
Minor Physical Works and Services

Request for Tenders



Transport
for NSW

Revision Register

Request for Tenders

Revision Date	Comment	Authorised
August 1999	GST Clauses	Manager, Contracts Strategy, Infrastructure Contracts Branch
February 2000	Industrial Relations Management	Manager, Contracts Strategy, Infrastructure Contracts Branch
July 2000	GST Clauses amended	Manager, Contracts Strategy, Infrastructure Contracts Branch
May 2001	Clause 2.2 & Conforming tender checklist 'tenders submitted by facsimile will not be considered' added	Manager, Contracts Strategy, Infrastructure Contracts Branch
March 2004	Form retitled 'Request for Tenders' and GST excluded from individual rates and prices	Manager, Contracts Strategy, Infrastructure Contracts Branch
July 2004	Clause 1.2 amended to refer to the Code of Practice for Procurement	Manager, Contracts Strategy, Infrastructure Contracts Branch
September 2006	Clause 1.5 added for RMS' Statement of Business Ethics	Manager, Contracts Strategy, Infrastructure Contracts Branch
September 2008	Minor cosmetic changes	Manager, Contracts Strategy, Infrastructure Contracts Branch
May 2010	Reference to NSW Government purchasing policy including Preference schemes removed. Annexure CT1 deleted and all annexures have been renumbered. New Clauses 3.4 and 4.5 relating to National Code of Practice for Construction Industry included.	Manager, Contracts Strategy, Infrastructure Contracts Branch
June 2011	Reference to FOI Act is now changed to GIPA Act	Manager, Contracts Strategy, Infrastructure Contracts Branch
Nov 2011	Reference to RTA changed to RMS	Manager, Contracts Strategy, Infrastructure Contracts Branch

Revision Date	Comment	Authorised
Dec 2011	Clause 8.3.8 Reference to NSW Government Code of Practice for Procurement	Manager, Contracts Strategy, Infrastructure Contracts Branch
April 2012	Reference to National Code of Practice for the new Construction Industry Implementation Guidelines May 2012	Manager, Contracts Strategy, Infrastructure Contracts Branch
August 2012	Authorised witness certificate attached to Statutory Declaration	Manager, Contracts Strategy, Infrastructure Contracts Branch
Nov 2012	New Clause 3.5 RMS Customer Charter	Manager, Contracts Strategy, Infrastructure Contracts Branch
Dec 2012	Reference to WHS instead of OHS	Manager, Contracts Strategy, Infrastructure Contracts Branch
March 2013	Reference to National Code of Practice changed to Building Code 2013	Manager, Contracts Strategy, Infrastructure Contracts Branch
July 2013	Revised clause 2.1 -NSW Government Code of Practice for Procurement and Implementation Guidelines New Annexure CT5 added Schedule of Compliance with NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement	Manager, Contracts Strategy, Infrastructure Contracts Branch
November 2015	Tidy up all clauses – references to superseded Codes & Guidelines corrected and compliance requirements updated. Clauses 6.1.2, 6.3, 8.3.6 and Annexure CT2 – inserted “Chain of Responsibility” requirements.	Manager, Contracts Strategy, Commercial Branch
June 2016	Clauses 3.3, 6.4 and Annexures CT2 & CT3- inserted requirements re mandatory implementation of the NSW Government Policy on Aboriginal Participation in Construction Clause 4.5.5b)- Inserted requirement re FWBC letter of compliance Annexure CT6 – inserted requirements for tender lodgement at RMS Head Office	GM Commercial Branch

Revision Date	Comment	Authorised
Ed 1/Rev 23 August 2017	Clause 1.2 and Annexure CT5 – minor edits. Clauses 3.4, 4.5, 6.1, 6.5 and Annexures CT2, CT4A, CT4B & CT6 - updated as a result of the enactment of the <i>Building and Construction Industry (Improving Productivity) Act 2016 (Cth)</i> and the <i>Code for the Tendering and Performance of Building Work 2016</i> .	Director Commercial Services
Ed 1/Rev 24 August 2017	Annexure CT4B - Minor change re regulation 26(1)(f) requirement	Director Commercial Services
Ed 1/Rev 25 Sep 2017	Clauses 6.16.1.2, 4.5.1(d), 4.5.3a(i), Annexure CT4A subclauses 6a(i), 6b(ii) and 8b and Annexure CT4A Attachment A Item 5 – Updated to reflect the introduction of the Work Health and Safety Regulation 2017	Director Commercial Services
Ed 1/Rev 26 December 2019	Reference to TfNSW instead of RMS	Director Commercial Services

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TRANSPORT FOR NSW (TfNSW)

Minor Physical Works and Services

Request for Tenders

1. Notice to Tenderers

1.1 Description of tender

Transport for NSW (TfNSW) seeks tenders for the Contracted Work described in the Tender Documents.

1.2 NSW Government Code of Practice for Procurement and Implementation Guidelines

Terminology

- .1 The New South Wales Government's Code of Practice for Procurement (NSW Code) and the New South Wales Government's Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) apply to the project the subject of this procurement process.
- .2 Terms used in this section 1 of this procurement process (under the heading NSW Code and Implementation Guidelines) have the same meaning as is attributed to them in the NSW Guidelines (as published by the NSW Treasury in July 2013).

