ATTACHMENT A - DECLARATION BY TENDERER

## Offer

The tenderer offers to provide the Services at the price proposed in its tender and on the terms and conditions set out in the RFT and in the Draft Contract save only for the matters detailed in its Statement of Compliance.

The tenderer undertakes not to withdraw, vary or otherwise compromise its offer for a period of three months from the closing date set out in the RFT.

## Conflict of Interest

The tenderer represents that, having made all reasonable enquiries, it either:

* does not have any known actual or potential conflicts of interest in respect of the RFT, its tender or the provision of the Services or
* has in this Declaration declared all such actual or potential conflicts to the High Court.

The tenderer represents that, having made all reasonable enquiries, the following represents its only known actual or potential conflicts of interest in respect of the RFT, its tender or the provision of the Services:

* *List*

The tenderer undertakes to advise the High Court in writing of all actual or potential conflicts of interest in respect of the RFT, its tender or the provision of the Services immediately upon becoming aware of the same.

## Improper Assistance

The tenderer represents that:

* this tender has been compiled without the improper assistance of any High Court employee and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the High Court and
* it has not contravened paragraph 23 of the RFT.

## Further Representations and Acknowledgements

The tenderer makes the following further representations to the High Court:

* it has examined the RFT, the Draft Contract, all documents referred to in the RFT and all other information made available to it and all applicable legislation and policies
* it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its tender
* it has satisfied itself as to the correctness and sufficiency of its tender
* it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the High Court, except as expressly provided in the RFT or in notices received by it
* it has accepted and has fully complied with the provisions of the RFT including the terms and conditions in the RFT and it has accepted and will execute the Draft Contract, in each case save only for the matters detailed in Attachment D and
* its tender is fully compliant with the requirements of the RFT, the documents attached to or comprised in the RFT and all documents to which it refers save only for the matters detailed in Attachment D.

The tenderer acknowledges that:

* the High Court may exercise any of its rights set out in the RFT, at any time
* the statements, opinions, projections, forecasts or other information contained in the RFT may change
* the RFT is a summary only of the High Court’s requirements and is not intended to be a comprehensive description of it
* neither the release of the RFT or any addendum nor the lodgement or acceptance of any tender nor any agreement made subsequent to the RFT will imply any representation from or on behalf of the High Court that any information contained in the RFT is or was complete, accurate or up to date at any point in time or that there has not been a material change since the date of the RFT or since the date as at which information is stated to be applicable
* except as required by law and only to the extent so required, neither the High Court, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the RFT and
* the tenderer has sought its own professional advice as appropriate and has not construed the RFT as investment, legal, tax or other advice.

## Confidentiality

The tenderer acknowledges that the High Court may disclose, and consents to the High Court disclosing, any information provided by the tenderer, whether confidential or not:

* to its advisers or employees solely in order to evaluate or otherwise assess the tender
* to its internal management personnel solely in order to evaluate or otherwise assess the tender
* by the High Court to the responsible Minister
* by the High Court, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia
* by the High Court within the High Court’s organisation, or with another agency, where this serves the legitimate interests of the Commonwealth
* where the information is authorised or required by law to be disclosed
* where the information is in the public domain otherwise than by a High Court disclosure and
* where the disclosure is required to meet the High Court’s reporting or accountability requirements, including, without limitation:
  + - under the Financial Management and Accountability Act 1997
    - to the Australian National Audit Office or any other auditor appointed by the High Court
    - in accordance with the provisions that require notification of High Court contracts in the Commonwealth Government Gazette
    - in accordance with the *Requirements for Departmental Annual Reports* (published by the Department of the Prime Minister and Cabinet) and
    - to the Commonwealth Ombudsman.

## Equal opportunity for women

The tenderer represents that it is not currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).

## Employee entitlements

The tenderer represents that, having made all reasonable enquiries, as at the date of this Declaration, there are currently no unsettled judicial decisions against the tenderer in respect of unpaid employee entitlements (not including decisions under appeal).

## Acknowledgement

The tenderer acknowledges that the High Court has received this tender in reliance on this Declaration. The tenderer acknowledges that the High Court may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the tenderer’s tender are misleading or deceptive.

