7.1.1 Requirements for Joint Venture .................................... 15</td>
<td></td>
</tr>
<tr>
<td>7.2 Parent Company Guarantee ........................................... 15</td>
<td></td>
</tr>
<tr>
<td>7.3 Management Systems Requirements for Contract Award ........................... 15</td>
<td></td>
</tr>
<tr>
<td>7.3.1 Work Health and Safety Requirements ............................. 15</td>
<td></td>
</tr>
<tr>
<td>7.3.2 Environmental Management ....................................... 16</td>
<td></td>
</tr>
</tbody>
</table>
7.3.3 QUALITY MANAGEMENT ................................................................. 16
7.4 SKILLS AND TRAINING REQUIREMENTS ........................................... 16
7.5 ABORIGINAL PARTICIPATION REQUIREMENTS .................................. 16
7.6 HEAVY VEHICLE LAW - CHAIN OF RESPONSIBILITY PROVISIONS .......... 17
7.7 AUSTRALIAN INDUSTRY PARTICIPATION PLAN .................................. 17
7.8 NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT AND IMPLEMENTATION GUIDELINES ................................................................. 18
7.9 BUILDING CODE ................................................................................. 20
7.10 AUSTRALIAN GOVERNMENT WORK HEALTH AND SAFETY ACCREDITATION SCHEME ............ 22
7.11 FINANCIAL RESOURCES AND LIQUIDITY .......................................... 22
7.12 COMPETITIVENESS, PROBITY AND RELATED COMPANIES .................. 23
7.12.1 RELATED COMPANIES AND PROBITY DEEDS ................................. 23
7.12.2 PROBITY ADVISER ........................................................................ 23
7.10 AUSTRALIAN GOVERNMENT WORK HEALTH AND SAFETY ACCREDITATION SCHEME ............ 22
7.11 FINANCIAL RESOURCES AND LIQUIDITY .......................................... 22
7.12 COMPETITIVENESS, PROBITY AND RELATED COMPANIES .................. 23
7.12.1 RELATED COMPANIES AND PROBITY DEEDS ................................. 23
7.12.2 PROBITY ADVISER ........................................................................ 23

8 ADDITIONAL TERMS AND CONDITIONS ................................................. 24
  8.1 VALIDITY OF ROI APPLICATIONS AND WITHDRAWAL ......................... 24
  8.2 CONFIDENTIALITY AND PUBLIC ACCESS TO INFORMATION .................. 25
  8.3 COSTS BORNE BY ROI APPLICANT ................................................... 26
  8.4 ROADS AND MARITIME’S DISCRETIONS AND RIGHTS .......................... 26
  8.5 NO LEGAL RELATIONSHIP .................................................................. 28
  8.6 OBLIGATIONS OF ROADS AND MARITIME .......................................... 28
  8.7 DISCLAIMER ...................................................................................... 28
  8.8 ROI APPLICANT’S LEGAL OBLIGATIONS ............................................. 29
  8.9 CHANGES TO PARTIES TO AN ROI APPLICATION ............................... 30
  8.10 WARRANTY AND UNDERTAKING BY ROI APPLICANT ......................... 30
  8.11 JOINT AND SEVERAL ........................................................................ 30
  8.12 PRIVACY ACT COMPLIANCE ............................................................ 31
  8.13 REFERENCES TO DOCUMENTS .......................................................... 31

9 DEFINITIONS .................................................................................... 32
APPENDIX 1 – INFORMATION PACKAGE .................................................. 36
APPENDIX 2 – SCHEDULE OF PROJECT REQUIREMENTS ............................. 37
1 INTRODUCTION

1.1 Overview of the Project and Registration of Interest (ROI) Opportunity

[insert short description of the Project].

The opportunity exists for suitably qualified and experienced entities to submit a Registration of Interest Application (ROI Application) to be considered for a shortlist to tender for the construction contract for the Project.

The proposed construction contract (Contract) will be delivered via the C2-GC21 General Conditions of Contract available on the Roads and Maritime Services (Roads and Maritime) website.

To procure this Contract, Roads and Maritime proposes to enter into a two-phased competitive tender process with the market, as described in section 3 of this Registration of Interest Invitation (ROI Invitation).

1.2 Project Objectives

The objectives of the Project are to/include [delete whichever is inapplicable]:

- [insert details of the Project’s objectives and benefits]
- 

2 PROJECT INFORMATION

2.1 Project Scope and Location

The proposed scope of work for the Project includes:

- [insert Project scope details, like the length, what is being upgraded or constructed as new, bridges and other major structures, whether it is being undertaken in stages, etc.];
- outline the work with emphasis on specialised and/or difficult operations and site constraints;
- insert funding details (if relevant);
- insert proposed start date and completion date;
- etc.]

The Project is located within the [insert Project location details], as shown in Figure 1 below.

[insert a map/sketch, showing Project location]

Figure 1 - Project Location
2.2 Design
The detailed design and documentation of the Project is currently [insert % of completion] complete.

**NOTE TO TENDER DOCUMENTER:** (Delete this boxed text after customising the clause):

Where detailed design is not 100% completed, state whether the design and documentation will be completed prior to the release of the Request for Tender (RFT). If the Contractor would be required to design any component of the Works (other than temporary works), state these requirements here.

2.3 Environmental Approvals
Roads and Maritime has obtained the following for the Project:

- [insert Project details regarding assessment of the environmental impact and the status of approvals/REF determination, including the EPL;]
- [insert links to Roads and Maritime website where Project details can be found, where relevant;]
- [insert details of further approvals to be obtained, if any, as well as who will be responsible for obtaining them, etc.]

2.4 Information Available to ROI Applicants
This document is supplemented by an “Information Package” that includes a compilation of environmental documents and approvals and other information documents that are relevant to the Project. **Appendix 1** of this ROI Invitation contains a list of the documents and approvals included in the Information Package. The documents included in the Information Package are subject to the disclaimers in clause 8.7 and clause 1 of Appendix 1 of this ROI Invitation.

2.5 Project Interfaces

**NOTE TO TENDER DOCUMENTER:** (Delete this boxed text after customising the clause):

Update or delete this clause 2.5, as relevant to the Project.

A number of other road projects that will interface with the Project are either currently under construction or will commence construction during the Project period. These other projects are:

- [insert details of interface projects and any constraints the Contractor would be required to manage while delivering the Project resulting from these interfaces]

3 PROCUREMENT PROCESS
The selection of the Contractor to construct the Project will involve a two-phase tendering process as set out below.
3.1 **ROI Phase - Registration of Interest and Tenderer Shortlisting**

The objective of the Registration of Interest Phase (ROI Phase) is to identify and shortlist entities that have demonstrated suitable capacity, capability and experience to carry out the proposed Works.

An Evaluation Panel will be convened by Roads and Maritime to evaluate the ROI Applications on the basis of the evaluation criteria set out in clause 4.4 of this ROI Invitation.

The Evaluation Panel will identify the ROI Applicants that it considers best satisfy the evaluation criteria. The current intention is for the Evaluation Panel to recommend a minimum of three (3) and a maximum of [insert number] ROI Applicants to be shortlisted and invited to submit Tenders for the proposed Contract.

The ROI Phase will include:

a) the issue of this ROI Invitation;

b) briefing for ROI Applicants;

c) submission of ROI Applications by ROI Applicants, in accordance with this ROI Invitation;

d) evaluation of ROI Applications; and

e) shortlisting Tenderers from the ROI Applicants which will proceed to the Request for Tender Phase (RFT Phase).

3.2 **RFT Phase - Request for Tender**

The RFT Phase will involve inviting tenders from the shortlisted ROI Applicants for the construction of the Project and will include:

a) the issue of the Request for Tender (RFT);

b) a mandatory pre-Tender meeting;

c) a tender preparation period which may include an opportunity for Tenderers to participate in limited structured interactive sessions with Roads and Maritime;

d) the submission of Tenders;

e) the evaluation of Tenders; and

f) selection of a Recommended Tenderer.

On commencement of the RFT Phase, shortlisted ROI Applicants (Tenderers) will be issued with the RFT documentation.

The RFT will detail the requirements to be met by the Tenderers and will provide details of the development of the Project, including the Project design and specifications.

The RFT Phase may include limited interactive sessions between each Tenderer and Roads and Maritime. These interactions will draw Tenderers’ attention to the key Project issues and allow clarification of related requirements.

It is envisaged that the Tender evaluation process will take approximately [insert number] weeks, as indicated in clause 3.3 below. However, Roads and Maritime may (in its absolute discretion) vary the sequence and timing of the process for any reason.
3.3 **Indicative Procurement Timetable**

An indicative timetable for the procurement process is as follows:

- Registrations of Interest invited: [insert date]
- Briefing for ROI Applicants: [insert date]
- Registrations of Interest close: [insert date]
- Shortlist ROI Applicants and issue notifications: [insert date]
- RFT documents issued: [insert date]
- Mandatory pre-Tender meeting and site inspection: [insert date]
- Tenders close: [insert date]
- Contract award: [insert date]

The exact timing and nature of the RFT Phase will be determined by Roads and Maritime at the completion of the ROI Phase. The timeline given above is indicative only and is subject to change.

4 **REGISTRATION OF INTEREST INVITATION**

Roads and Maritime invites suitably qualified and experienced entities to submit an ROI Application to be considered for a shortlist to tender for the proposed Contract for the construction of the Project.