Primary obligation

- .3 By submitting a response to this procurement process, the tenderer acknowledges and agrees that it:
 - is aware that the NSW Code and NSW Guidelines apply to the project;
 - is taken to have read and understood the NSW Code and NSW Guidelines and the obligations they impose;
 - will comply with the NSW Code and NSW Guidelines on this project, which includes, but is not limited to giving access to authorised personnel to inspect any work, material, or machinery, inspect and copy any record relevant to the project, and interview any person;
 - will agree, if successful in this procurement process, to contractual terms that give effect to the NSW Code and NSW Guidelines and mechanisms to ensure their compliance and enforcement; and
 - will comply with, and ensure all of its related entities (as defined in the NSW Guidelines) comply with, the NSW Code and NSW Guidelines in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting a response to this procurement process.

Cost, efficiency, productivity and workplace safety

- .4 The tenderer agrees that it must include in its response:
- where required in Annexure CT2, 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;
 - a Work Health and Safety Management Plan or Site Specific Safety Management Plan and any other documents and information necessary to meet the requirements of section 9 of the NSW Guidelines; *[noting that the tenderer 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]*
and
 - the Schedule of Compliance that is attached as Annexure CT5 to this Request for Tenders, properly executed by or on behalf of the tenderer.
- .5 The tenderer acknowledges that by submitting this response it agrees to TfNSW and the Construction Compliance Unit (CCU) taking any steps to investigate claims, statements and assertions made by the tenderer in any of the documents referred to above in paragraph .4 of this clause before any contract is awarded. The tenderer acknowledges and agrees to cooperate with TfNSW and the CCU in respect of the investigation of compliance with the NSW Guidelines and further agrees that that compliance is a mandatory requirement of the procurement process. The tenderer will allow authorised personnel to:
- access premises and sites controlled by the tenderer or its related entities;
 - inspect and copy relevant records and documents;
 - inspect any work, material, machinery, appliance article or facility; and
 - interview any person;
- as is necessary to investigate the claims, statements and assertions made by the tenderer in the response or to demonstrate the tenderer's current or, where relevant, past compliance with the NSW Code and NSW Guidelines during the procurement process.

Disclosure of information

- .6 Notwithstanding any other provision of the procurement process, the tenderer agrees and consents to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code and NSW Guidelines, including the disclosure of details of past and present compliance to the NSW Code and NSW Guidelines, as varied from time to time,

including whether or not sanctions have been imposed on a tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of New South Wales, including its agencies (including 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

.7 Where the tenderer proposes to subcontract the works, the tenderer agrees that it will ensure, through contract, that each subcontractor or consultant agrees to:

- the contractual promises in clauses paragraph .3 of this clause (Primary obligation) and paragraph .6 of this clause (Disclosure of information) in respect of the relevant subcontractor or consultant;
- comply with the applicable plans and policies on the project referred to in clause paragraph .4 of this clause (Cost, efficiency, productivity and workplace safety); and
- where a subcontractor or consultant is nominated in procurement process documents, that the nominated party cooperates with authorised personnel during the procurement process for the purposes outlined in paragraph .5 of this clause.

1.3 Other details

[Insert details for Notice to Tenderers, ECM 5]

1.4 GST information

Information and requirements relating to the GST are set out in clause 7.2.

Please note in particular that special requirements apply to tenderers who are not registered for GST or who wish to enter into a Voluntary Agreement for withholding Pay As You Go taxation (refer clauses 7.2 and 8.4).

1.5 Principal's statement of business ethics

You must comply with the Principal's Statement of Business Ethics. Copies of the statement are available from the Principal's website.

<http://www.rms.nsw.gov.au/about/what-we-do/ethics/statement-business-ethics.html>

2. Summary of requirements for tender

2.1 Eligibility to tender

To be eligible to tender, you must:

- .1 Have an accredited WHS Management System if applicable (*see clause 3.1*), and
- .2 Attend the Pre-Tender Meeting (if any) (*see clause 3.2*), and
- .3 Attend the Site Inspection (if any) (*see clause 3.2*).

2.2 Lodging a conforming tender

To lodge a conforming tender, you must do all the things set out in the Conforming Tender Checklist attached to this document (please note tenders submitted by facsimile to TfNSW will not be considered).

2.3 Lodging an alternative tender

If you wish to lodge an alternative tender, you must also lodge a conforming tender and provide the details set out in clause 5.

2.4 Post-tender supporting information

To ensure that your tender remains conforming, you must provide supporting information within 5 working days of a request (*see clause 6*).

3. Eligibility to tender

3.1 WHS system accreditation

You must have a Work, Health and Safety System in place if required by the Tender Documents. The System must comply with the NSW Government WHS Management Systems Guidelines and must be accredited for TfNSW contracts.

3.2 Pre-tender meeting and site inspection

You or your representative must attend any pre-tender meeting and/or site inspection held by TfNSW in relation to the Tender.

3.3 Aboriginal Participation in Construction

To the extent required by the Contract you must demonstrate your commitment and capacity to plan and facilitate Aboriginal participation in employment, training and development of Aboriginal enterprises in accordance with the NSW Government Policy on Aboriginal Participation in Construction (June 2018 or later update).

