1. Tender Response Forms

Tenderers should ensure that their Tenders include, as a minimum, each of the Tender Response Forms attached to this Schedule 1.

Attachment 1 Tenderer’s Details

Attachment 2 Tenderer’s Deed

Attachment 3 Service Delivery and Task Appreciation

Attachment 4 Demonstrated Experience

Attachment 5 Management Capability and Key Personnel

Attachment 6 Client Focus

Attachment 7 Price Schedule

Attachment 8 Statement of Compliance with Draft Contract

# Attachment 1: Tenderer’s Details

Tenderers should provide full responses in completing the following information to enable the High Court to clearly identify the entity responding to the RFT.

|  |
| --- |
| Full name of Tenderer: |
| Trading or business name: |
| Tenderer’s Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details): |
| If a company |
| The registered office: |
| The principal place of business: |
| The date and place of incorporation and the Australian Company Number: |
| Individual shareholders holding 20 per cent or more of any issued share capital: |
| Any related companies within the meaning of section 50 of the Corporations Act 2001 (Cth): |
| If a trustee |
| Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed): |
| If a partnership |
| Provide details of the relevant partnership including a copy of the relevant partnership agreement: |
| Subcontractors |
| Please include a full explanation of any part of the Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor. |

# Attachment 2: Tenderer’s Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response (refer to paragraph 9.3 of this RFT). Amendments may only be made where necessary to complete the Deed.

## DEED POLL

Date: ^insert date^

By: ^insert full legal name of Tenderer^ (Tenderer)

## Context

Request for Tender in relation to ^details^ (RFT).

## Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the RFT.

## Compliance with RFT

The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.

The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.

## Offer

The Tender constitutes an offer (Offer) to provide the Services on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its Statement of Compliance with the Draft Contract submitted as part of its Tender, and accordingly is capable of immediate acceptance by the Commonwealth so as to form a binding contract.

The Offer remains open for acceptance by the Commonwealth for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.

If directed by the High Court, the Tenderer will execute a contract in the form set out in Schedule 2, subject to any amendments noted in the Tenderer’s Statement of Compliance with the Draft Contract, without entering into further negotiation.

To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Contract, the Commonwealth may complete the contract at its reasonable discretion, and the Tenderer shall execute the resultant contract.

## Confidentiality

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the High Court, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the High Court and which the High Court indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

## Ethical Dealing

The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former the High Court officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the High Court.

The Tenderer represents that it has not:

* + - * 1. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
        2. engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
        3. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the High Court, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
        4. otherwise acted in an unethical or improper manner or contrary to any law.

## Conflict of Interest

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:

* + ^insert list or, where no conflict exists, write ‘none’^

The Tenderer undertakes to advise the High Court in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services.

## Employee entitlements

The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

## Workplace Gender Equality Requirements

The tenderer understands that it is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Tenderer is covered by the WGE Act if it is a ‘relevant employer’, defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

**Note:** Tenderers must choose one of the following:

* + - * 1. The Tenderer confirms that it is a relevant employer. The Tenderer has attached a current letter of compliance as part of its Tender which indicates its compliance with the Workplace Gender Equality Act 2012.

OR

* + - * 1. The Tenderer confirms that it is a relevant employer. If selected as the preferred or successful Tenderer, the Tenderer will upon request from the the High Court provide a current letter of compliance prior to entering into any contract. The Tenderer acknowledges that failure to provide a current letter of compliance when requested will result in it losing its status as the preferred or successful Tenderer.
        2. The Tenderer confirms that is it not a relevant employer.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia

Dated this ^insert day^ day of ^insert month^ 201^year^

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED by ^insert name of Tenderer^ by its duly authorised representative:  ^Name of signatory^ | )  )  )  ) | Signature |
| In the presence of:  ^Name of witness^ |  | Signature of witness |

# Attachment 3: Service delivery and task appreciation

Tenderers should demonstrate that they understand the High Court’s needs and have the capacity to deliver the Services.

**General requirements**

Tenderers should demonstrate their appreciation of:

a. the tasks required for the performance of the Services required under the Draft Contract;

b. the risks associated with undertaking those tasks; and

c. a draft works program.

