

TRANSPORT FOR NSW (TfNSW)

CONTRACT DOCUMENT C11-1

REGISTRATION OF INTEREST for CONSTRUCT ONLY

MAJOR ROADWORKS AND BRIDGEWORKS CONTRACTS

REVISION REGISTER

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 1/Rev 0		New document	Director, Commercial Services	15.08.17
Ed 1/Rev 1	7.9(c)(iv) & 7.9(e)(i)(A)	Revised to reflect the introduction of the Work Health and Safety Regulation 2017, replacing the 2011 Regulation	Director Commercial Services	29.09.17
Ed 1/Rev 2	7.1.1 7.3.2 & 7.3.3 7.5 & Appendix 2	Revised prequalification requirements for unincorporated joint ventures Revised as Quality Management Systems Guidelines and Environmental Management System Guidelines are no longer applicable Updated to align with the requirements of APIC Policy 2018	Director Commercial Services	03.06.19
Ed 1/Rev 3	5.4	Reference to TfNSW instead of RMS Removed hard copy lodgement requirements	Director Commercial Services	01.12.19



INVITATION TO SUBMIT
REGISTRATION OF INTEREST
MAJOR ROADWORKS AND BRIDGEWORKS
(CONSTRUCT ONLY)

Copyright – Transport for NSW
IC-QA-C11-1

VERSION FOR: DATE:

CONTENTS

CLAUSE	PAGE
1 INTRODUCTION.....	1
1.1 OVERVIEW OF THE PROJECT AND REGISTRATION OF INTEREST (ROI) OPPORTUNITY	1
1.2 PROJECT OBJECTIVES	1
2 PROJECT INFORMATION.....	1
2.1 PROJECT SCOPE AND LOCATION	1
2.2 DESIGN.....	2
2.3 ENVIRONMENTAL APPROVALS	2
2.4 INFORMATION AVAILABLE TO ROI APPLICANTS	2
2.5 PROJECT INTERFACES.....	2
3 PROCUREMENT PROCESS	2
3.1 ROI PHASE - REGISTRATION OF INTEREST AND TENDERER SHORTLISTING	3
3.2 RFT PHASE - REQUEST FOR TENDER	3
3.3 INDICATIVE PROCUREMENT TIMETABLE.....	3
4 REGISTRATION OF INTEREST INVITATION	4
4.1 ENQUIRIES	4
4.2 ROI BRIEFING FOR POTENTIAL ROI APPLICANTS	5
4.3 ADDENDA TO OR CLARIFICATIONS OF THIS ROI INVITATION	5
4.4 EVALUATION METHODOLOGY	5
4.4.1 MANDATORY SELECTION CRITERIA	6
4.4.2 COMPARATIVE EVALUATION CRITERIA	7
4.4.3 INFORMATION REQUIRED FOR EVALUATION	8
5 SUBMISSION OF ROI APPLICATIONS.....	10
5.1 CONFORMING SUBMISSION REQUIREMENTS	10
5.2 LODGEMENT OF ROI APPLICATIONS	11
5.3 LODGEMENT BY eTENDER	11
5.4 NOT USED.....	12
5.5 LATE ROI APPLICATIONS	12
6 AFTER ROI APPLICATIONS CLOSE	12
6.1 EVALUATION OF ROI APPLICATIONS	12
6.2 MANDATORY SELECTION CRITERIA	12
6.3 PROJECT SPECIFIC EVALUATION CRITERIA	12
6.4 INTERVIEWS	12
6.5 OUTCOME OF THE ROI PROCESS.....	13
6.6 DISCLOSURE OF INFORMATION	13
6.7 CHANGES IN CIRCUMSTANCES.....	13
6.8 PUBLICITY	13
6.9 PROTECTION OF PRIVACY	13
6.10 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES	14
7 PROJECT REQUIREMENTS	14
7.1 PREQUALIFICATION REQUIREMENTS	14
7.1.1 REQUIREMENTS FOR JOINT VENTURE.....	14
7.2 PARENT COMPANY GUARANTEE.....	14
7.3 MANAGEMENT SYSTEMS REQUIREMENTS FOR CONTRACT AWARD	15
7.3.1 WORK HEALTH AND SAFETY REQUIREMENTS	15
7.3.2 ENVIRONMENTAL MANAGEMENT	15