3.4 Building Code & Australian Government Work Health and Safety Accreditation Scheme

To the extent required by the contract you must demonstrate your commitment and capacity to comply with the Building Code issued under subsection 34(1) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), being the document titled '*Code for the Tendering and Performance of Building Work 2016*'.

To the extent required by the contract you must demonstrate your commitment and capacity to comply with all conditions of the Australian Government Work Health and Safety Accreditation Scheme.

3.5 Principal's Customer Charter

Your attention is drawn to the Principal's Customer Charter which is available from <http://www.rms.nsw.gov.au/customercharter/index.html>.

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

4. Lodging a conforming tender

4.1 Tender Form

The Tender Form must be properly completed and signed and initialled by you or by someone on your behalf as a binding legal document.

4.2 Schedule of Rates

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

4.3 Schedule of Prices

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

- .1 include all items for which TfNSW has suggested a provisional quantity, and
- .2 use the provisional quantities (if any) suggested by TfNSW, and
- .3 only include items which form part of the Contracted Work described in the Tender Documents, and
- .4 be fully priced, and
- .5 when all the prices and items are extended, equal the lump sum component of the tender price.

If your Schedule of Prices includes an item which is not acceptable to TfNSW or is not part of the Contracted Work described in the Tender Documents, TfNSW may insist on the item being deleted. If that occurs, the Schedule of Prices will be adjusted by agreement between TfNSW and yourself to ensure that the total of the prices as extended of all remaining items continues to equal the lump sum component of the tender price.

4.4 Statutory declaration

The statutory declaration must be:

- .1 in the form set out in Annexure CT1, and
- .2 made by you or by a person who is in a position to know the facts attested to in the statutory declaration, and
- .3 signed by the declarant in the presence of a Justice of the Peace or a solicitor of the Supreme Court or another person authorised to administer an oath under the Oaths Act 1900 (NSW).

4.5 Compliance with Building Code & Australian Government Work Health and Safety Accreditation Scheme

4.5.1 Building Code

Where the Contract Schedule specifies that the '*Code for the Tendering and Performance of Building Work 2016*' (Building Code) issued under subsection 34(1) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) (BCIIP Act) applies because the Commonwealth funding (above the minimum thresholds specified in Schedule 1 of the Building Code) has been received for the Contracted Work or for the project which the Contracted Work forms part of:

- .1 The tenderer agrees that it must include in its tender:
 - a) a signed "Declaration of Compliance" in the form of Annexure CT4A to this Request for Tender;
 - b) the further information outlined in Attachment A to the Declaration of Compliance; and
 - c) a written confirmation as to whether on or after 2 December 2016, the tenderer or a Related Entity (as defined in subsection 3(2) of the Building Code) of the tenderer submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (as defined in subsection 3(4) of the Building Code) (regardless of whether or not that project was procured by TfNSW or whether or not the tenderer or the tenderer's Related Entity were successful); *[noting that **this written confirmation is required to be submitted by the tenderer even if the Contract Schedule states that the Building Code does not apply to the Contracted Work**]*

to demonstrate the tenderer's compliance with the Building Code.

- .2 To be eligible to tender for the Contracted Work the subject of this Request for Tender, tenderers must, on and from the date on which the tenderers submit their tenders in response to this Request for Tender, at all times meet the following eligibility requirements:
 - a) neither the tenderer nor any of the tenderer's Related Entities may be subject to an Exclusion Sanction (as defined in subsection 3(3) of the Building Code);
 - b) the tenderer and each of the tenderer's Related Entities must comply with the Building Code when performing:
 - (i) the Contracted Work the subject of this Request for Tender (if the tenderer is the successful tenderer); and
 - (ii) all other Building Work (including privately funded projects) on and from the date on which the tenderer submits their response to this Request for Tender (even if the tenderer is not the successful tenderer);

- c) the tenderer must be eligible to perform Commonwealth Funded Building Work (Building Work in items 1-8 of Schedule 1 of the Building Code);
 - d) subject to the exceptions set out in subsection 26(5) of the Building Code, the tenderer 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 (as defined in the BCIP Act), 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;
 - e) the tenderer must, if it is the successful tenderer, undertake to only use products in relation to the Contracted Work the subject of this Request for Tender 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
 - f) the tenderer must demonstrate a positive commitment to the provision of appropriate training and skill development for their workforce.
- .3 It is a precondition to TfNSW entering into a contract with the tenderer to perform the Contracted Work the subject of this Request for Tender that:
- a) the tenderer confirms whether, within the three years preceding the date of this Request for Tender, the tenderer has:
 - (i) 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
 - (ii) 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
 - (iii) owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor (as defined in the BCIP Act) or a Building Industry Participant (as defined in the BCIP Act); and
 - b) the tenderer must at no time be excluded from performing Building Work funded by a state or territory government (unless approval to engage the tenderer has been obtained from the Australian Building and Construction Commissioner

referred to in subsection 15(1) of the BCIIIP Act (ABC Commissioner)).