4.1 **Enquiries**

All requests for information or clarification about the ROI Invitation and the ROI process must be referred in writing to the following Contact Officer:

Name: [insert name]
Telephone number: [insert telephone number]
e-mail address: [insert email address]
Postal address: [insert postal address]

Roads and Maritime will have absolute discretion in determining whether to respond to a written request for clarification. Where it does respond, Roads and Maritime may respond by notice to the potential ROI Applicant who submitted the written request or to all potential ROI Applicants (together with the request itself). An ROI Applicant may request that any of its requests and subsequent clarifications not be disclosed to other potential ROI Applicants but Roads and Maritime will have absolute discretion in determining whether it will disclose the request and clarification to other potential ROI Applicants. If the ROI Applicant has requested that its request for clarification not be disclosed and Roads and Maritime decides that it will disclose the request and clarification to other potential ROI Applicants, the ROI Applicant who made the request for clarification will first be given the opportunity to withdraw it.

Clarifications may also be addressed at the ROI briefing to be conducted by Roads and Maritime in accordance with clause 4.2 below.
4.2 ROI Briefing for potential ROI Applicants

An ROI briefing will be held for potential ROI Applicants. The briefing will be held in [insert place] on [insert date and time] at the [insert venue and address]. The session will run for approximately [insert number] hours.

Attendance at the ROI briefing [is/is not] a mandatory requirement for submitting an ROI Application.

The ROI briefing will be conducted for the purpose of providing background information only. This briefing session will not form part of the evaluation process. There will be no site inspection conducted.

A potential ROI Applicant may be represented at the briefing by a maximum of three (3) people and must confirm attendance with the Contact Officer at least two business days before the briefing.

Written questions about the ROI Invitation may be submitted before the briefing and potential ROI Applicants may ask questions at the briefing. If a question cannot be answered at the briefing, it will be taken on notice and a written response will be provided as soon as possible afterwards. The potential ROI Applicants should not rely on statements made at the briefing as amending or adding to this ROI Invitation unless that amendment or addition is confirmed in writing as an addendum.

A written record of all questions asked at or before the briefing, and all answers given, will be provided to potential ROI Applicants.

4.3 Addenda to or Clarifications of this ROI Invitation

Roads and Maritime may amend this ROI Invitation or clarify it in any way, by notice in writing to the potential ROI Applicants.

Potential ROI Applicants must acknowledge receipt of any addenda issued by Roads and Maritime during the ROI Phase and such addenda will become part of and will amend this ROI Invitation.

Any notice given after the completion of the ROI Phase will be given to the short-listed ROI Applicants only, and not to all ROI Applicants.

4.4 Evaluation Methodology

Roads and Maritime will evaluate the ROI Applications based on the selection and evaluation criteria outlined below, to determine which of the ROI Applicants have sufficient merit to be shortlisted and invited to submit a Tender in the RFT Phase.

In addition to assessing the information provided by the ROI Applicants and referees nominated by the Applicants (as required in this ROI Invitation), evaluation will also be based on:

- Contractor performance reports generated under the NSW Government Guidelines for “Contractor Performance Reporting and Exchange of Reports between Government Agencies”;
- performance data held by Roads and Maritime on the ROI Applicant and its Participants; and
- independent checks by Roads and Maritime.
4.4.1 **Mandatory Selection Criteria**

To be considered for shortlisting to Tender, the ROI Applicants must satisfy all of the mandatory requirements listed below, to the extent required by the Schedule of Project Requirements included in Appendix 2 of this ROI Invitation:

1. **Signed ROI Application Form**
   
The ROI Applicants must sign an ROI Application Form, giving the commitments, acknowledgments and agreements set out in Returnable Schedule 1 of this ROI Invitation.

2. **ROI Applicant’s Details**
   
   All Participants of the ROI Applicants must provide details of their legal entities and other relevant details, as set out in Returnable Schedule 2 of this ROI Invitation.

3. **Minimum Prequalification Levels**
   
The ROI Applicants must demonstrate that they meet the minimum prequalification requirements specified for the Project in clause 7.1 of this ROI Invitation.

4. **Compliance with the NSW Code and the NSW Implementation Guidelines**
   
   All Participants in the ROI Applicants and their related entities must comply with the New South Wales Government's Code of Practice for Procurement (NSW Code) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (NSW Guidelines), and the obligations set out in clause 7.8 of this ROI Invitation.

   It is a condition for participation in this ROI process that, at the time of lodgement of the ROI Applications, all Participants in the ROI Applicant and their related entities must not be subject to a sanction or other circumstances that would preclude the ROI Applicants from submitting an ROI Application, or, if successful, being awarded a contract.

5. **Compliance with the Building Code**
   
   Where required by the Schedule of Project Requirements in Appendix 2 of this ROI Invitation, all Participants in the ROI Applicant that are or will be a Building Contractor or Building Industry Participant and their Related Entities must comply with the Building Code and the obligations set out in clause 7.9 of this ROI Invitation.

6. **Confirmation of accreditation status under the Australian Government Work Health and Safety Accreditation Scheme**
   
   Where required by the Schedule of Project Requirements in Appendix 2 of this ROI Invitation and as set out in clause 7.10 of this ROI Invitation, all Participants in the successful Tenderer that will carry out ‘building work’ (as defined in the BCIIP Act) for the Project must be accredited under the Australian Government Work Health and Safety Accreditation Scheme (Scheme) established by section 43 of the BCIIP Act, when entering into the Contract to construct the Project and while the ‘building work’ (as defined in the BCIIP Act) is being carried out.

7. **Mandatory Details by Joint Venture ROI Applicant**
   
   Where the ROI Applicant is an unincorporated joint venture, the joint venture Participants must agree to (by signing the ROI Application Form):
• in the event that the joint venture ROI Applicant is shortlisted as a Tenderer and prior to proceeding to the RFT Phase, provide a binding agreement between the Participants that is acceptable to Roads and Maritime, including a provision whereby the Participants agree that in the event the Tenderer enters into the Contract, the Participants accept joint and several liability to the Principal under the Contract; and
• in the event that the joint venture ROI Applicant is selected as the Recommended Tenderer, execute that agreement prior to being awarded the Contract to construct the Project.

8. Sufficient financial resources and liquidity
   (Note: financial information is not to be included in the ROI Application)
   The ROI Applicant, including each Participant and, where relevant, the Parent Company of each Participant, must have sufficient financial resources and liquidity to satisfactorily undertake the Project, as set out in clause 7.11 of this ROI Invitation.

4.4.2 Comparative Evaluation Criteria
   In addition to the mandatory selection requirements, each ROI Applicant will be evaluated on the basis of its capability to fulfil the comparative evaluation criteria listed in the table below (in no particular order of priority):

<table>
<thead>
<tr>
<th>Comparative Evaluation Criteria</th>
<th>Evaluation Criterion 1: ROI Applicant’s capability, capacity and experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Under this criterion the ROI Applicant must demonstrate and provide details of:</td>
</tr>
<tr>
<td></td>
<td>1a) Successful recent experience (last 5 years) in the delivery of projects of similar size, type, value and complexity;</td>
</tr>
<tr>
<td></td>
<td>1b) Completion of relevant projects within required timeframes;</td>
</tr>
<tr>
<td></td>
<td>1c) Successful performance in quality, work health and safety, environment, Aboriginal participation and training (including apprenticeship) outcomes;</td>
</tr>
<tr>
<td></td>
<td>1d) Experience working with construct only contracts (GC21 or similar) or evidence of capacity and capability to manage this type of contract; and</td>
</tr>
<tr>
<td></td>
<td>1e) Current workload and anticipated commitments on other contracts.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criterion 2: Proposed key personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under this criterion the ROI Applicant must provide details of:</td>
</tr>
<tr>
<td>2a) The size, organisational structure and key roles of the nominated full-time site-based team for this Project;</td>
</tr>
<tr>
<td>2b) The relevant qualifications, competencies and experience of nominated key personnel; and</td>
</tr>
<tr>
<td>2c) Availability of key personnel (including the extent of their proposed involvement on the Project).</td>
</tr>
</tbody>
</table>

If the ROI Applicant is shortlisted to proceed to the RFT Phase, Roads and Maritime expects that the key personnel will be nominated for the same roles in the shortlisted
Comparative Evaluation Criteria

ROI Applicant’s Tender and, if the shortlisted ROI Applicant is the successful Tenderer, the Contract.

Evaluation Criterion 3: Understanding of the Project requirements

Under this criterion the ROI Applicant must demonstrate its understanding and provide its proposed approach to the Project, based on relevant experience, including:

3a) Understanding of the key challenges associated with the scope of work and Project requirements and the key factors for successful Project delivery;

3b) Identification and proposed mitigation of key Project risks; and

3c) The proposed approach for securing critical Project resources (including the availability and suitability of key items of plant and equipment), resolving unanticipated resource issues and management of the construction supply chain.

Evaluation Criterion 4: Demonstrated capacity for successful collaboration with the NSW Government (where applicable, as set out in the Schedule of Project Requirements)

Under this criterion the ROI Applicant (including its Participants) must demonstrate:

4a) Ability to work effectively with the NSW Government.