7.3.3	QUALITY MANAGEMENT	15
7.4	SKILLS AND TRAINING REQUIREMENTS	15
7.5	ABORIGINAL PARTICIPATION REQUIREMENTS	16
7.6	HEAVY VEHICLE LAW - CHAIN OF RESPONSIBILITY PROVISIONS.....	16
7.7	AUSTRALIAN INDUSTRY PARTICIPATION PLAN.....	17
7.8	NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT AND IMPLEMENTATION GUIDELINES.....	17
7.9	BUILDING CODE	19
7.10	AUSTRALIAN GOVERNMENT WORK HEALTH AND SAFETY ACCREDITATION SCHEME.....	21
7.11	FINANCIAL RESOURCES AND LIQUIDITY	21
7.12	COMPETITIVENESS, PROBITY AND RELATED COMPANIES	22
7.12.1	RELATED COMPANIES AND PROBITY DEEDS	22
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	24
8.3	COSTS BORNE BY ROI APPLICANT.....	25
8.4	TfNSW'S DISCRETIONS AND RIGHTS	25
8.5	NO LEGAL RELATIONSHIP.....	27
8.6	OBLIGATIONS OF TfNSW	27
8.7	DISCLAIMER.....	28
8.8	ROI APPLICANT'S LEGAL OBLIGATIONS	28
8.9	CHANGES TO PARTIES TO AN ROI APPLICATION.....	29
8.10	WARRANTY AND UNDERTAKING BY ROI APPLICANT	29
8.11	JOINT AND SEVERAL	29
8.12	PRIVACY ACT COMPLIANCE.....	30
8.13	REFERENCES TO DOCUMENTS	30
9	DEFINITIONS.....	31
	APPENDIX 1 – INFORMATION PACKAGE.....	35
	APPENDIX 2 – SCHEDULE OF PROJECT REQUIREMENTS	36

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 *[insert website location of C2-GC21 document]*.

To procure this Contract, TfNSW 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

TfNSW 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 / TfNSW 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 TfNSW 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 TfNSW;
- 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 TfNSW. 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, TfNSW 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:	<i>[insert date]</i>
Briefing for ROI Applicants:	<i>[insert date]</i>
Registrations of Interest close:	<i>[insert date]</i>
Shortlist ROI Applicants and issue notifications:	<i>[insert date]</i>
RFT documents issued:	<i>[insert date]</i>
Mandatory pre-Tender meeting and site inspection:	<i>[insert date]</i>
Tenders close:	<i>[insert date]</i>
Contract award:	<i>[insert date]</i>

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

4 REGISTRATION OF INTEREST INVITATION

TfNSW 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:	<i>[insert name]</i>
Telephone number:	<i>[insert telephone number]</i>
e-mail address:	<i>[insert email address]</i>
Postal address:	<i>[insert postal address]</i>

TfNSW will have absolute discretion in determining whether to respond to a written request for clarification. Where it does respond, TfNSW 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 TfNSW 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 TfNSW 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 TfNSW 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

TfNSW 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 TfNSW 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

TfNSW 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 TfNSW on the ROI Applicant and its Participants; and
- independent checks by TfNSW.