- .4 The tenderer is required to include in its tender the following information, which may be used by TfNSW in determining whether to award the Contracted Work the subject of this Request for Tender to the tenderer:
- a) the extent to which domestically sourced and manufactured building materials will be used to undertake the Building Work;
 - b) the tenderer's assessment of the whole-of-life costs of the project to which the Building Work relates;
 - c) the impact on jobs of the project to which the Building Work relates; and
 - d) whether the project to which the Building Work relates will contribute to skills growth.

4.5.2 Australian Government WHS Accreditation Scheme

Where the Contract Schedule specifies that the Australian Government Work Health and Safety Accreditation Scheme established by section 43 of the BCIIIP Act (the **Scheme**) applies because the Commonwealth funding (above the minimum thresholds specified in regulation 26(1)(c) and/or 26(1)(d) of the *Fair Work (Building Industry - Accreditation Scheme) Regulation 2016* (Cth)) has been received for the project which the Contracted Work forms part of :

- .1 Tenderers must, as part of their response, submit a signed "Confirmation of Accreditation Status" which is attached as Annexure CT4B to this Request for Tender; and
- .2 The successful tenderer must:
 - a) be accredited under the Scheme when entering into contracts for 'building work' (as defined in the BCIIIP Act) and maintain accreditation under the Scheme while the 'building work' (as defined in the BCIIIP Act) is being carried out; and
 - b) comply with all conditions of accreditation under the Scheme.

Where the tenderer satisfies one of the exemptions to the requirement to be accredited under the Scheme specified in regulation 26 of the *Fair Work (Building Industry – Accreditation Scheme) Regulation 2016* (Cth), the tenderer will not be required to be accredited for the purposes of this Request for Tender.

Tenderers' attention is drawn to section 26(1)(f) of the *Fair Work (Building Industry – Accreditation Scheme) Regulation 2016* (Cth), which outlines provisions applying to joint ventures that include accredited and unaccredited participants.

5. Lodging an alternative tender

5.1 You must also lodge conforming tender

You may lodge an alternative tender as long as you also lodge a conforming Tender.

A separate tender form must be submitted for each alternative tender with accompanying Pricing Schedule(s).

5.2 Details required for alternative tender

If you submit an alternative tender, you must:

- .1 show how it differs from the Tender Documents, and
- .2 show that the alternative tender satisfies the design and performance criteria on which the Tender Documents rely, and
- .3 detail and quantify the advantages which the alternative tender offers to TfNSW, and
- .4 identify the effects of the alternative tender on the tender price and timing of the Contracted Work, and
- .5 propose milestones for the submission of further drawings and specifications.

5.3 Consideration of alternative tender

TfNSW may consider your alternative tender even though your conforming Tender is not the lowest in price.

5.4 Conditions applicable to alternative tenders

TfNSW may impose conditions on the acceptance of an alternative tender in addition to the conditions set out in the Tender Documents. This does not limit the TfNSW's right to accept any tender conditionally.

6. Post-tender supporting information

6.1 Supporting information to be supplied on request

You must submit the following supporting information within 5 working days of a request by TfNSW:

- .1 Contract Disclosure and Related Body Corporate (*see clause 6.2*).
- .2 Chain of Responsibility details (*see clause 6.3*)
- .3 Aboriginal Participation in Construction details (*see clause 6.4*)
- .4 Workplace Relations Management Details (*see clause 6.5*)
- .5 Other Information (*see clause 6.6*).

6.2 Contract disclosure and related body corporate

TfNSW will disclose the contract information required by as per Division 5, Part 3 of the Government Information (Public Access) Act

2009. To allow TfNSW to comply you must submit particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of your company, or any other private sector entity in which you have an interest, that will be involved in carrying out any of your obligations under the contract or will receive a benefit under the contract.

6.3 Heavy Vehicle National Law - Chain of Responsibility

The Tenderer's attention is drawn to the chain of responsibility provisions of the Heavy Vehicle National Law. Under the Heavy Vehicle National Law, the successful Tenderer 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.

Where required in Annexure CT2, the chain of responsibility (CoR) details must include a CoR Management Plan.

6.4 Aboriginal Participation in Construction

The Tenderer's attention is drawn to the requirements of the NSW Government *Policy on Aboriginal Participation in Construction*.

The Policy is available at: <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-reform/construction/policy-framework-construction>.

Where the Policy applies as stated in the Contract Schedule, the Contractor will be required to comply with relevant Category requirements of the Policy. The Minimum Aboriginal Participation Spend (MAPS) on Aboriginal participation is as stated in the Contract Schedule.

TfNSW will determine the MAPS before the Contract is executed and the MAPS will be included in the executed Contract (or in issued Work Order, where relevant). The MAPS will remain fixed for the Contract or Work Order period as relevant, except where TfNSW and the Contractor agree to re-set it (e.g. where legitimate exclusions were overlooked at tender time).

Where stated in the Contract Schedule, the Contractor will be required to provide 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:

<https://www.procurepoint.nsw.gov.au/aboriginal-participation-construction-information-contractors>.