**Dated:**

**Duly Authorised to Sign tenders for and on Behalf of** (state full name of tenderer)

|  |
| --- |
| **SIGNATURE OF REPRESENTATIVE** |
|  |

|  |
| --- |
| **NAME OF REPRESENTATIVE (In Block Letters)** |
|  |

|  |
| --- |
| **POSITION OF REPRESENTATIVE (In Block Letters)** |
|  |

|  |  |
| --- | --- |
| **SIGNATURE OF WITNESS** | **ADDRESS OF WITNESS** |
|  |  |

|  |  |
| --- | --- |
| **REFER ENQUIRIES TO:** (Name in Block Letters) | **TELEPHONE NO.** |
|  |  |

ATTACHMENT B - TENDERER DETAILS

|  |  |  |
| --- | --- | --- |
| Tenderer Name |  | |
| Registered Office |  | |
| Principal Place of Business |  | |
| Date and Place of Incorporation |  | |
| Trading and Business Names |  | |
| Registered Business Number |  | |
| Australian Business Number |  | |
| Registered for GST? | Yes | No |

## Contact Person

|  |  |
| --- | --- |
| Name: |  |
| Position |  |
| Address: |  |
| Phone Number: |  |
| Fax Number: |  |
| Email: |  |

ATTACHMENT C - PRICING SCHEDULE

Tenderers must provide pricing and technical information in the attached tender schedule from Steensen Varming, entitled “Pricing and Technical Schedules.”

ATTACHMENT D - STATEMENT OF COMPLIANCE

A response (in accordance with paragraph 4.4 of the RFT) should be provided in respect of each provision of the Draft Contract. If appropriate, compliance may be indicated against groups of provisions (eg “clauses 1 to 15 inclusive: 'Complies' ”).

In addition, tenderers should indicate any element of their tender or any part of the Draft Contract which they regard as confidential and provide reasons for requiring confidentiality.

|  |  |
| --- | --- |
| **Paragraph/Clause/Annex/ Attachment Number** | **Tenderer's Reasons** |
| *Draft Contract provisions* | |
|  |  |
| *Tender and/or Draft Contract confidentiality requirements* | |
|  |  |

ATTACHMENT E - EVALUATION CRITERIA RESPONSE SCHEDULES

Schedule 1 Task appreciation

Schedule 2 Demonstrated experience of specified personnel and sub-contractors

Schedule 3 Past Performance

Schedule 4 Ability to manage the project

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SCHEDULE 1 - Task Appreciation

Tenderers should demonstrate that they have the understanding and capability to deliver the Services.

General requirements

Tenderers should demonstrate their appreciation of the:

* tasks required for the performance of the Services required under the Draft Contract; and
* risks associated with undertaking those tasks and how these could be managed.

SCHEDULE 2 - Demonstrated Experience of specified personnel and sub-contractors

General requirements

Tenderers should provide full details of the skills and qualifications of their proposed personnel (including all subcontractor personnel).

At a minimum, tenderers should provide the information requested below.

Specific requirements

Tenderers should supply detailed curricula vitae providing the following information for each of their proposed personnel (and backup personnel):

a. proposed role

b. previous experience

c. qualifications

d. years with the organisation

f. proposed percentage involvement in undertaking the Services required under the Draft Contract and

g. capacity and current workloads.

Provide details of names of any Sub-contractors and/or consultants to be engaged in the provision of the works and nature of work to be performed.

| **Name** | **Nature of Works** |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

SCHEDULE 3 - Past Performance

**General requirements**

Tenderers should provide full details of their relevant previous experience in similar projects.

At a minimum, tenderers should provide the information requested below.

**Specific requirements**

Tenderers should nominated at least three reference projects.

Tenderers should provide the following information in respect of each their nominated reference projects:

* + - * 1. an explanation of the relevance of those reference projects.
        2. a description of the services delivered by them on those reference projects and
        3. the following details of at least one contact person:

name

title and

telephone number.

SCHEDULE 4– Ability to manage the project

General requirements

Tenderers are required to submit a works program to provide sufficient detail to describe how the works will be implemented. The program should take into account Court sitting days and public opening hours.

Provide evidence of Quality Assurance Systems used.

Information about current contracts showing capacity to provide the Services