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 TfNSW, 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):

Comparative Evaluation Criteria
Evaluation Criterion 1: ROI Applicant’s capability, capacity and experience
<p>Under this criterion the ROI Applicant must demonstrate and provide details of:</p> <ul style="list-style-type: none"> 1a) Successful recent experience (last 5 years) in the delivery of projects of similar size, type, value and complexity; 1b) Completion of relevant projects within required timeframes; 1c) Successful performance in quality, work health and safety, environment, Aboriginal participation and training (including apprenticeship) outcomes; 1d) Experience working with construct only contracts (GC21 or similar) or evidence of capacity and capability to manage this type of contract; and 1e) Current workload and anticipated commitments on other contracts.
Evaluation Criterion 2: Proposed key personnel
<p>Under this criterion the ROI Applicant must provide details of:</p> <ul style="list-style-type: none"> 2a) The size, organisational structure and key roles of the nominated full-time site-based team for this Project; 2b) The relevant qualifications, competencies and experience of nominated key personnel; and 2c) Availability of key personnel (including the extent of their proposed involvement on the Project). <p>If the ROI Applicant is shortlisted to proceed to the RFT Phase, TfNSW expects that the key personnel will be nominated for the same roles in the shortlisted ROI</p>

Comparative Evaluation Criteria
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: <ul style="list-style-type: none"> 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 (<u>where applicable</u>, as set out in the Schedule of Project Requirements)
Under this criterion the ROI Applicant (including its Participants) must demonstrate: <ul style="list-style-type: none"> 4a) Ability to work effectively with the NSW Government.
Evaluation Criterion 5: [TfNSW Project team to insert Project specific evaluation criterion or criteria]
<i>[TfNSW Project team to insert Project specific details required to be provided by the ROI Applicant, as necessary to address the Project's complexities]</i>

4.4.3 Information Required for Evaluation

The ROI Invitation's Returnable Schedules (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:

	Information Requirement	Selection/ Evaluation Criteria	Returnable Schedule
1	Signed ROI Application Form In addition, a "Conforming Submission Checklist" is to be provided confirming all required information has been included in the ROI Application	Mandatory 1	Returnable Schedule 1

Information Requirement		Selection/ Evaluation Criteria	Returnable Schedule
2	<p>ROI Applicant’s Details</p> <p>Provide details set out in Returnable Schedule 2</p>	Mandatory 2	Returnable Schedule 2
3	<p>Minimum Prequalification Levels</p> <p>Provide details set out in Returnable Schedule 3</p>	Mandatory 3	Returnable Schedule 3
4	<p>Compliance with the NSW Code and NSW Guidelines</p> <p>Each Participant of the ROI Applicant must sign and return a Schedule of Compliance in the form of Returnable Schedule 4</p>	Mandatory 4	Returnable Schedule 4
5	<p>Compliance with the Building Code</p> <p><u>Where relevant to the Project</u>, 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 BCIP Act) must:</p> <ul style="list-style-type: none"> • sign and return a separate Declaration of Compliance in the form of Returnable Schedule 5; • provide all details as required by Attachment A of the Declaration of Compliance. 	Mandatory 5	Returnable Schedule 5
6	<p>Confirmation of WHS Accreditation Status</p> <p><u>Where relevant to the Project</u>, each Participant of the ROI Applicant that will carry out ‘building work’ (as defined in the BCIP Act) for the Project must:</p> <ul style="list-style-type: none"> • sign and return a separate Confirmation of WHS Accreditation Status in the form of Returnable Schedule 6 	Mandatory 6	Returnable Schedule 6
7	<p>Joint Venture Details</p> <p><u>Where the ROI Applicant is an unincorporated joint venture</u>, 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</p>	Mandatory 7	Returnable Schedule 1
8	<p>Financial Details</p> <p>Each Participant of the ROI Applicant agrees (by signing the ROI Application Form) to provide upon request all financial details, as set out in clause 7.11</p>	Mandatory 8	Returnable Schedule 1 & Returnable

Information Requirement		Selection/ Evaluation Criteria	Returnable Schedule
	and Returnable Schedule 7 of this ROI Invitation		Schedule 7 (Schedule 7 to be provided upon request)
9	ROI Applicant's Capability, Capacity and Experience Provide details set out in Returnable Schedule 8	Comparative 1	Returnable Schedule 8
10	Proposed Key Personnel Provide details set out in Returnable Schedule 9	Comparative 2	Returnable Schedule 9
11	Understanding of Project Requirements Provide details set out in Returnable Schedule 10	Comparative 3	Returnable Schedule 10
12	Demonstrated Capacity for Successful Collaboration with the NSW Government <u>Where relevant to the Project</u> , provide details of two referees, as set out in Returnable Schedule 11	Comparative 4	Returnable Schedule 11
13	[If NSW to insert Project specific evaluation criterion (or criteria) and submission requirements or delete this line if not relevant]	Comparative 5	Returnable Schedule 12 (if applicable)

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*].