Aboriginal Participation in Construction details submitted by you must include:

- (a) an Aboriginal Participation Plan, which must comply with the Policy;
- (b) evidence of your ability to meet the obligations under the Policy on the Contract;
- (c) details of your Aboriginal participation in construction performance outcomes on other TfNSW or NSW Government contracts; ; and
- (d) an undertaking that, in the event that you become the Contractor, you are prepared to provide the Aboriginal Participation Reports, which must comply with the Policy;

and where required in Annexure CT2:

- (e) proposed exclusions for determining the MAPS.

6.5 Workplace Relations Management Details

Where required in Annexure CT2 of this Request for Tender, the workplace relations management details submitted by you must include:

- a) a Workplace Relations Management Plan (State) complying with the NSW Government Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (*see clause 1.2*).

6.6 Other information

You must submit other information as listed in Annexure CT2.

7. Tender pricing considerations

7.1 Commercial products nominated by TfNSW

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

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

7.2 Goods and services tax

Your individual tendered rates and prices must exclude Goods and Services Tax (GST) but a separate item for GST is to be included, if it is payable. Any GST Free or Input Taxed Supplies to be made under the Contract must be clearly and separately identified.

If you state your ABN in your tender, TfNSW will treat you as being registered for GST, unless you advise otherwise. If you will not be registered for GST when the Contract is entered into, you must say so in your tender.

If you wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation ('Voluntary Agreement'), you must say so in your tender and provide the information required for the approved form of a Voluntary Agreement as required by the *A New Tax System (Pay As You Go) Act 1999*.

7.3 Customs duty

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

If applicable, you must submit with the Tender Form a statement setting out the amount of customs duty included in the tender price in respect of material which will form part of the Contracted Work.

8 Assessment of tenders

8.1 Late tenders

TfNSW will not consider your tender if it is late unless you establish to the TfNSW's satisfaction that:

- .1 the cause of the lateness was beyond your control, and
- .2 consideration of the late tender could not possibly compromise the integrity of the tendering process.

8.2 Application of GST adjustment for non-GST taxpayers

If you are not registered for GST or you wish to enter into a Voluntary Agreement, your tender price will be increased by 10% for the purposes of tender assessment.

8.3 Best value for money assessment

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

- .1 The tender price and the integrity of its structure (after application of applicable Government Purchasing Policies).
- .2 Individual rates and prices and the integrity of their structure.
- .3 Your current financial position and commitments on other contracts.
- .4 Your Quality System documentation and experience and performance in the carrying out of Quality Assurance contracts. (QA contracts only).
- .5 Suitability of proposed personnel, plant, equipment and subcontractors.
- .6 Proposals (where requested in the Tender Documents) and previous performance concerning management of safety, chain of

responsibility provisions of the HVNL, workplace relations, environmental protection and community relations.

.7 Claims history.

.8 Record of compliance or otherwise with the NSW Code and the NSW Guidelines.

.9 Records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments.

.10 Other criteria listed in Annexure CT3.

9 General

9.1 Tender validity period

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

9.2 Acceptance of tender

TfNSW is not bound to accept the lowest or any tender.

A Tender is accepted only when notice in writing of acceptance is issued to you by TfNSW.

9.3 Information provided for convenience only

Information provided by TfNSW which does not form part of the Tender Documents is provided only for the convenience of Tenderers. That information will not form part of a contract awarded as a result of this tender process.

9.4 Information not exhaustive

Information provided by TfNSW which does not form part of the Tender Documents and which describes the site or conditions which may be encountered during the course of carrying out the Contracted Work is not to be taken as an exhaustive statement of conditions which may be encountered during the course of carrying out the Contracted Work.

9.5 Estimated quantities

The quantities shown in any Schedule of Estimated Quantities issued by TfNSW are estimated quantities only and are not guaranteed to be the actual or correct quantities of work to be carried out.

9.6 Subcontractors not approved

Acceptance of a Tender by TfNSW does not constitute an approval of a proposed subcontractor or subcontracted work under clause 6.4 of the Terms for Contracted Work.

Annexure CT1

Statutory declaration

I [insert name] of
..... [insert address] do
solemnly and sincerely declare and affirm, in respect of the tender for
..... ('Tender') or any
contract arising from the Tender, that:

1. I hold the position of and am duly authorised by
..... ('Tenderer') to make this declaration on its behalf.
2. * To the best of my knowledge, neither the Tenderer nor any of its employees or agents have entered into a contract, arrangement or understanding to pay moneys to a trade association, apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association.
- * The Tenderer has agreed to pay a special fee to a trade association of \$..... if it is successful in the Tender.
3. To the best of my knowledge, neither the Tenderer nor any of its employees or agents had knowledge of the price of another tenderer prior to submitting the Tender.
4. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has disclosed the Tenderer's tender price to a rival tenderer.
5. The Tenderer submitted the Tender in good faith and has not deliberately set its tender price above the level of rival tenderers.
6. As at the date of this declaration, the Tenderer intends to do the work the subject of the Tender.
7. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has entered into a contract, arrangement or understanding having the result that the Tenderer or another person will pay money to an unsuccessful tenderer if the Tenderer is successful in the Tender (other than for work or services done or materials supplied under a bona fide contract).
8. The Tenderer has allowed in its Tender for all workers who may be at any time employed on the work under the Contract to be paid, and promises to pay to all such workers in the event that the Tender is accepted, no less than the wages, allowances and other money payable to them pursuant to all relevant legislation, awards, determinations, judgments and agreements in respect of their employment on the work under the Contract.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at [city or town] on [date]
before me:

Justice of the Peace/Solicitor

Declarant

**Delete whichever is inapplicable*

Authorised Witness' Certificate
Section 34 (1) (c) of the Oaths Act 1900

I, _____
[being a Justice of the Peace* / Solicitor* / Notary Public* / Commissioner of Oaths*],

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person * **OR** I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering. *
2. I have known the person for at least 12 months * **OR** I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was: *

Signature of authorised witness

Date

* delete as applicable

Insert name of authorised witness

Describe identification document relied on

NOTE the following identification is acceptable

- a current driver photo licence
- a current NSW Photo Card or similar photo identification issued by another Australian jurisdiction
- a passport (in English or with an English translation) that has not expired more than 2 years ago
- a current national identity photo card in English or with an English translation
- a current Medicare card, pensioner concession card, Department of Veterans' Affairs entitlement card,
- a current credit card
- a statement of account from a bank, building society or credit union that is not more than 1 year old,
- an electoral enrolment card or other evidence of enrolment as an elector that is not more than 2 years old,
- a student identity card, or a certificate or statement of enrolment, from an educational institution that is not more than 2 years old.

Annexure CT2

Other information to be submitted

You must submit the following additional supporting information within 5 working days of a request by TfNSW:

Section 6.3 Heavy Vehicle National Law – Chain of Responsibility

6.3.1) For Project Contract:

A Preliminary CoR Management Plan addressing:

- CoR issues of the Tender Documents
- Initial project CoR risk assessment identifying project specific risks, relevant company policies and procedures relevant to identified risks and, where relevant, how the design process and project delivery approach will address chain of responsibility risks during construction.

Required / Not required /
Not applicable

*[delete whichever is
inapplicable]*

6.3.2) For Work-as-Ordered Contract or Term Services Contract:

A CoR Management Plan addressing the requirements (a), (b), (c), (e) and (f) specified in Annexure G2-C41/G1

Required / Not required /
Not applicable

*[delete whichever is
inapplicable]*

Section 6.4 Aboriginal Participation in Construction

6.4d) Aboriginal Participation

Proposed exclusions for determining the MAPS

Required / Not required /
Not applicable

*[delete whichever is
inapplicable]*

Section 6.5 Workplace Relations Management Details

a) **Workplace Relations Management Plan (State)** complying with the requirements of section 6.1 of the *NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction*

Required / Not required

Section 6.6 Other Information

Required / Not required

[insert details]

*[delete whichever is
inapplicable]*

Annexure CT3

Other assessment criteria

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

NOTE TO DOCUMENTER (delete this text box after customising the model RFT document):

If the NSW Government *Policy on Aboriginal Participation in Construction* applies to the project, insert here the following Evaluation Criterion:

“Demonstrated capacity to meet the obligations of the NSW Government *Policy on Aboriginal Participation in Construction*, May 2015, including evidence of previous performance”

Annexure CT4A

Declaration of Compliance with the Building Code

This Declaration of Compliance must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Declaration of Compliance is not completed may be regarded as non-conforming.

Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016

Tender: *[insert Tender reference]*

Tenderer: *[insert full legal name of the Tenderer, including ABN and ACN where applicable]*

Tenderer's authorised representative: *[insert full name and title of natural person completing this Declaration of Compliance on behalf of the Tenderer]*

1. In this Declaration of Compliance:

ABCC	means the body referred to in section 29 of the BCIP Act
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIP Act.
BCIP Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> (Cth).
Building Code	means the Building Code issued under subsection 34(1) of the BCIP Act, being the document titled ' <i>Code for the Tendering and Performance of Building Work 2016</i> ', which is available at www.legislation.gov.au .
Building Contractor	has the same meaning as in the BCIP Act.
Building Industry Participant	has the same meaning as in the BCIP Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
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.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Works	means the Commonwealth Funded Building Work that is the subject of this Request for Tender.

2. The Tenderer confirms that it has complied with the Building Code in preparing its tender.
3. Should it be the successful Tenderer, the Tenderer acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Tenderer, in relation to the Works.
4. The Tenderer undertakes to ensure that it and its subcontractors that it subcontracts any of the Works to, should it be the successful Tenderer, comply with the Building Code.
5. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIIP Act and the Building Code and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the BCIIIP Act, requests to interview any person under section 74 of the BCIIIP Act, requests to produce records or documents under sections 74 and 77 of the of the BCIIIP Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
6. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it will:
 - a. require each subcontractor to whom it proposes to subcontract any of the Works to confirm, prior to entering into the subcontract and every six months during the term of the relevant subcontract, that it has not, within the preceding three year period:
 - i. 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
 - ii. 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 owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor or Building Industry Participant;
 - b. not enter into a subcontract with a subcontractor who:
 - i. is subject to an Exclusion Sanction or is excluded from performing Building Work funded by a state or territory government (unless prior approval to engage that subcontractor is obtained from the ABC Commissioner); and
 - ii. in the three years prior to the date on which the Tenderer submits their response to this Request for Tender, has had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIIIP 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;

- c. only enter into a subcontract:
 - i. pursuant to which the subcontractor undertakes to:
 - A. comply with the Building Code in performing the Works; and
 - B. only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690);
 - ii. where the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code issued by the ABCC from time to time; and
 - iii. where the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code issued by the ABCC from time to time.