Evaluation Criterion 5: [RMS Project team to insert Project specific evaluation criterion or criteria]

[RMS Project team to insert Project specific details required to be provided by the ROI Applicant, as necessary to address the Project’s complexities]

4.4.3 Information Required for Evaluation

The ROI Invitation’s Returnable Schedules (Roads and Maritime’s C11-2 document) set out the information requirements that the ROI Applicants are required to address in their ROI Applications. These requirements are summarised below:

<table>
<thead>
<tr>
<th>Information Requirement</th>
<th>Selection/Evaluation Criteria</th>
<th>Returnable Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed ROI Application Form</td>
<td>Mandatory 1</td>
<td>Returnable Schedule 1</td>
</tr>
</tbody>
</table>

In addition, a “Conforming Submission Checklist” is to be provided confirming all required information has been included in the ROI Application.
<table>
<thead>
<tr>
<th>Information Requirement</th>
<th>Selection/Evaluation Criteria</th>
<th>Returnable Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2</strong> ROI Applicant’s Details</td>
<td>Mandatory 2</td>
<td>Returnable Schedule 2</td>
</tr>
<tr>
<td>Provide details set out in Returnable Schedule 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3</strong> Minimum Prequalification Levels</td>
<td>Mandatory 3</td>
<td>Returnable Schedule 3</td>
</tr>
<tr>
<td>Provide details set out in Returnable Schedule 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4</strong> Compliance with the NSW Code and NSW Guidelines</td>
<td>Mandatory 4</td>
<td>Returnable Schedule 4</td>
</tr>
<tr>
<td>Each Participant of the ROI Applicant must sign and return a Schedule of Compliance in the form of Returnable Schedule 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5</strong> Compliance with the Building Code</td>
<td>Mandatory 5</td>
<td>Returnable Schedule 5</td>
</tr>
<tr>
<td>Where relevant to the Project, each Participant of the ROI Applicant that is or will be a “building contractor” or “building industry participant” (as defined in section 5 of the BCIIP Act) must:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• sign and return a separate Declaration of Compliance in the form of Returnable Schedule 5;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• provide all details as required by Attachment A of the Declaration of Compliance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6</strong> Confirmation of WHS Accreditation Status</td>
<td>Mandatory 6</td>
<td>Returnable Schedule 6</td>
</tr>
<tr>
<td>Where relevant to the Project, each Participant of the ROI Applicant that will carry out ‘building work’ (as defined in the BCIIP Act) for the Project must:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• sign and return a separate Confirmation of WHS Accreditation Status in the form of Returnable Schedule 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7</strong> Joint Venture Details</td>
<td>Mandatory 7</td>
<td>Returnable Schedule 1</td>
</tr>
<tr>
<td>Where the ROI Applicant is an unincorporated joint venture, the joint venture Participants agree (by signing the ROI Application Form) to provide a binding agreement between the Participants, as set out in clause 4.4.1.7 of this ROI Invitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8</strong> Financial Details</td>
<td>Mandatory 8</td>
<td>Returnable Schedule 1 &amp; Returnable</td>
</tr>
<tr>
<td>Information Requirement</td>
<td>Selection/ Evaluation Criteria</td>
<td>Returnable Schedule</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>and Returnable Schedule 7 of this ROI Invitation</td>
<td></td>
<td>Schedule 7 (Schedule 7 to be provided upon request)</td>
</tr>
<tr>
<td>9 ROI Applicant’s Capability, Capacity and Experience</td>
<td>Comparative 1</td>
<td>Returnable Schedule 8</td>
</tr>
<tr>
<td>Provide details set out in Returnable Schedule 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 Proposed Key Personnel</td>
<td>Comparative 2</td>
<td>Returnable Schedule 9</td>
</tr>
<tr>
<td>Provide details set out in Returnable Schedule 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 Understanding of Project Requirements</td>
<td>Comparative 3</td>
<td>Returnable Schedule 10</td>
</tr>
<tr>
<td>Provide details set out in Returnable Schedule 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Demonstrated Capacity for Successful Collaboration with the NSW Government</td>
<td>Comparative 4</td>
<td>Returnable Schedule 11</td>
</tr>
<tr>
<td>Where relevant to the Project, provide details of two referees, as set out in Returnable Schedule 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 [Roads and Maritime to insert Project specific evaluation criterion (or criteria) and submission requirements or delete this line if not relevant]</td>
<td>Comparative 5</td>
<td>Returnable Schedule 12 (if applicable)</td>
</tr>
</tbody>
</table>

5 SUBMISSION OF ROI APPLICATIONS

5.1 Conforming Submission Requirements

To submit a conforming ROI Application, the ROI Applicants are only required to submit the required information, taking the following into consideration:

- information requirements set out in section 4.4.3 of this ROI Invitation;
- the Project specific requirements set out in the Schedule of Project Requirements included in Appendix 2 of this ROI Invitation; and
- details and submission format requirements set out in the C11-2 document (Returnable Schedules).

In some cases, the information required in the Returnable Schedules must be provided in a prescribed format. This is set out clearly in the relevant Returnable Schedules.

Where the format is prescribed, the ROI Applicants must submit their ROI Applications in the format specified in the Returnable Schedules, with attached information in the same
order as the Returnable Schedules and with clear cross-references between the attachments and applicable Returnable Schedules.

Where a format for response is not prescribed, the ROI Applicants may adopt their own format for responses, but are encouraged to be clear and concise in their responses.

The ROI Applications must:

- be submitted in A4 format (a limited number of Schedules (or parts of Schedules) may be provided, if required, in A3 format);
- be set out in no smaller than 11 point font;
- be concise, current and relevant to the specifics of this Project; and
- not include general information such as brochures about the ROI Applicants.

The Evaluation Panel may decide to pass over any ROI Application that does not:

- include the information required by all Returnable Schedules (to the extent required for the Project); and
- acknowledge in the ROI Application Form that the ROI Application allows for all addenda issued.

5.2 Lodgement of ROI Applications

The Closing Date and Time for the ROI Applications is [as shown in the advertisement / insert time and date].

Roads and Maritime reserves its right, in its sole and absolute discretion, to extend the deadline or accept or reject any ROI Application lodged after the Closing Date and Time. Further conditions applying to the ROI process are set out in clause 8 of this ROI Invitation.

5.3 Lodgement by eTender

Where the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that all ROI Applications are to be lodged in eTender, the ROI Applications must be submitted electronically by the Closing Date and Time on the following website:


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

Additionally, the ROI Applicants must submit to the Contact Officer nominated in clause 4.1 of this ROI Invitation a hard copy of the originally signed/initialed documents listed below no later than the close of [insert number of days: either 2 or 3] business days after the Closing Date and Time:

- ROI Application Form (Returnable Schedule 1)
- Schedule of Compliance with the NSW Code and NSW Guidelines (Returnable Schedule 4)
- Declaration of Compliance with the Building Code, if applicable (Returnable Schedule 5)
- Confirmation of WHS Accreditation Status under the Australian Government WHS Accreditation Scheme, if applicable (Returnable Schedule 6)
The hard copy of each document submitted to Roads and Maritime must contain identical information as the same document that was lodged electronically. If there are any differences, the hard copy document will take precedence.

5.4 Lodgement other than e-Tender

Where the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that lodgement of the ROI Applications by eTender is not applicable, the Applicant must deliver, by hand or by courier, one (1) printed copy of the Application and one (1) electronic copy of documents in pdf format.

The ROI Applications are to be:

(a) enclosed in a sealed package not larger than 400mm x 270mm x 190mm, and

(i) endorsed [insert Contract Title and Contract Number] with the ROI Applicant’s name and address clearly displayed;

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

and either:

(b) placed in the tender box at the office of Roads and Maritime, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061;

or

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

so as to be received by no earlier than one business day before the Closing Date and Time.

In the event that the ROI Application of the ROI Applicant does not fit into one sealed package of the dimensions specified in clause 5.4(a) above, the ROI Applicant can submit multiple packages each not exceeding the specified dimensions. Each package must be additionally identified with “Volume 1”, “Volume 2”, etc., as relevant.

The ROI Applications submitted by facsimile or email will not be considered.

The ROI Applications received after the Closing Date and 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 Code in relation to submission of tenders. Roads and Maritime will consider late tenders in accordance with this section of the NSW Code.

5.5 Late ROI Applications

In accordance with the NSW Code, late ROI Applications will not be accepted unless the lateness does not compromise the integrity and competitiveness of the ROI process. Any ROI Application that is not received in full by the Closing Date and Time may be passed over.

Where an ROI Application is received after the Closing Date and Time the ROI Applicant may need to satisfy Roads and Maritime that all the required information was submitted at a time that should reasonably have allowed receipt before the Closing Date and Time.
6 AFTER ROI APPLICATIONS CLOSE

6.1 Evaluation of ROI Applications

The Evaluation Panel will evaluate each ROI Application in accordance with the evaluation criteria set out in clause 4.4.2 of this ROI Invitation.

The evaluation will be based on information provided with the ROI Application. Any information required by this ROI Invitation which is omitted, illegible or unintelligible may be treated as failing to fulfil the relevant requirement.

The Evaluation Panel may request some or all ROI Applicants to provide additional information to clarify aspects of their ROI Application, either in writing or during post-ROI interviews (if requested). If a written response is requested, it must be provided within 48 hours after the request is received.

The Evaluation Panel may make its own enquiries to establish the past performance of the ROI Applicants in respect of similar work.

All information submitted in the ROI Applications or obtained subsequently by the Evaluation Panel will be treated as confidential.

6.2 Mandatory Selection Criteria

Without limiting clause 8.4, any ROI Application that does not demonstrate that the ROI Applicant meets all the mandatory selection criteria listed in clause 4.4.1 of this ROI Invitation may be eliminated from consideration.

6.3 Project Specific Evaluation Criteria

The ROI Applications will be evaluated in terms of the Project specific evaluation criteria listed in clause 4.4.2 of this ROI Invitation, using the information provided by each ROI Applicant in Returnable Schedules 8 to [insert number].

6.4 Interviews

The ROI Applicants may be requested to attend a formal interview and/or make a formal presentation in relation to their ROI Application.

6.5 Outcome of the ROI Process

The decision to shortlist an ROI Applicant to participate in the RFT Phase, with or without conditions, is at the sole discretion of Roads and Maritime.

The ROI Applicants will be advised in writing whether they have been shortlisted or are unsuccessful.

On request, the Contact Officer will arrange a debriefing for any unsuccessful ROI Applicant, in accordance with the NSW Code.