TfNSW 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:

<https://tenders.nsw.gov.au/rms/>

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 TfNSW 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 Not Used

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 TfNSW 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 TfNSW.

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 TfNSW. 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 TfNSW, 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 TfNSW 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 TfNSW 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 TfNSW 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) unincorporated joint ventures are not required to be prequalified to be eligible to submit a Tender. However, each Participant in the unincorporated joint venture must be prequalified in its own right for roadworks and/or bridgeworks with TfNSW under the National Prequalification System for Civil (Road and Bridge) Construction Contracts; and
- (b) the Participants in the joint venture must jointly meet the prequalification requirements specified in the Invitation for Registration of Interest. All contractors in the unincorporated joint venture must satisfy the prequalification financial level required for the Contract.

If a 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, the Tender will be deemed non-conforming.

7.2 Parent Company Guarantee

The ROI Applicant's attention is drawn to the provisions of GC21 Conditions of Contract which allow TfNSW 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 TfNSW 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 TfNSW, 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

The Contractor will be required to develop, implement and maintain a Work Health and Safety (“WHS”) Management System and Project WHS Management Plan in accordance with the New South Wales Government Work Health and Safety Management Systems and Auditing Guidelines (5th Ed September 2013 (updated March 2014) or any later edition).

7.3.2 Environmental Management

The Contractor will be required to develop, implement and maintain a certified environmental management system that complies with *ISO 14001:2015 Environmental management system* or *AS/NZS 14001:2016*.

7.3.3 Quality Management

The Contractor will be required to implement and maintain a quality management system that complies with the requirements of TfNSW Quality Management System Specification Q6.

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 the Request for Tenders document (C12), which is available on the *[insert location of C12 document]*.

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 TfNSW (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 (June 2018 or any later update).

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

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

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

TfNSW will determine the Minimum Aboriginal Participation Spend before the Contract is executed and this amount will be included in the executed Contract. The Minimum Aboriginal Participation Spend will remain fixed for the Contract period, except where TfNSW 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:

- (a) an Aboriginal Participation Plan in the format prescribed by the NSW Procurement Board (the template is available at <https://procurepoint.nsw.gov.au/policy-and-reform/construction-procurement-policy/aboriginal-participation-construction-policy>);
- (b) evidence of its ability to meet the obligations under the Policy required by the Contract;
- (c) details of its Aboriginal participation in construction performance outcomes on other TfNSW or NSW Government contracts;
- (d) an undertaking that, in the event that it becomes the Contractor, it will:
 - (i) provide Aboriginal Participation Reports at the times specified in the Contract and in the format prescribed by the NSW Procurement Board.
 - (ii) fully allocate the Minimum Aboriginal Participation Spend to eligible spend types from the date of contract award up to the date of completion, and that if unable to achieve this, will distribute the remaining amount to the policy's list of approved bodies;
 - (iii) engage with local Aboriginal communities, Aboriginal organisations or Aboriginal industry bodies to support achievement of Aboriginal participation requirements; and
 - (iv) propose exclusions for determining the Minimum Aboriginal Participation Spend value.

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.

TfNSW 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 AIP Plan will be included in the RFT.

The Contractor will be required to provide TfNSW with details necessary to finalise the AIP Plan and TfNSW 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), TfNSW 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.