7. The Tenderer declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.

8. The Tenderer declares that:

- a. it is not subject to an Exclusion Sanction;
- b. it has not 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;
- c. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690), should it be the successful Tenderer.

Signed for the Tenderer by:

Date:

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:.....

**ATTACHMENT A – INFORMATION REGARDING
COMPLIANCE WITH THE CODE FOR THE TENDERING
AND PERFORMANCE OF BUILDING WORK 2016**

Tenderers must provide the following information as part of their Declaration of Compliance. This information can either be set out in this table or in an annexure to this Attachment and the Declaration of Compliance.

Item	Requirement	Compliance
1	Is the Tenderer excluded from performing Building Work funded by a state or territory government? If so, the Commonwealth reserves the right to exclude the Tenderer from further consideration.	Yes/No Details:
2	Does the Tenderer positively commit to the provision of appropriate training and skills development for their workforce, and, if so, what evidence can the Tenderer supply in relation to this (for example, evidence of its compliance with any state or territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)?	Yes/No Details:
3	How many current apprentice and trainee employees are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:
4	How many and what classes of persons that hold visas under the <i>Migration Act 1958</i> (Cth) are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:

Item	Requirement	Compliance
5	Has the Tenderer within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a Designated Building Law, work health and safety law (including, but not limited to, the <i>Work Health and Safety Act 2011</i> (NSW) and the Work Health and Safety Regulation 2017 (NSW)) or the <i>Migration Act 1958</i> (Cth)?	Yes / No Details:
6	Has the Tenderer or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments (including, but not limited to the <i>Building and Construction Industry Security of Payment Act 1999</i> (NSW)) that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?	Yes / No Details:
7	Has the Tenderer or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?	Yes / No Details:
8	To what extent does the Tenderer intend to use domestically sourced and manufactured building materials to undertake the Works?	Details:

Item	Requirement	Compliance
9	What is the Tenderer's assessment of the whole-of-life costs of the project to which the Works relate?	Details:
10	What does the Tenderer consider the impact on jobs will be of the project to which the Works relate?	Details:
11	Does the Tenderer consider that the project to which the Works relate will contribute to skills growth?	Yes/No

Annexure CT4B

Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme

This Confirmation of Accreditation Status must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Confirmation is not completed may be regarded as non-conforming.

Confirmation of Accreditation Status Under the Australian Government Work Health and Safety Accreditation Scheme

Tender: *[insert Tender reference]*

Tenderer: *[insert full legal name of the Tenderer, including ABN and ACN where applicable]*

Tenderer's authorised representative: *[insert full name and title of natural person completing this Confirmation on behalf of the Tenderer]*

Insert details of accreditation status under the Australian Government Work Health and Safety Accreditation Scheme (the **Scheme**), including the expiry date of accreditation, or provide evidence that accreditation is being sought under the Scheme.

Regulation 26(1)(f) of the *Fair Work (Building Industry – Accreditation Scheme) Regulation 2016* (Cth) outlines provisions applying to joint venture arrangements that include accredited and unaccredited members. Where the Tenderer is a joint venture that includes an unaccredited member, the joint venture must provide evidence that the project specific exemption has been obtained or is being sought under regulation 26(1)(f).

Signed for the Tenderer by:.....

Date:

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity
of:.....

Annexure CT5

Schedule of Compliance with NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement

This Schedule of Compliance must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Schedule is not completed may be regarded as non-conforming.

Refer to clause 1.2 of this Request for Tenders.

Schedule of Compliance with the NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement: Building and Construction

Tender: *[insert Tender reference]*

Tenderer: *[insert full legal name of the Tenderer, including ABN and ACN where applicable]*

Tenderer's authorised representative: *[insert full name and title of natural person completing this Compliance Schedule on behalf of the Tenderer]*

Primary acknowledgments and undertakings

1. By completing this Compliance Schedule and submitting a tender, the tenderer:
 - (a) acknowledges that the NSW 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**) apply to the project the subject of this Request for Tender;
 - (b) undertakes that it, and its related entities, comply with the NSW Code and NSW Guidelines on:
 - (i) the project the subject of this Request for Tender;
 - (ii) any privately and publicly funded building and construction work to which the NSW Guidelines apply, on and from the date of submitting this tender (if not already required to comply on such privately and publicly funded projects);
 - (c) confirms that it and its related entities have complied with:
 - (i) the NSW Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
 - (ii) all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments; and
 - (d) confirms that neither it, nor any of its related entities, are subject to a sanction or other circumstance that would preclude the tenderer from submitting a tender, or, if successful, being awarded a contract.

Sanctions for non-compliance

2. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
3. The tenderer acknowledges that where it, or a related entity, fails to comply with the NSW Code or NSW Guidelines, a sanction may be imposed on the tenderer or its related entity or both. The sanctions that can be imposed include, but are not limited to, one or more of the following:
 - (a) a formal warning that a further breach will lead to severe sanctions;
 - (b) referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;
 - (c) reduction in tendering opportunities at either agency or government-wide level, for example, by exclusion of the breaching party from tendering for government work above a certain value, or for a specified period;
 - (d) reporting the breach to an appropriate statutory body; and
 - (e) publicising the breach and identity of the party.

