REQUEST FOR TENDER NO. 58318-RFT-001

ACT Government

CONSTRUCTION RELATED CONSULTANCY SERVICES FOR

DESIGN CONSULTANT ON BEHALF OF INFRASTRUCTURE CANBERRA

Tenders ACT will direct all enquiries to the contact officer for this procurement.

ISSUE DATE: 28/04/2026

CLOSING DATE: 9/06/2026

CLOSING TIME: 2:00PM CANBERRA TIME

IMPORTANT NOTICE:

TENDERS MUST BE LODGED ELECTRONICALLY THROUGH TENDERS ACT

All enquiries should be directed to Tenders ACT at TendersACT@act.gov.au

We wish to acknowledge the Ngunnawal people as traditional custodians of the land we are meeting on and recognise any other people or families with connection to the lands of the ACT and region. We wish to acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region.

Contents

1.0 INFORMATION FOR TENDERERS 1

1.1 Standard Conditions of Tender 1

1.2 Interpretation 1

2.0 PROJECT 1

2.1 Background 1

2.2 Statement of Requirements 1

3.0 ASSESSMENT CRITERIA 1

3.1 Evaluation Methodology 1

3.2 Threshold Assessment Criteria 1

3.3 Weighted Assessment Criteria 2

3.4 Non-Weighted Assessment Criteria 3

3.5 Value for Money Assessment 4

3.6 Assessment Timetable 4

4.0 CONTRACT REQUIREMENTS 4

4.1 Form of Contract 4

4.2 Insurances 5

5.0 ADDITIONAL CONDITIONS OF TENDER 5

5.1 Pricing 5

5.2 Site Inspection or Industry Briefing 5

5.3 Information Session 5

5.4 Qualifications, Training and Knowledge 5

5.5 Work Health and Safety Act 2011 5

5.6 Local Industry Participation 5

5.7 Secure Local Jobs Code 5

5.8 Secure Local Jobs Code Certification 6

5.9 Commitment to Culture in Construction 6

5.10 Contract and Managing Payments System (CAMPS) 6

5.11 Subcontractors not approved 7

5.12 Financial information 7

5.13 Security of documents 7

5.14 Prequalification 7

5.15 Principal's Authorised Person 7

5.16 Amendments to the Standard Conditions 7

6.0 TENDERER DECLARATION 7
7.0 CONFIDENTIAL TEXT 8
8.0 LODGEMENT OF TENDERS 8
8.1 Method of Lodgement 8
8.2 Lodgement Checklist 9
ATTACHMENT 1 – STATEMENT OF REQUIREMENTS 10
ATTACHMENT 2 – PRICING SCHEDULE 11
ATTACHMENT 3 – TENDERER DECLARATION 13
ATTACHMENT 4 – CONFIDENTIAL TEXT 15
ATTACHMENT 5 – CONFIDENTIALITY DEED 17
ATTACHMENT 6 – ETHICAL SUPPLIERS DECLARATION – TENDER 18
ATTACHMENT 7 – SCHEDULE OF CONTRACTUAL AUTHORITIES 24
ATTACHMENT 8 – SPECIAL CONDITIONS 25

1.0 INFORMATION FOR TENDERERS

1.1 Standard Conditions of Tender

Tenderers must read this Request for Tender (RFT) in conjunction with the Standard Conditions of Tender Construction which Tenderers can download from the website *Infrastructure Canberra > Supplying to Government > Construction related documents and supporting information*.

To the extent of inconsistency between this RFT and the Standard Conditions of Tender, this RFT prevails.

1.2 Interpretation

In addition to any definitions in the Standard Conditions of Tender, the following definitions apply in this RFT, unless the context otherwise requires:

Not applicable.

Returnable schedules and attachments to this RFT form part of the RFT.

In addition to any definitions set out in the Standard Conditions some terms are defined in this RFT by including the defined term in brackets and bolded following the definition.

2.0 PROJECT

2.1 Background

Planning for the NHP highlighted the need to relocate existing services located on the northern portion of the North Canberra Hospital site, including Arcadia House. Arcadia House services are provided by Directions Health Services and includes residential and day programs for people seeking to abstain from alcohol, tobacco and other drugs.

2.2 Statement of Requirements

See Attachment 1 – Statement of Requirements

3.0 ASSESSMENT CRITERIA

3.1 Evaluation Methodology

In evaluating Tenders, the Territory has as its objective the attainment of best value for money and not necessarily the lowest tendered price.

Apart from the conformity with the requirements of this RFT, the Territory will evaluate Tenders in accordance with the criteria outlined below.