TfNSW 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 TfNSW 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 TfNSW 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 TfNSW), 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 BCIP 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 TfNSW 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 TfNSW 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; and

- (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 BCIIIP 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 BCIIIP Act when entering into contracts for 'building work' (as defined in the BCIIIP Act) and must maintain accreditation under the Scheme while the 'building work' (as defined in the BCIIIP 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 BCIIIP 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 BCIIIP 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 TfNSW, 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 TfNSW, 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 TfNSW after the Closing Date and Time.

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

Additionally, TfNSW 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

TfNSW 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, TfNSW 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 TfNSW proceeds to invite Tenders for the Project in the RFT Phase of the procurement process, TfNSW 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 TfNSW; or
- (b) enter into and activate for this Project, a formal probity deed with TfNSW in a form that is acceptable to TfNSW, where a Participant (and, to the extent relevant, the Participant's holding company) has not previously entered into a formal probity deed with TfNSW.

By submitting the ROI Applications, the ROI Applicants are acknowledging and agreeing that TfNSW 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 TfNSW 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 TfNSW in relation to the probity of ROI Applications and the involvement of Related Companies in two or more ROI Applications;
- providing guidance to TfNSW as to how unforeseen probity issues could be resolved;
- attending evaluation team and TfNSW 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 TfNSW 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 TfNSW, in its absolute discretion).

Nothing in this clause limits the operation of clause 8.4 (TfNSW's Discretion and Rights) or is to be taken as imposing any obligation (contractual or otherwise) on TfNSW 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 TfNSW may have, TfNSW 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 TfNSW or any other person on behalf of TfNSW except to the extent:
 - A. the ROI Applicant is specifically so authorised in writing by TfNSW;
 - 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 TfNSW with written notice of the legal basis for the disclosure.

TfNSW 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 TfNSW. 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 TfNSW 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. TfNSW will consult with the ROI Applicant in accordance with the GIPA Act prior to making a decision. If TfNSW determines to disclose the information, the ROI Applicant will be entitled to pursue rights of review in accordance with the GIPA Act. If TfNSW 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 TfNSW 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 TfNSW of any discretion, or the evaluation by TfNSW of any ROI Application or Tender.

8.4 TfNSW's Discretions and Rights

TfNSW 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, TfNSW may provide to all potential ROI Applicants that have obtained the

ROI Invitation from TfNSW 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
 - has been lodged by an ROI Applicant who has not complied with this ROI Invitation;
- decide at any time to:
 - use information held by TfNSW about any ROI Applicant and Participant, not provided by the ROI Applicant, for the purposes of evaluation;
 - not proceed with all or any part of the Project for any reason;
 - vary funding for the Project;
 - 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;
 - 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
 - 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):
 - if in the ROI Phase – by notice in writing to the potential ROI Applicants to this ROI Invitation; and
 - 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:

- 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);
- 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
- 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 TfNSW, TfNSW 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 TfNSW or any of TfNSW' officers, employees or advisers, except to the extent that in consideration of TfNSW 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 TfNSW and any ROI Applicant unless and until the Contract is signed by TfNSW and the Recommended Tenderer or Contractor (as the case may be).

8.6 Obligations of TfNSW

Except as expressly stated in the Contract, TfNSW 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 TfNSW 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 TfNSW, 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 TfNSW) 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 TfNSW of this change in writing. If TfNSW, 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 TfNSW 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 TfNSW 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 TfNSW 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 TfNSW 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 TfNSW 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.

9 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.