6.6 Disclosure of Information

Details of this ROI Invitation and the outcome of the ROI process will be disclosed in accordance with the Government Information (Public Access) Act 2009 (NSW) (GIPA Act) and the Premier’s Memorandum 2007-01. Further information about the operation of the GIPA Act is provided in clause 8.2.
6.7 Changes in Circumstances

The ROI Applicants must advise the Contact Officer immediately in writing of any material change to the information contained in their ROI Application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with the advice. This requirement applies to the ROI Applicants proceeding to the RFT Phase, until a contract is awarded as a result of any subsequent tendering process.

It is expected that key personnel nominated in the ROI Application will be utilised, in the capacity indicated. If any of the ROI Applicant’s nominated key personnel become unavailable due to circumstances beyond its control, the ROI Applicant must immediately advise the Contact Officer and provide relevant details of a proposed replacement together with an updated Returnable Schedule 9. The proposed replacement must have equivalent expertise as determined by Roads and Maritime. Such changes will be taken into account in evaluating ROI Applications and selecting Tenderers.

6.8 Publicity

Shortlisted ROI Applicants must not advertise or publish their shortlisting in any form without the prior written consent of Roads and Maritime, until they are formally invited to tender for the proposed Project.

6.9 Protection of Privacy

By submitting its ROI Application, the ROI Applicant warrants that information provided in the ROI Application is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

- that the information is being collected for the purpose of evaluating ROI Applications and may be made available to Roads and Maritime and its agents for that purpose;
- of any consequences for the individual if the information (or any part of it) is not provided;
- if the supply of information by the individual is required by law or is voluntary; and
- of the existence of any right to access or correct the information.

6.10 Exchange of Information between Government Agencies

By submitting its ROI Application, the ROI Applicant authorises Roads and Maritime to gather, monitor, assess and communicate to other NSW Government agencies or local government authorities information about the ROI Applicant’s financial position and its performance in respect of any contract that may be ultimately awarded. Such information may be used by those agencies or authorities in considering whether to offer the ROI Applicant future opportunities for work.

7 PROJECT REQUIREMENTS

Some of the requirements outlined in this clause 7 do not apply in the ROI Phase, but are identified in this ROI Invitation so that the ROI Applicants are aware that the requirements must be satisfied in the RFT Phase and under the Contract. Nothing in this clause 7 will limit the requirements in the RFT Phase or under the Contract.
Some of the requirements outlined in this clause 7 only apply to the Project where specified in the Schedule of Project Requirements provided in Appendix 2 of this ROI Invitation.

7.1 Prequalification Requirements

The ROI Applicant must be prequalified with Roads and Maritime under the National Prequalification System for Civil (Road and Bridge) Construction Contracts at the prequalification class (or higher), in accordance with Returnable Schedule 3.

7.1.1 Requirements for Joint Venture

If the ROI Applicant is an unincorporated joint venture, the following prequalification requirements must be met by the joint venture for the purpose of lodging a conforming ROI Application:

(a) The joint venture itself must be prequalified at the minimum specified levels at the Closing Date and Time for the ROI Applications or it must commit to achieving prequalification prior to the closing date and time for the lodgement of Tenders;

(b) Each Participant in the unincorporated joint venture must be prequalified in its own right for roadworks and/or bridgeworks with Roads and Maritime under the National Prequalification System for Civil (Road and Bridge) Construction Contracts; and

(c) In the event that the joint venture ROI Applicant who is not prequalified at the minimum specified levels at the Closing Date and Time for the ROI Applications is shortlisted to submit a Tender and it fails to obtain prequalification prior to the closing date and time for the lodgement of Tenders, it will result in a non-conforming tender submission by the joint venture.

7.2 Parent Company Guarantee

The ROI Applicant’s attention is drawn to the provisions of GC21 Conditions of Contract which allow Roads and Maritime to, acting reasonably and at any time before Completion of the Works, notify the Contractor that one or more parent company guarantee(s) in the form of Schedule 15 to GC21 Conditions of Contract is(are) required. Where such notice is issued by Roads and Maritime or the Contract otherwise specifies that one or more parent company guarantee(s) is(are) required, the Contractor is required, within the time specified in the Contract, to give the parent company guarantee(s) to Roads and Maritime, duly executed by the relevant parent company guarantor(s).

7.3 Management Systems Requirements for Contract Award

7.3.1 Work Health and Safety Requirements

7.3.2 Environmental Management

The Contractor will be required to develop, implement and maintain the systems, strategies and plans required to comply with the NSW Government’s Environmental Management Systems Guidelines (3rd Ed August 2013 or any later edition).

7.3.3 Quality Management

The Contractor will be required to implement and maintain the systems, strategies and plans required to comply with the NSW Government's Quality Management Systems Guidelines for Construction (3rd Issue, 15 August 2013 or any later edition).

7.4 Skills and Training Requirements

This clause 7.4 only applies if the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that the NSW Government Procurement Guideline Skills and Training in the Construction Industry applies to the Project.

The Contractor will be required to comply with the NSW Government Procurement Guideline Skills and Training in the Construction Industry (2016).

The Guideline is attached to the NSW Procurement Board Direction PBD 2016-02 - Construction apprenticeships, which is available for download from:

http://arp.nsw.gov.au/pbd-2016-02-construction-apprenticeships

If shortlisted to submit a Tender, the shortlisted ROI Applicant will be required to provide the skills development and training details as set out in “Schedule of Skills Development and Training” included in Annexure RFT8 of Roads and Maritime Request for Tenders document (C12), which is available on the Roads and Maritime website.

If successful, the Contractor will be required to meet the commitments made in the accepted Tender.

If successful, the Contractor will be required to provide quarterly reports to Roads and Maritime (at the end of March, June, September and December), giving details of the apprentices and trainees engaged on work under the Contract and demonstrating that the Contractor is meeting (or will meet at Completion) the commitments made in the Contract.

7.5 Aboriginal Participation Requirements

The Contractor will be required to comply with Category [insert Category number] requirements of the New South Wales Government Policy on Aboriginal Participation in Construction (1 May 2015 or any later update).

The Policy document is available from the Policy framework for construction page in the Procurepoint website at:


The mandatory Targeted Project Spend (TPS) for the Project will be 1.5% of the Contract award value (excl GST) less allowable exclusions, in line with the Policy goals.

Roads and Maritime will determine the TPS before the Contract is executed and the TPS will be included in the executed Contract. The TPS will remain fixed for the Contract period, except where Roads and Maritime and the Contractor agree to re-set it (e.g. where legitimate exclusions were overlooked at tender time).
If shortlisted to submit a Tender, the shortlisted ROI Applicant will be required to provide in its Tender:

- an undertaking that, in the event that it becomes the Contractor, it is prepared to provide an Aboriginal Participation Plan and the Aboriginal Participation Reports, which must comply with the Policy;
- evidence of its ability to meet the obligations under the Policy on the Contract and include its Aboriginal participation in construction performance outcomes on other Roads and Maritime or NSW Government contracts; and
- proposed exclusions for determining the TPS.

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


7.6 Heavy Vehicle Law - Chain of Responsibility Provisions

The ROI Applicant’s attention is drawn to the chain of responsibility provisions of the Heavy Vehicle Law. Under the Heavy Vehicle Law, the Contractor may be a party to the chain of responsibility.

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

If shortlisted to submit a Tender, the shortlisted ROI Applicant will be required to demonstrate in its Tender a commitment to ensuring compliance with the chain of responsibility provisions of the Heavy Vehicle Law.

The Contractor will be required to develop and implement a Chain of Responsibility (CoR) Management Plan, to ensure compliance with the chain of responsibility duties.

The Contractor will also be required to provide a monthly report on how the Contractor is meeting compliance with the chain of responsibility provisions of the Heavy Vehicle Law.

7.7 Australian Industry Participation Plan

This clause 7.7 only applies if the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that the Australian Industry Participation Plan will be required for the Project.

Roads and Maritime is required to prepare and implement an Australian Industry Participation (AIP) Plan for the Project, in order to provide full, fair and reasonable opportunities to Australian entities through all tiers of the supply chain.

A draft of the Roads and Maritime AIP Plan will be included in the RFT.

The Contractor will be required to provide Roads and Maritime with details necessary to finalise the AIP Plan and Roads and Maritime will use these details to obtain certification of the AIP Plan from the Department of Industry, Innovation and Science.

Where the AIP Plan is required to be prepared under the Australian Jobs Act 2013 (Cth), Roads and Maritime may obtain certification of the AIP Plan from the AIP Authority at
tender time and include the Certified AIP Plan in the RFT and subsequently within the Contract.

Roads and Maritime will issue a copy of the Certified AIP Plan to the Contractor and the Contractor will be required to comply with the Certified AIP Plan at all times.

The Contractor will also be required to report on how the Contractor is implementing the Certified AIP Plan.

7.8 NSW Government Code of Practice for Procurement and Implementation Guidelines

**Terminology**

(a) The *New South Wales Government's Code of Practice for Procurement (NSW Code)* and the *New South Wales Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (NSW Guidelines)* apply to this Project.

(b) Terms used in this clause 7.8 have the same meaning as is attributed to them in the NSW Guidelines.

**Primary obligation**

(c) By submitting an ROI Application to undertake the Project, the ROI Applicant acknowledges and agrees that it:

(i) is aware that the NSW Code and NSW Guidelines apply to the Project;

(ii) is taken to have read and understood the NSW Code and NSW Guidelines and the obligations they impose;

(iii) will comply with the NSW Code and NSW Guidelines on this Project, which includes 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;

(iv) will agree, if successful in this ROI Invitation process, to contractual terms that give effect to the NSW Code and NSW Guidelines and mechanisms to ensure their compliance and enforcement; and

(v) 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 an ROI Application.

