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

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

|  |  |
| --- | --- |
| **Item** | **Total Cost $ (excl. GST)** |
| 1. Demolition and removal of equipment from site |  |
| 1. Asbestos removal |  |
| 1. Supply, installation, testing, commissioning and warranty of the following items: |  |
| 1. 3-off new stair pressurisation fans |  |
| 1. Ductwork |  |
| 1. Fire rating of stair 3 SPF ductwork (2 hour). This may be achieved via either vermiculite or gypsum spray coating or FyreWrap® lagging. |  |
| * Option A – Spray coating |  |
| * Option B – Proprietary wrap system (FyreWrap or equal) |  |
| 1. Variable speed drives |  |
| 1. New switchgear, control devices and wiring. |  |
| 1. Building works |  |
| 1. Craneage / scaffolding |  |
| 1. Modifications to the existing FIP / FFCP |  |
| 1. Labelling to all new equipment including controllers and field items. |  |
| 1. Preliminary testing. |  |
| 1. Post-construction testing and commissioning. |  |
| 1. Hand over documentation, as-installed drawings, Operation and Maintenance Manuals. |  |
| 1. Demonstrating that the systems and controls are in operation. |  |
| 1. 12 months defects liability period |  |
| 1. Other |  |
| **Sub Total** | $ |
| GST Component | $ |
| **Total** | $ |

**Schedule of Rates**

All rates shall be inclusive of costs for management coordination, administration, supervision, overheads and preparation of workshop drawings, profits, insurances, taxes, customs duty, escalation of prices and wages to contract completion, safety measures and costs complying with all obligations under the contract.

All rates including installation shall be inclusive of all costs for materials, equipment, plant labour, supervision, procurement, transportation, handling (on and off site), delivery, set out, storage, wastage, environmental controls, safety, cleaning, protection (including removal), complying with the specification and testing as necessary, commissioning testing, and certification.

All rates including labour shall be inclusive of the costs of supervision and associated costs, wages paid, all award payments, industrial agreement payments and the like.

All rates including plant or equipment shall be inclusive of the costs of depreciation, fuel, electricity, consumables, registration, transportation, and delivery to and removal from site.

Any details of equipment or services not mentioned in this schedule should be mentioned with rates.

## Labour Rates (exc. GST)

|  |  |  |
| --- | --- | --- |
| **Item or Description** | **Business hours** | **After-hours** |
| Junior Technician/assistant | $/h | $/h |
| Senior Technician | $/h | $/h |
| Site Supervisor | $/h | $/h |
| Project Manager | $/h | $/h |
| Licensed Electrician | $/h | $/h |
| Commissioning Technician | $/h | $/h |
| Service Technician | $/h | $/h |
| Asbestos removalist | $/h | $/h |

## Rates

|  |  |
| --- | --- |
| **Item or Description** | **Total cost $  (exc GST)** |
| MIMS cabling: | $/m |

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 Ability to manage the project

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SCHEDULE 1 - Task Appreciation

Tenderers should demonstrate that they have the capacity 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.

Specific requirements

Tenderers should provide technical details for proposed equipment

## Stair pressurisation fans

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Identification | **SPF-1** | **SPF-2** | **SPF-3** |
|  | Make: |  |  |  |
|  | Model: |  |  |  |
|  | Airflow |  |  |  |
|  | Pressure |  |  |  |
|  | Motor kW |  |  |  |

## Variable speed drives

|  |  |  |
| --- | --- | --- |
|  | Make: |  |
|  | Model: |  |

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.

|  |  |  |
| --- | --- | --- |
|  | Ductwork Fabrication |  |
|  | Ductwork Erection |  |
|  | Mechanical/Electrical |  |
|  | Fire modifications work |  |
|  | Testing and Commissioning |  |
|  | Builders Work |  |
|  | Asbestos removal |  |
|  | Scaffolding / Craneage |  |
|  | Other |  |

SCHEDULE 3 – 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

Provide evidence of Quality Assurance Systems used.

Information about current contracts showing capacity to provide the Services