Disclosure of information

4. The tenderer agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code and the NSW Guidelines, including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on a tenderer or its related entities.
5. The tenderer confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant it proposes to use on the project, or that it will use if successful in the tender, to the disclosure of information concerning the subcontractor's and consultant's compliance with the NSW Code and the NSW Guidelines, including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.
6. The consent (or reaffirmation of consent) by the tenderer, its related entities and any proposed or subsequent subcontractors is given to the State of New South Wales, its agencies (including TfNSW), Ministers and the CCU (and its authorised personnel) for purposes including:
 - (a) the exercise of their statutory or portfolio responsibilities;
 - (b) investigating and checking claims and assertions made by the tenderer in any documents provided as part of its tender (including, but not limited to, any Workplace Relations Management Plan (State) or Work Health and Safety Management Plan);
 - (c) monitoring, investigating and enforcing the NSW Code and NSW Guidelines; and
 - (d) ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.

7. The tenderer acknowledges that this consent is not limited to this tender, or this project, as parties are expected to comply with the NSW Code and NSW Guidelines on future projects to which they apply.

Positive obligations

8. Without limiting the obligations and requirements in the NSW Guidelines, the tenderer acknowledges and undertakes to comply with its positive obligations under the NSW Code and NSW Guidelines, including to:
 - (a) comply with any Workplace Relations Management Plan (State) and Work Health and Safety Management Plan;
 - (b) allow NSW Government authorised personnel to:
 - (i) access the project site and other premises;
 - (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;as is necessary to demonstrate compliance with the NSW Code and NSW Guidelines;
 - (c) notify the CCU (or nominee) and TfNSW of any alleged breaches of the NSW Code and NSW Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
 - (d) (for principal contractors only) report any grievance or dispute relating to workplace relations or work, health and safety matters that may impact on project costs, related contracts or timelines to the CCU (or nominee) and TfNSW within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;
 - (e) report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the CCU (or nominee) and TfNSW within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
 - (f) take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the project or other related contracts on time and within budget; and
 - (g) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on or affecting the project, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the NSW Guidelines, namely supporting outcomes of compliance with the law, productivity in delivering the project on time and within budget, maintaining a high standard of safety and protecting freedom of association.
9. Without limiting the obligations and requirements of the NSW Code and NSW Guidelines, the tenderer acknowledges its obligation to ensure, through

contract, that subcontractors and consultants similarly do, or allow for, each of these applicable positive obligations.

Privately funded work

10. The tenderer acknowledges and agrees that in respect of its privately funded building and construction work (to which the NSW Guidelines apply) it, and its related entities, will:

- (a) comply with the NSW Code and NSW Guidelines;
- (b) maintain adequate records of compliance with the NSW Code and NSW Guidelines (including by contractors);
- (c) allow NSW Government authorised personnel to:
 - (i) access the sites and premises;
 - (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;

as is necessary to demonstrate compliance with the NSW Code and NSW Guidelines; and

(d) ensure contractors and consultants similarly do, or allow, for each of these obligations.

Declaration by tenderer and authorised representative

11. By signing this declaration on behalf of the tenderer, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

Signed for the Tenderer by:.....

Date:.....

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:.....

Annexure CT6

Conforming tender checklist

To ensure your Tender is conforming, you must:

- Complete the Schedule to the Tender Form (Tender Form Schedule).
- Attach the Tender Form Schedule to the Tender Form.
- Sign the Tender Form Schedule in the place provided (or make sure it is signed by a person with authority to sign on your behalf).
- Initial all pages of the Tender Form.
- Complete all Pricing Schedules.
- Initial all pages of the Pricing Schedule(s).
- Prepare and sign a hard copy of the Schedule of Compliance with the NSW Government's Code of Practice for Procurement and Implementation Guidelines (*see clause 1.2*)
- Prepare and make the Statutory Declaration (*see clause 4.4*)
- Prepare and sign a hard copy of the Declaration of Compliance with the Building Code, if applicable (*see clause 4.5.1*)
- Where Declaration of Compliance with the Building Code is required, prepare and include the further information outlined in Attachment A to the Declaration of Compliance (*see clause 4.5.1*)
- Prepare and sign a Statement as to whether on or after 2 December 2016, the Tenderer or a Related Entity of the Tenderer submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was procured by TfNSW or whether or not the Tenderer or the Tenderer's Related Entity were successful) (*see clause 4.5.1*) [note that this **Statement is required even if the Contract Schedule states that the Building Code does not apply to the Contracted Work**]

- Prepare and sign Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme, if applicable (*see clause 4.5.2*)
- Include advice as to your GST-status if you are not registered for GST or you wish to enter into a Voluntary Agreement for withholding Pay As You Go Taxation (*see clause 7.2*)
- Prepare Customs Duty statement if applicable (*see clause 7.3*)
- Lodge all the documents described above by the closing date, time and method as per clause 1.3