**Cost, efficiency, productivity and workplace safety**

(d) The ROI Applicant agrees that:

(i) it must include in its ROI Application a Schedule of Compliance which is set out in Returnable Schedule 4 of this ROI Invitation, properly executed by or on behalf of the ROI Applicant; and

(ii) in the event that it is shortlisted to submit a Tender, it will provide the following with its Tender:

A. where required by the Schedule of Project Requirements in Appendix 2 of this ROI Invitation, a Workplace Relations Management Plan (State) and any other documents and information necessary to meet the requirements of section 6.1 of the NSW Guidelines;
B. a Work Health Safety Management Plan or Site Specific Safety Management Plan and other documents and information necessary to meet the requirements of section 9 of the NSW Guidelines [noting that the shortlisted ROI Applicant who adopts and complies with the “Work Health and Safety Management Systems and Audit Guidelines, 5th Edition published September 2013” and demonstrates that compliance in its Tender, will not be required to submit a separate “Work Health and Safety Management Plan” under section 9 of the NSW Guidelines, as given in “Practice Direction 2013/2 – Workplace Safety” issued by the NSW Industrial Relations].

(e) The ROI Applicant acknowledges that, by submitting an ROI Application, it agrees to Roads and Maritime and the NSW Government Construction Compliance Unit (CCU) taking any steps to investigate claims, statements and assertions made by the ROI Applicant in any of the documents referred to above in clause 7.8(d) before any contract is awarded. The ROI Applicant acknowledges and agrees to co-operate with Roads and Maritime and the CCU in respect of the investigation of compliance with the NSW Code and NSW Guidelines and further agrees that compliance is a mandatory requirement of the procurement process. The ROI Applicant will allow authorised personnel to:

(i) access premises and sites controlled by the ROI Applicant or its related entities;
(ii) inspect and copy relevant records and documents;
(iii) inspect any work, material, machinery, appliance, article or facility; and
(iv) interview any person,
as is necessary to investigate the claims, statements and assertions made by the ROI Applicant in the ROI Application or to demonstrate the ROI Applicant's current or, where relevant, past compliance with the NSW Code and NSW Guidelines during the procurement process.

Disclosure of information

(f) Notwithstanding any other provision of the ROI Invitation documents, the ROI Applicant agrees and consents to the disclosure of information concerning the ROI Applicant's, and the ROI Applicant's related entities', compliance with the NSW Code and NSW Guidelines, including the disclosure of details of past and present compliance with the NSW Code and NSW Guidelines as varied from time to time, including whether or not sanctions have been imposed on the ROI Applicant or any of its related entities by the Commonwealth or any State or government agency. This consent is given to the State of New South Wales, including its agencies (including Roads and Maritime), 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

(g) Where the ROI Applicant proposes to subcontract an element of the Project, the ROI Applicant agrees that it will ensure through contract that each subcontractor or consultant agrees to:

(i) the contractual promises in clauses 7.8(c) and 7.8(f) in respect of the relevant subcontractor or consultant;
(ii) comply with the applicable plans and policies on the Project referred to in clause 7.8(d); and
(iii) where a subcontractor or consultant is nominated in the ROI Application, that the nominated party co-operates with authorised personnel during the procurement process for the purposes outlined in clause 7.8(e).

7.9 Building Code

(a) This clause 7.9 only applies if the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that the Building Code applies to the Project.

(b) The ROI Applicant agrees that it must include in its ROI Application:
   (i) a “Declaration of Compliance” which is set out in Returnable Schedule 5 included in this ROI Invitation, properly executed by or on behalf of each Participant of the ROI Applicant that is or will be a “building contractor” or “building industry participant” (as defined in section 5 of the BCIIP Act); and
   (ii) the further information outlined in Attachment A to the Declaration of Compliance, to demonstrate the ROI Applicant's compliance with the Building Code.

(c) To be eligible to submit the ROI Application for the Works the subject of this ROI Invitation, the ROI Applicant must, on and from the date on which the ROI Applicant submits its ROI Application, at all times meet the following eligibility requirements:
   (i) neither the ROI Applicant nor any of the ROI Applicant's Related Entities may be subject to an Exclusion Sanction;
   (ii) the ROI Applicant and each of the ROI Applicant's Related Entities must comply with the Building Code when performing:
       A. the Works the subject of this ROI Invitation (if the ROI Applicant is the successful tenderer); and
       B. all other Building Work (including privately funded projects) on and from the date on which the ROI Applicant submits its response to this ROI Invitation (even if the ROI Applicant is not the successful tenderer);
   (iii) the ROI Applicant must be eligible to perform Commonwealth Funded Building Work;
   (iv) subject to the exceptions set out in subsection 26(5) of the Building Code, the ROI Applicant must not have had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIIP Act, a Designated Building Law, work health and safety law (including, but not limited to, the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW)) or competition and consumer law (including, but not limited to, the Competition and Consumer Act 2010 (Cth)) and failed to comply with the decision, direction or order;
   (v) the ROI Applicant must, if it is the successful tenderer, undertake to only use products in relation to the Works the subject of this ROI Invitation that, at a minimum, comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690); and
   (vi) the ROI Applicant must demonstrate a positive commitment to the provision of appropriate training and skill development for its workforce.

(d) In the event that the ROI Applicant is shortlisted to submit a Tender and where the Schedule of Project Requirements in Appendix 2 of this ROI Invitation states that a
Workplace Relations Management Plan (Commonwealth) will be required for the Project (because the Commonwealth funding above the minimum thresholds specified in Schedule 2 of the Building Code has been received for the Project), the ROI Applicant will be required to include in its Tender a Workplace Relations Management Plan (Commonwealth) for approval by the ABCC in accordance with Part 6 of the Building Code. It is a precondition to Roads and Maritime entering into a contract with the successful tenderer to perform the Works the subject of this ROI Invitation that the ABCC has approved the successful tenderer's Workplace Relations Management Plan (Commonwealth).

(e) It is a precondition to Roads and Maritime shortlisting the ROI Applicant to submit a Tender for the Works the subject of this ROI Invitation that:

(i) the ROI Applicant confirms whether, within the three years preceding the date of this ROI Invitation, the ROI Applicant has:

A. had an adverse decision, direction or order made by a court or tribunal for a breach of a Designated Building Law, work health and safety law (including, but not limited to, the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW)) or the Migration Act 1958 (Cth); or

B. been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments (including, but not limited to, the Building and Construction Industry Security of Payment Act 1999 (NSW)), that are due to persons in respect of Building Work); or

C. owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor or a Building Industry Participant;

(ii) the ROI Applicant must at no time be excluded from performing Building Work funded by a state or territory government (unless approval to shortlist the ROI Applicant has been obtained from the ABC Commissioner).

(f) In addition to a Workplace Relations Management Plan (Commonwealth) referred to in clause 7.9(d), if the ROI Applicant is shortlisted to submit a Tender, the ROI Applicant will be required to include the following information in its Tender:

(i) the extent to which domestically sourced and manufactured building materials will be used to undertake the Building Work;

(ii) the ROI Applicant's assessment of the whole-of-life costs of the project to which the Building Work relates;

(iii) the impact on jobs of the project to which the Building Work relates;

(iv) whether the project to which the Building Work relates will contribute to skills growth;

(v) the number of apprentice and trainee employees intended to be engaged by the ROI Applicant to undertake the Works; and

(vi) the number and classes of persons that hold visas under the Migration Act 1958 (Cth) intended to be engaged by the ROI Applicant to undertake the Works.
7.10 Australian Government Work Health and Safety Accreditation Scheme

This clause 7.10 only applies if the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that the Contractor will be required to maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme.

All Participants of the successful Tenderer that will carry out ‘building work’ (as defined in the BCIIP Act) for the Project must be accredited under the Australian Government Work Health and Safety Accreditation Scheme (“the Scheme”) established by section 43 of the BCIIP Act when entering into contracts for ‘building work’ (as defined in the BCIIP Act) and must maintain accreditation under the Scheme while the ‘building work’ (as defined in the BCIIP Act) is being carried out.

It is a requirement of this ROI Invitation that all Participants of the ROI Applicant are either accredited or seeking accreditation under the Scheme. The Contract will contain a provision requiring all those carrying out ‘building work’ (as defined in the BCIIP Act) for the Project to maintain accreditation under and comply with all conditions of the Scheme.

Each Participant of the ROI Applicant that will carry out ‘building work’ (as defined in the BCIIP Act) for the Project must provide a signed "Confirmation of WHS Accreditation Status" which is set out in Returnable Schedule 6 included in this ROI Invitation, with details of any accreditation status as relevant for each Participant, including the expiry date of accreditation, or evidence that accreditation is being sought under the Scheme.

The ROI Applicant’s attention is drawn to section 26(1)(f) of the Fair Work (Building Industry - Accreditation Scheme) Regulations 2016 (Cth), which outlines provisions applying to joint ventures that include accredited and unaccredited members.

7.11 Financial Resources and Liquidity

The ROI Applicants, including each Participant and, where relevant, the Parent Company of each Participant, must have sufficient financial resources and liquidity, in the opinion of Roads and Maritime, to satisfactorily undertake the Project.

By submitting the ROI Applications, the ROI Applicants, including each Participant, are acknowledging and agreeing to provide all information requested by Roads and Maritime, including the information outlined in Returnable Schedule 7, to be used in assessing the financial capability of the ROI Applicant’s and each Participant’s ability to construct the Project and, where relevant, the Parent Company’s financial capacity.

Where the ROI Applicant or Participant is a trustee, the financial information will be required for both the trust and the trustee.