ABC Commissioner	The Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIIIP Act.
ABCC	The body referred to in section 29 of the BCIIIP Act.
BCIIP Act	The <i>Building and Construction Industry (Improving Productivity) Act 2016</i> (Cth).
Building Code	The Building Code issued under subsection 34(1) of the BCIIIP Act, being the document titled ' <i>Code for the Tendering and Performance of Building Work 2016</i> ', which is available at https://www.legislation.gov.au/Details/F2017C00125 .
Building Contractor	Has the same meaning as in the <i>BCIIP Act</i> .
Building Industry Participant	Has the same meaning as in the <i>BCIIP Act</i> .
Building Work	Has the same meaning as in subsection 3(4) of the Building Code.
Certified AIP Plan	The Australian Industry Participation Plan drafted by TfNSW, updated with the Contractor's details (where relevant) and certified by the relevant authority.
Chain of Responsibility Provisions	Refers to any section of the Heavy Vehicle Law under which the Contractor is a ' <i>party in the chain of responsibility</i> ' (within the meaning given to that term under the Heavy Vehicle Law).
Closing Date and Time	The date and time identified in clause 5.2 of this ROI Invitation.
Commonwealth	The Commonwealth of Australia.
Commonwealth Funded Building Work	Building Work in items 1-8 of Schedule 1 of the Building Code.
Contact Officer	The person specified in clause 4.1 of this ROI Invitation, or as otherwise notified by TfNSW in writing.
Contract	The documentation that forms the agreement between TfNSW and the Contractor to construct the Project.

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 BCIP Act.
Exclusion Sanction	Has the same meaning as in subsection 3(3) of the Building Code.
Evaluation Panel	The panel constituted by TfNSW 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: <ul style="list-style-type: none"> a) Heavy Vehicle National Law (NSW) within the meaning of that term under the <i>Heavy Vehicle (Adoption of National Law) Act 2013</i> (NSW); and b) regulations in force under the Heavy Vehicle National Law (NSW) as applied (with modifications) under the <i>Heavy Vehicle (Adoption of National Law) Act 2013</i> (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, TfNSW 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	The New South Wales Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (as published by the NSW Treasury in July 2013).
Parent Company	Each Participant's ultimate holding company (as defined in section 9 of the <i>Corporations Act 2001</i> (Cth)) or such other entity as notified by TfNSW 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	Transport for NSW(TfNSW)
Probity Adviser	The person appointed by TfNSW 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 <i>[insert Project name]</i> , 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 <i>Corporations Act 2001 (Cth)</i> .
Related Entity	Has the same meaning as in subsection 3(2) of the Building Code.
Request for Tender or RFT	TfNSW 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.
RMS or Roads and Maritime Services	TfNSW or Transport for NSW, and a reference to "RMS" in a document (including an RMS specification or other document) is to be read as a reference to TfNSW or Transport for NSW.
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 TfNSW 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.
TfNSW	Transport for NSW (ABN 18 804 239 602) a NSW Government agency constituted under the <i>Transport Administration Act 1988</i> (NSW).
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 2 – SCHEDULE OF PROJECT REQUIREMENTS

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 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.

ROI Invitation Clause	Description	Project Requirement	ROI Applicant to Provide
4.4.1.5 & 7.9	Does the Building Code apply to the Project?	Yes / No	Returnable Schedule 5
4.4.1.6 & 7.10	Will the Contractor be required to maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme?	Yes / No	Returnable Schedule 6
4.4.2	Is Evaluation Criterion 4 (Demonstrated capacity for successful collaboration with the NSW Government) applicable to evaluation of the ROI Applications?	Yes / No	Returnable Schedule 11
5.3	Are the ROI Applications to be lodged electronically, in eTender?	Yes / No	Lodge the ROI Application in eTender
7.4	Does the NSW Government Procurement Guideline <i>Skills and Training in the Construction Industry</i> apply to the Project?	Yes / No	Not applicable to ROI Phase
7.5	Does the NSW Government Aboriginal Participation in Construction policy apply to the Project?	Yes/No	Not applicable to ROI Phase

ROI Invitation Clause	Description	Project Requirement	ROI Applicant to Provide
7.7	Will the Australian Industry Participation Plan be required for the Project?	Yes / No	Not applicable to ROI Phase
7.8(d)	Will the Workplace Relations Management Plan (State) be required for the Project?	Yes / No	Not applicable to ROI Phase
7.9(d)	Will the Workplace Relations Management Plan (Commonwealth) be required for the Project?	Yes / No	Not applicable to ROI Phase
7.12.2	Will the Probity Adviser be appointed for the procurement of the Project?	Yes / No	Nil