Tenderers should provide detailed strategies how they will:

a. the undertake tasks identified above including responding to urgent requests; and

b. deal with each of the risks that the contractor has identified.

The draft work program should provide an estimate including assumptions for each stage of the required Services.

# Attachment 4: Demonstrated Experience

**General requirements**

Tenderers should provide full details of their relevant previous experience in performing similar contracts. As a minimum, tenderers should provide the information requested below.

**Specific requirements**

Tenderers should nominate at least two reference sites.

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

a. an explanation of the relevance of those reference sites to the Services required under the Draft Contract;

b. a description of the services delivered by them at those reference sites; and

c. the following details of at least one contact person:

i. name;

ii. title; and

iii. telephone number.

# Attachment 5: Management Capability and Key Personnel

**General requirements**

Tenderers should provide details about their management capability. Tenderers should also provide information regarding any key personnel who would perform the Services, including the skills, experience and qualifications of those personnel.

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

**Specific requirements**

Tenderers should provide full details of:

a. their proposed internal management structures; and

b. all proposed backup personnel to cover for unforseen absences of proposed personnel (including all subcontractor personnel).

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

a. proposed role;

b. previous experience;

c. qualifications;

d. years with the organisation;

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

f. capacity and current workloads.

Tenderers should 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 |
|  |  |
|  |  |
|  |  |
|  |  |

# Attachment 6: Client Focus

**General requirements**

Tenderers should provide full details of how they propose to develop and maintain the required business relationship with the High Court and an understanding of the High Court's requirements.

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

**Specific requirements**

Tenderers should demonstrate their understanding of the culture and special requirements of the High Court.

Tenderers should provide full details of their proposed processes for the following:

a. engagement with the High Court as a client;

b. communications with the High Court;

c. dispute resolution and escalation;

d. management of contract variations; and

e. whether staff may be located at the High Court.

# Attachment 7: Price Schedule

**General requirements**

The Tenderer agrees to carry out the Services as described in the Draft Contract for the total sum set out hereunder:

|  |  |
| --- | --- |
| Stage 1 – Condition and Compliance Audit |  |
| Stage 2 – Fire Door, Sprinkler Heads and EWIS Speaker Location |  |
| Stage 3 – Maintenance Level Review |  |
| Stage 4 – Report Preparation and Presentation |  |
| Stage 5 – Detailed Documentation |  |
| Stage 6 – Construction and Commissioning |  |
| Total |  |

Where a tenderer is not able to provide a fixed amount for any line item, an estimate of time required and hourly rates should be separately provided.

# Attachment 8: Statement of Compliance with Draft Contract

Tenderers submit their Tenders on the basis that they comply with all requirements of the RFT. In the case of the Draft Contract, Tenderers’ compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each provision of the Draft Contract including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by the High Court during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms “complies”, “does not comply”, “partially complies” and “not applicable”. These terms have the following meanings:

|  |  |
| --- | --- |
| complies | means that the Tenderer will comply without amendment |
| does not comply | means that the Tenderer will not comply without amendment |
| partially complies | means that the Tenderer will comply partially and that some amendment is required |
| not applicable | means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees). |

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example ‘Paragraphs 3.1 to 3.15 – Does Not Comply’, or ‘Schedule 1 - Complies’.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

1. specific reasons for the partial or non-compliance; and
2. specific language of any proposed amendments, including any deletions or additional provisions.

In accordance with paragraph 5.2.3, Tenders should also include in their compliance statement any request that information be treated as confidential following the award of a contract to it.

The following format should be used in completing the compliance statement:

## Compliance with Draft Contract

|  |  |  |
| --- | --- | --- |
| Paragraph/schedule/attachment | Nature of compliance | Proposed wording of any amendment to the provision |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Request to keep Information Confidential

(a) Information contained in contract:

|  |  |  |
| --- | --- | --- |
| Item | Period of Confidentiality | Reason why it is necessary to keep information confidential |
|  |  |  |
|  |  |  |
|  |  |  |

1. Information obtained or generated in performing contract:

|  |  |  |
| --- | --- | --- |
| Item | Period of Confidentiality | Reason why it is necessary to keep information confidential |
|  |  |  |
|  |  |  |
|  |  |  |