No financial information is to be forwarded with the ROI Application. Financial information may be requested by Roads and Maritime after the Closing Date and Time.

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

Additionally, Roads and Maritime may require financial assessments to be undertaken of the Contractor during the course of the Contract.
7.12 Competitiveness, Probity and Related Companies

7.12.1 Related Companies and Probity Deeds

Roads and Maritime intends to ensure that the participation of Related Companies in two or more ROI Applications does not materially impact the probity, competitiveness or cost of the Project.

The information required to be provided in section (c) of Returnable Schedule 2 of each ROI Application is intended to address this issue.

Depending upon the information provided by the ROI Applicants, Roads and Maritime may require the ROI Applicants to:

- clarify or improve the information provided and/or provide further information;
- implement internal governance arrangements and procedures to address probity and competitiveness concerns; and
- provide verification that all such arrangements and procedures have been complied with.

Without limiting the foregoing, if Roads and Maritime proceeds to invite Tenders for the Project in the RFT Phase of the procurement process, Roads and Maritime may, in order to preserve effective competition between, and competition and probity within, Tenderers (including in relation to participation of Related Companies), request each of the Tenderers (to the extent relevant to each Participant in the Tenderer), prior to the issue of the Request for Tender documents, to:

(a) activate the probity deed for this Project, where a Participant in the Tenderer (and, to the extent relevant, the Participant's holding company) has entered into a formal probity deed with Roads and Maritime; or

(b) enter into and activate for this Project, a formal probity deed with Roads and Maritime in a form that is acceptable to Roads and Maritime, where a Participant (and, to the extent relevant, the Participant's holding company) has not previously entered into a formal probity deed with Roads and Maritime.

By submitting the ROI Applications, the ROI Applicants are acknowledging and agreeing that Roads and Maritime may request shortlisted ROI Applicants to activate the existing or enter into the new probity deed (to the extent relevant to each Participant of the shortlisted ROI Applicant) prior to the issue of the Request for Tender documents to the shortlisted ROI Applicants.

7.12.2 Probity Adviser

This clause 7.12.2 only applies if the Schedule of Project Requirements in Appendix 2 of this ROI Invitation specifies that the Probity Adviser will be appointed for the procurement of this Project.

The Probity Adviser’s role in the ROI Phase includes the following:

- ensuring that the procedures adopted in receiving ROI Applications and the evaluation process of ROI Applications are fair and equitable and that the probity of the process is independently validated;
- monitoring and reporting to Roads and Maritime that the evaluation process and procedures have been followed and that the outcome is capable of being independently validated;
• providing confidence to all ROI Applicants that appropriate processes were fully adhered to and that no ROI Applicants were given an unfair advantage or were unfairly discriminated against;

• providing guidance to Roads and Maritime in relation to the probity of ROI Applications and the involvement of Related Companies in two or more ROI Applications;

• providing guidance to Roads and Maritime as to how unforeseen probity issues could be resolved;

• attending evaluation team and Roads and Maritime meetings where relevant;

• attending any ROI Applicant meetings and presentations;

• monitoring communication during the period between submission of ROI Applications and final decisions;

• attending debriefing meetings of successful and unsuccessful ROI Applicants, where applicable; and

• preparing a report outlining the work performed, any issues that arose during the process and confirming that the evaluation process and procedures have been followed.

The Probity Adviser is an independent observer of the procurement process and will not be involved in the actual evaluation of any ROI Application. The ROI Applicants who have any concerns about the conduct or probity of the selection process should promptly bring their concerns to the Probity Adviser’s attention.

Contact details for the Probity Adviser will be provided when appointed.

NOTE TO TENDER DOCUMENTER: (Delete this boxed text after customising the clause):

If the Probity Adviser has been appointed before inviting the ROI Applications, delete that last paragraph of clause 7.12.2 and insert the Probity Adviser’s details – company name, Probity Adviser’s name and contact details.

8 ADDITIONAL TERMS AND CONDITIONS

8.1 Validity of ROI Applications and Withdrawal

By submitting an ROI Application (whether or not it complies in all respects with this ROI Invitation), an ROI Applicant will be taken to have promised to Roads and Maritime not to withdraw or amend its ROI Application before [insert date or number of weeks; allow sufficient time for evaluation and shortlisting, plus additional 4-6 weeks, in case the evaluation process is delayed; consider extending the ROI validity period to sometime after the RFT documents are to be issued] (except with the prior written consent of Roads and Maritime, in its absolute discretion).

Nothing in this clause limits the operation of clause 8.4 (Roads and Maritime’s Discretion and Rights) or is to be taken as imposing any obligation (contractual or otherwise) on Roads and Maritime to receive or to consider any ROI Application from any ROI Applicant.
If an ROI Applicant purports to withdraw from any phase of the process for any reason, then without prejudice to any other right or remedy that Roads and Maritime may have, Roads and Maritime may, in its absolute discretion, further consider other ROI Applications or ROI Applicants.

8.2 Confidentiality and public access to information

The ROI Applicant must keep confidential and not:

(a) disclose to any person; or

(b) copy, use or otherwise deal with for any purpose:

(ii) any information regarding this ROI Invitation, the Request for Tender for the Project or any other information with which it has been provided by Roads and Maritime or any other person on behalf of Roads and Maritime except to the extent:

A. the ROI Applicant is specifically so authorised in writing by Roads and Maritime;

B. the information is disclosed to and used by others (who are also bound to keep the information confidential) for the purposes of enabling the ROI Applicant to prepare an ROI Application;

C. the information is already in the public domain, otherwise than because of a breach by the ROI Applicant of these confidentiality obligations; or

D. the information is required to be disclosed by law, and in such case the ROI Applicant must provide Roads and Maritime with written notice of the legal basis for the disclosure.

Roads and Maritime may issue, or may have issued, a form of deed of confidentiality and disclaimer, and require that each Participant of the ROI Applicant submit a duly completed and executed deed in that form, in which case, compliance with those requirements will be mandatory.

The ROI Applicants should note that documents relating to the Project may be disclosed to the public if requested by Parliament or under the Government Information (Public Access) Act 2009 (NSW) (GIPA Act). Subject to certain exemptions, the GIPA Act gives members of the public the right to be given access to documents held by public sector bodies, including Roads and Maritime. These access rights are limited by exceptions and exemptions necessary for the protection of the public interest, the ability of the government to function effectively, and private and business affairs of persons or organisations in respect of which information is collected and held by the public sector bodies.

A person who makes an application under section 9 of the GIPA Act (GIPA Applicant) has a legally enforceable right to access that information unless there is an overriding public interest against disclosure. The GIPA Act provides that there may be public interest considerations against disclosure if such disclosure could reasonably be expected, among other things, to:

(a) reveal commercial-in-confidence provisions (as that term is defined in clause 1 of Schedule 4 to the GIPA Act) of the proposed Contract;

(b) diminish the competitive commercial value of any information contained in the ROI Applicant’s ROI Application; or
(c) prejudice any ROI Applicant’s legitimate business, commercial, professional or financial interests.

To assist Roads and Maritime in determining whether, in the circumstances of any particular request for all or part of the ROI Application, there is an overriding public interest against disclosure, the ROI Applicants are invited to identify information contained within their ROI Application which they consider the disclosure of which might have one of the effects stated above (or which they consider may otherwise give rise to a public interest consideration against disclosure in accordance with the GIPA Act).

Identifying information in the manner stated above will not necessarily prevent disclosure in accordance with the GIPA Act and any decision to grant access to information will be determined by the requirements of the GIPA Act. Roads and Maritime will consult with the ROI Applicant in accordance with the GIPA Act prior to making a decision. If Roads and Maritime determines to disclose the information, the ROI Applicant will be entitled to pursue rights of review in accordance with the GIPA Act. If Roads and Maritime does not determine to disclose the information, the GIPA Applicant will have rights of review and the ROI Applicants will not be entitled to make any claim in respect of the decision or proceedings.

8.3 Costs Borne by ROI Applicant

All costs and expenses incurred by the ROI Applicant in preparing and submitting its ROI Application and otherwise in the selection process must be borne entirely by the ROI Applicant. The ROI Applicant will not have any claim against Roads and Maritime or the State of New South Wales (or any of their advisers) in tort, contract, equity, at law, under statute or otherwise, arising from or in connection with any loss, damage or cost from any aspect of this ROI Invitation or the Request for Tender or processes, activities or circumstances associated with or related to them, including the preparation of an ROI Application or Tender, or the exercise by Roads and Maritime of any discretion, or the evaluation by Roads and Maritime of any ROI Application or Tender.

8.4 Roads and Maritime’s Discretions and Rights

Roads and Maritime may conduct the process for the evaluation of ROI Applications, the shortlisting of ROI Applicants, the selection of the Tenderers for the RFT Phase, the selection of a Recommended Tenderer or engagement of the Contractor or any other matter or process contemplated in this ROI Invitation in such manner as it thinks fit and, without limitation, may at its absolute discretion (without any obligation to do so):

- cancel or abandon the ROI Invitation and Request for Tender process at any time;
- provide to all ROI Applicants any further information provided to a particular ROI Applicant, including in response to queries regarding this ROI Invitation (in which case, Roads and Maritime may provide to all potential ROI Applicants that have obtained the ROI Invitation from Roads and Maritime any further information provided to a particular prospective ROI Applicant);
- provide to a particular ROI Applicant any further information;
- consider or refuse to consider any ROI Application which:
  - is lodged by any means other than in accordance with this ROI Invitation;
  - is lodged after the Closing Date and Time;
  - does not meet the mandatory criteria referred to in clause 4.4.1; or
o has been lodged by an ROI Applicant who has not complied with this ROI Invitation;

- decide at any time to:
  o use information held by Roads and Maritime about any ROI Applicant and Participant, not provided by the ROI Applicant, for the purposes of evaluation;
  o not proceed with all or any part of the Project for any reason;
  o vary funding for the Project;
  o have any other person or persons (whether or not an ROI Applicant who has submitted an ROI Application) carry out all or any part of the Project;
  o extend or change the Closing Date and Time for the lodgement for ROI Applications or otherwise vary the timing of any part of the procurement process; or
  o reject any ROI Application lodged by any ROI Applicant who has breached the NSW Code or NSW Guidelines, or the Building Code, or engaged in any collusive tendering, anti-competitive conduct or any similar conduct with any other ROI Applicant or any other person in relation to the preparation or lodgement of their ROI Application;

- at any time, re-invite ROI Applications for the Project from all or any of the ROI Applicants who have submitted an ROI Application, or from any other person (whether or not they submitted an ROI Application);

- at any time, pre-qualify, short-list or enter into negotiations with any one or more persons;

- at any time, accept a substitution of, withdrawal of, or addition to any of the parties comprising an ROI Applicant (including short-listed ROI Applicants);

- at any time, issue addenda to this ROI Invitation, clarify the ROI Invitation in any way, respond to potential ROI Applicants’ queries, or vary the selection process (including the evaluation process) or its requirements for any Phase (including the contractual structure proposed for the carrying out of the Project):
  o if in the ROI Phase – by notice in writing to the potential ROI Applicants to this ROI Invitation; and
  o if in the RFT Phase – by notice in writing to the Tenderers.

Any notice given after the completion of the ROI Phase will be given to the Tenderers only, and not to all ROI Applicants;

- without limiting any requirements of this ROI Invitation, at any time:
  o request any ROI Applicant to submit additional information or clarifications (and the ROI Applicant in question must promptly respond, in writing, to any such requests);
  o request any ROI Applicant to attend one or more meetings to discuss the Contract, the ROI Applicant’s ROI Application, the Project or to discuss issues associated with the selection process or any other aspect of the ROI Phase (and the ROI Applicant in question must attend any such meetings as requested); and/or
Invitation to Submit a Registration of Interest

- otherwise communicate with any ROI Applicant to discuss the ROI Applicant’s ROI Application or to discuss issues associated with the selection process or any other aspect of the ROI Phase or the Project (and the ROI Applicant in question must participate in any such communications as requested).

Where ROI Applicants do not comply with the requirements of the three preceding paragraphs within the timeframe nominated by Roads and Maritime, Roads and Maritime may continue the evaluation or selection processes on the basis of the available information and:

- decide whether or not to short-list ROI Applicants, proceed to the RFT Phase or enter into the Contract or any other contract with any ROI Applicant or other person in connection with the Project; or
- in addition to any right under this clause 8.4, discontinue the ROI Invitation process at any time.

8.5 No Legal Relationship

Other than the deed in respect of Related Companies referred to in clause 7.12.1, and the warranty and undertaking referred to in clause 8.10, no obligations arise from this ROI Invitation as between any prospective ROI Applicants or Participants and Roads and Maritime or any of Roads and Maritime’ officers, employees or advisers, except to the extent that in consideration of Roads and Maritime accepting an ROI Application and commencing to consider it, the ROI Applicant promises that it will not amend or withdraw its ROI Application before [insert the same date or number of weeks as in clause 8.1].

This ROI Invitation is not an offer, it is an invitation to treat and, except as referred to in the preceding paragraph, must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon other legal or equitable grounds.

Except as referred to in the first paragraph of this clause 8.5, no binding contract (including a process contract) or other understanding (including, without limitation, any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds) will exist between Roads and Maritime and any ROI Applicant unless and until the Contract is signed by Roads and Maritime and the Recommended Tenderer or Contractor (as the case may be).

8.6 Obligations of Roads and Maritime

Except as expressly stated in the Contract, Roads and Maritime has no obligations or liabilities to any prospective ROI Applicants or Participants in respect of the ROI Invitation, the ROI Invitation process or the evaluation or selection processes and to the maximum extent permitted by law, any obligations and liabilities which may otherwise be implied or imposed on Roads and Maritime under contract, in tort including negligence, in equity, at law, by statute or otherwise are excluded.

8.7 Disclaimer

Each ROI Applicant and Participant acknowledges, accepts and agrees that:

- any information, documents, statements and any representations in this ROI Invitation and in any other documents referred to in this ROI Invitation or provided...
as part of the ROI Invitation process are not exhaustive, may contain errors or
omissions, may be amended at any time during the ROI Phase (or subsequently)
and may be incomplete, inaccurate, misleading or inadequate for the needs of the
ROI Applicants;

- there may also be other information or documents in the knowledge or possession
  of Roads and Maritime, other Government departments or agencies or their
  respective officers, employees, consultants, contractors or agents, which are
  relevant to the Project, this ROI Invitation, the ROI Invitation process or the
  preparation or lodging of an ROI Application, which have not been provided to the
  ROI Applicants or to which reference has not been made;

- it must make its own enquiries and make its own assessment of the information and
documents provided and about any further information or documents required and
must satisfy itself from its own investigations, evaluations, enquiries, assessments,
interpretations and sources as to all matters and things relevant to the ROI
Applicant’s ROI Application; and

- notwithstanding whatever information is provided to the ROI Applicants by or on
  behalf of, or withheld from the ROI Applicants by, or obtained by the ROI
Applicants from, any federal, state or local government department or agency
(including Roads and Maritime) or their respective officers, employees,
consultants, contractors or agents or others, it must rely only upon its own
investigations, evaluations, enquiries, interpretations and sources and its own
assessments of the Project and as to all matters and things relevant to the ROI
Applicant’s ROI Application.

8.8 ROI Applicant’s Legal Obligations

Each ROI Applicant and Participant must, in preparing and lodging any ROI Application,
comply with all applicable laws, legal requirements and acceptable probity standards.
Without limiting the meaning or scope of, or requirements in relation to, this clause, each
ROI Applicant and Participant must not:

- collude with, accept any commission from, or offer any commission to any other
  prospective ROI Applicant, other ROI Applicant or Participant of another ROI
  Application;

- disclose any part of its ROI Application (or any draft thereof) to any other
  prospective ROI Applicant, other ROI Applicant or Participant of another ROI
  Application;

- enter any contract, arrangement or understanding with any other prospective ROI
  Applicant, other ROI Applicant or Participant of another ROI Application or any
  trade, industry or other association with the effect that if the ROI Applicant is
  short-listed as a Tenderer or is selected as the Recommended Tenderer or the
  Contractor, a benefit will be conferred on any other party (except another
  Participant in the same ROI Application);

- enter any improper or anti-competitive contract, arrangement or understanding with
  any other person in connection with the ROI Invitation, the ROI Invitation process,
  the RFT or the Project; or

- procure information from, offer any incentives, gifts or other favours to, any person
  who is in any way involved with, in a position to influence, or capable of providing
technical or other advice to, those who are involved in any way with the evaluation of the ROI Applications.

8.9 Changes to Parties to an ROI Application

If Participants in an ROI Applicant change (or, where relevant, a Parent Company of a Participant changes) after the Closing Date and Time, the affected ROI Applicant must immediately notify Roads and Maritime of this change in writing. If Roads and Maritime, in its absolute discretion, determines that this change is material, it reserves the right to re-evaluate the ROI Application or to eliminate the ROI Applicant from further participation in the ROI Invitation process. The ROI Applicants should (as a minimum) notify Roads and Maritime of any change to any of the following entities or individuals occurring after the Closing Date and Time:

- any entity that proposes to take a direct equity interest in the ROI Applicant or a Participant if the ROI Applicant is short-listed or becomes the Contractor;
- the ultimate parent entity of any entity that proposes to take a direct equity interest of the type mentioned in the paragraph above;
- any other entity that is likely to be in a position to exercise control or influence (direct or indirect) over the future management and operation of the ROI Applicant or a Participant;
- any director, secretary or chief executive of any entity falling within the above paragraphs and any proposed new director, secretary or chief executive officer; and
- any key Project resources identified by the ROI Applicant as providing a core capability to the ROI Applicant.

8.10 Warranty and Undertaking by ROI Applicant

By submitting an ROI Application (whether or not it complies in all respects with this ROI Invitation), the ROI Applicant and all Participants:

- accept and agree to the terms of this ROI Invitation;
- warrant to Roads and Maritime that the information contained in their ROI Application is accurate and complete as at the date on which it is submitted (except insofar as any information is not known to the relevant Participant), and may be relied upon by Roads and Maritime in determining whether or not to short-list the ROI Applicant as a Tenderer or enter into the Contract with the ROI Applicant; and
- undertake to promptly inform Roads and Maritime of any changes in circumstances within their knowledge that may cause the information contained in their ROI Application to become inaccurate or incomplete in any respect.

8.11 Joint and Several

Where a term is used in this ROI Invitation to refer to the ROI Applicant or to more than one person or Participant in an ROI Application:

- an obligation of those persons or entities (including of each Participant) is joint and several;
- a right of those persons or entities is held by each of them severally; and
- any other reference to that person or entity or term is a reference to each of those persons or entities separately.
8.12 Privacy Act Compliance

In relation to any personal information (as defined in, and for the purposes of, the Privacy Act 1988 (Cth) and the Privacy and Personal Information Protection Act 1998 (NSW) (Privacy Acts)) provided by an ROI Applicant or Participant in connection with the ROI Applicant’s ROI Application, each of the ROI Applicant and Participant must comply with the provisions of the Privacy Acts.

Each of the ROI Applicants and Participants must comply with the provisions of the Privacy Acts in relation to any personal information provided to them by Roads and Maritime or by any of its officers, employees, agents or advisers.

8.13 References to documents

A reference to a document, including a policy document, includes a reference to the document as up-dated, amended, replaced or reissued from time to time.
## DEFINITIONS

In this ROI Invitation and the Returnable Schedules all words and expressions (unless the context otherwise requires) have the meanings assigned to them in this clause.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Commissioner</td>
<td>The Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIIP Act.</td>
</tr>
<tr>
<td>ABCC</td>
<td>The body referred to in section 29 of the BCIIP Act.</td>
</tr>
<tr>
<td>Building Contractor</td>
<td>Has the same meaning as in the <em>BCIIP Act</em>.</td>
</tr>
<tr>
<td>Building Industry Participant</td>
<td>Has the same meaning as in the <em>BCIIP Act</em>.</td>
</tr>
<tr>
<td>Building Work</td>
<td>Has the same meaning as in subsection 3(4) of the Building Code.</td>
</tr>
<tr>
<td>Certified AIP Plan</td>
<td>The Australian Industry Participation Plan drafted by Roads and Maritime, updated with the Contractor’s details (where relevant) and certified by the relevant authority.</td>
</tr>
<tr>
<td>Chain of Responsibility Provisions</td>
<td>Refers to any section of the Heavy Vehicle Law under which the Contractor is a ‘party in the chain of responsibility’ (within the meaning given to that term under the Heavy Vehicle Law).</td>
</tr>
<tr>
<td>Closing Date and Time</td>
<td>The date and time identified in clause 5.2 of this ROI Invitation.</td>
</tr>
<tr>
<td>Commonwealth</td>
<td>The Commonwealth of Australia.</td>
</tr>
<tr>
<td>Commonwealth Funded Building Work</td>
<td>Building Work in items 1-8 of Schedule 1 of the Building Code.</td>
</tr>
<tr>
<td>Contact Officer</td>
<td>The person specified in clause 4.1 of this ROI Invitation, or as otherwise notified by Roads and Maritime in writing.</td>
</tr>
<tr>
<td>Contract</td>
<td>The documentation that forms the agreement between Roads and Maritime and the Contractor to construct the</td>
</tr>
</tbody>
</table>
### Contractor
The successful Tenderer that is engaged to carry out the construction of the Project, under the terms and conditions included in the Contract.

### Designated Building Law
Has the same meaning as in the BCIIP Act.

### Exclusion Sanction
Has the same meaning as in subsection 3(3) of the Building Code.

### Evaluation Panel
The panel constituted by Roads and Maritime to assess ROI Applications as contemplated under clause 3.1 of this ROI Invitation.

### Government
The New South Wales Government and/or Australian Federal Government.

### Heavy Vehicle Law
The:

a) Heavy Vehicle National Law (NSW) within the meaning of that term under the *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW); and

b) regulations in force under the Heavy Vehicle National Law (NSW) as applied (with modifications) under the *Heavy Vehicle (Adoption of National Law) Act 2013* (NSW) as amended, reproduced or updated from time to time.

### Information Package
Documents referred to in Appendix 1 of this ROI Invitation issued by, or on behalf of, Roads and Maritime to the ROI Applicants during the ROI Phase, which do not form part of the ROI Invitation documents and are provided only for the convenience of ROI Applicants.

### NSW Code
The New South Wales Government's Code of Practice for Procurement.

### NSW Guidelines

### Parent Company
Each Participant's ultimate holding company (as defined in section 9 of the *Corporations Act 2001* (Cth)) or such other entity as notified by Roads and Maritime as being acceptable to it for the purposes of ROI Phase.

### Participant
A Joint Venture Participant, where the ROI Applicant is an
unincorporated joint venture comprising of two or more Joint Venture Participants.

**Phase**
Either or both of the ROI Phase and the RFT Phase as the context requires.

**Principal**
Roads and Maritime Services (Roads and Maritime).

**Probity Adviser**
The person appointed by Roads and Maritime to carry out probity related activities in respect of the process for engaging a Contractor, as referred to in clause 7.12.2.

**Project**
All activities associated with the planning, design and construction of the [insert Project name], including as described in clauses 1 and 2.

**Recommended Tenderer**
The Tenderer selected to become the Contractor.

**Registration of Interest Application or ROI Application**
The submission made by an ROI Applicant to this ROI Invitation.

**Registration of Interest Invitation or ROI Invitation**
The ROI invitation as contained in this document to submit an ROI Application.

**Registration of Interest Phase or ROI Phase**
The process described under clause 3.1 of this ROI Invitation.

**Related Company**
A related body corporate as defined by section 9 of the Corporations Act 2001 (Cth).

**Related Entity**
Has the same meaning as in subsection 3(2) of the Building Code.

**Request for Tender or RFT**
Roads and Maritime document used in the RFT Phase to invite the Tenderer to submit a Tender for the construction of the Project.

**Request for Tender Phase or RFT Phase**
The process described under clause 3.2 of this ROI Invitation.

**ROI**
Registration of Interest.

**ROI Applicant**
An organisation, joint venture or other entity submitting an ROI Application to be selected as a Tenderer to submit a Tender for the Project.

**Tender**
The tender submitted by a Tenderer to Roads and Maritime
at the end of the RFT Phase in response to the Request for Tender.

**Tenderer**

An ROI Applicant who has been shortlisted from the ROI Applicants in the ROI Phase of the procurement process and to whom the RFT has been issued.

**Workplace Relations Management Plan (Commonwealth)**

Has the meaning given to 'WRMP' in subsection 3(1) of the Building Code.

**Workplace Relations Management Plan (State)**

The Workplace Relations Management Plan contemplated by the NSW Guidelines.

In addition, definitions in the Contract apply in this ROI Invitation.
APPENDIX 1 – INFORMATION PACKAGE

1 General

Roads and Maritime is relying on the ROI Applicant to make its own assessment of the information included in the Information Package. The information is made available to indicate the nature of the work undertaken to date. Further documents, approvals, etc. may be added to this list as they become available.

Roads and Maritime makes no undertaking that more weight should be given to one set or another set of data, nor does it warrant that any of the information made available is correct, adequate, complete, up to date, not misleading or otherwise suitable. Roads and Maritime will not be liable if the information is not suitable for any reason, including if there is any omission relating to background information.

2 Documents

The documents in the Information Package are listed below and are included as electronic files on the [insert CD, DVD, portable drive, etc., as relevant] titled:

[insert title of CD, DVD, portable drive, etc., as relevant]

<table>
<thead>
<tr>
<th>Document Type and Description</th>
<th>Document File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTES TO TENDER DOCUMENTER: (Delete this boxed text after customising Appendix 2)
For guidance on completing the table below, refer to the guidance provided in clause 2.0.3.4 of Section 2 of the Roads and Maritime’s Engineering Contracts Manual.

Where “Yes / No” or other type of options are shown in the “Project Requirement” column of the table, cross out whichever option is not applicable to the Project.

Where “Yes” is selected in the “Project Requirement” column in the table below, the ROI Applicants are to include in their ROI Applications relevant Returnable Schedules as shown in the “ROI Applicant to Provide” column, including all details set out for these Returnable Schedules in this ROI Invitation.

Where “Yes” is selected in the “Project Requirement” column in the table below for project requirements that are not applicable to the ROI Phase, this is to assist the ROI Applicants in gaining understanding of what will be required for the Project in the RFT Phase.

<table>
<thead>
<tr>
<th>ROI Invitation Clause</th>
<th>Description</th>
<th>Project Requirement</th>
<th>ROI Applicant to Provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.1.5 &amp; 7.9</td>
<td>Does the Building Code apply to the Project?</td>
<td>Yes / No</td>
<td>Returnable Schedule 5</td>
</tr>
<tr>
<td>4.4.1.6 &amp; 7.10</td>
<td>Will the Contractor be required to maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme?</td>
<td>Yes / No</td>
<td>Returnable Schedule 6</td>
</tr>
<tr>
<td>4.4.2</td>
<td>Is Evaluation Criterion 4 (Demonstrated capacity for successful collaboration with the NSW Government) applicable to evaluation of the ROI Applications?</td>
<td>Yes / No</td>
<td>Returnable Schedule 11</td>
</tr>
<tr>
<td>5.3</td>
<td>Are the ROI Applications to be lodged electronically, in eTender?</td>
<td>Yes / No</td>
<td>Lodge the ROI Application in eTender</td>
</tr>
<tr>
<td>7.4</td>
<td>Does the NSW Government Procurement Guideline <em>Skills and Training in the Construction Industry</em> apply to the Project?</td>
<td>Yes / No</td>
<td>Not applicable to ROI Phase</td>
</tr>
<tr>
<td>7.7</td>
<td>Will the Australian Industry Participation Plan be required for the Project?</td>
<td>Yes / No</td>
<td>Not applicable to ROI Phase</td>
</tr>
<tr>
<td>ROI Invitation Clause</td>
<td>Description</td>
<td>Project Requirement</td>
<td>ROI Applicant to Provide</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>7.8(d)</td>
<td>Will the Workplace Relations Management Plan (State) be required for the Project?</td>
<td>Yes / No</td>
<td>Not applicable to ROI Phase</td>
</tr>
<tr>
<td>7.9(d)</td>
<td>Will the Workplace Relations Management Plan (Commonwealth) be required for the Project?</td>
<td>Yes / No</td>
<td>Not applicable to ROI Phase</td>
</tr>
<tr>
<td>7.12.2</td>
<td>Will the Probity Adviser be appointed for the procurement of the Project?</td>
<td>Yes / No</td>
<td>Nil</td>
</tr>
</tbody>
</table>