3.2 Threshold Assessment Criteria

THRESHOLD CRITERIA		COMPLIES YES/NO
TC1	**Prequalification** The Tenderer must be prequalified with the ACT to CA (Architectural Services) on the close of the tender date. It is not necessary to supply a copy of the Certificate; the Territory will verify prequalification status when assessing this Response.	
TC2	**Industrial Relations and Regional Contribution**	

THRESHOLD CRITERIA	COMPLIES YES/NO
Ethical Suppliers Declaration - Tender Tenderers are to complete and submit an Ethical Suppliers Declaration – Tender. The contents of the Declaration and, without limitation to any other part of the Response, any other information made available to the Territory referable to the work health and safety and employment and industrial relations performance and record of the Tenderer and any Associated Entity of the Tenderer (as defined in the Declaration) may be considered by the Territory as part of its assessment of Tenders.	

Tenderers that do not meet the above Threshold Assessment Criteria may be regarded as non-conforming and may not be considered for further assessment against remaining Assessment Criteria.

Notwithstanding any other term of this RFT or Standard Conditions, the Territory may make enquiries of referees and take them into consideration as part of the assessment.

3.3 Weighted Assessment Criteria

The Territory will assess Tenders against the following Weighted Assessment Criteria.

At the conclusion of the assessment of the Weighted Assessment Criteria Tenders will be assigned a numerical score for each Weighted Assessment Criteria.

	WEIGHTED ASSESSMENT CRITERIA	WEIGHTING (%)
WC1	**Relevant experience, skills and past performance of the Head consultant, and proposed sub-consultants, on similar projects completed in the last five years.** Provide and describe past performance on completed similar projects in the past 5 years including: a. Project scope, value, date and duration; b. Relevance of the nominated projects to the proposed project; c. Role of nominated personnel on the project(s) referenced in the response to sub criterion (a). d. Innovations and enhancements to a nominated project(s) that provided an improved project outcome; e. Contact details of referees (provide at least two referees) *Note: The Evaluation Team may also use records of performance, claims, and compliance with Codes provided by other ACT Government Directorates or Consultants engaged by the ACT Government to determine the Tenderers past performance on similar types of projects.*	30
WC2	**Technical, Managerial Skills and Resources to complete the project** Provide and describe the following: a. Nominated personnel including sub consultants. Provide CVs of key personnel nominated for this project, including backup personnel; b. Organisational structure of the project team identifying their roles and responsibilities;	30

WEIGHTED ASSESSMENT CRITERIA		WEIGHTING (%)
	c. Professional/technical capability of key personnel to meet the requirements of this project including details of relevant qualifications and experience; d. Statement on the availability, percentage of time to be allocated on this project and details of other commitments of all key personnel. It should also include specification of the time the key personnel will spend on each phase of the project; e. Response as to how the Tenderer will meet the program for the delivery of the project.	
WC3	**Appreciation and understanding of the project requirements and tasks including:** a. Tenderers understanding of the key goals and objectives and how they can be best achieved within the parameters of the ATM; b. Key project tasks and methodology for achieving them; c. Key project risks and proposed methodology to manage these risks; d. Demonstrated understanding of the importance of work health and safety, including Safety in Design and how this will be achieved; and e. Demonstrated understanding of the delivery methodology proposed for the construction phase of the project; and f. Outline the key risks to achieving project milestones and completion dates.	30
WC4	**Local Industry Participation** The Territory will assess the extent to which the Tenderer has demonstrated that it will ensure capable local businesses are given full, fair and reasonable opportunity to participate in the provision of the Services during the term of the proposed contract. Tenderers must complete and submit an Economic Contribution Test (ECT) by completing the form available at https://www.procurement.act.gov.au/canberra-region-lipp	10

3.4 Non-Weighted Assessment Criteria

The Territory will take into account in its assessment the following non-Weighted Assessment Criteria

NON-WEIGHTED EVALUATION CRITERIA		SCORE
NWC1	**Financial** Provide the following: a. The completed Pricing Schedule/Response Schedule with the Tenderer's financial offer; b. The fee proposal is to be a fixed lump sum itemised to include the Head consultant and nominated sub consultants for each phase of the project;	

NON-WEIGHTED EVALUATION CRITERIA	SCORE

c. The fee proposal is to include all costs, disbursements, travel and attendance at meetings. Fixed time, provisional sums and allowances are not permitted;
d. Hourly rates for all nominated team members including sub consultants.
e. The fee proposal is to be inclusive of GST; and

Note: Analysis of the financial offer, including rates in the Pricing Schedule may be undertaken by the Evaluation Team to assist in determining the preferred Tenderer. This may include a sensitivity analysis of costs involving the extension of provisional quantities and/or foreseeable variations.

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3.5 Value for Money Assessment

Following the evaluation of Tenders against the Assessment Criteria and prior to selecting a preferred Tenderer, the Territory will undertake a value for money assessment to identify the best available outcome for the procurement that maximises the overall benefit to the Territory. This assessment will consider:

- the results of the evaluation against the Assessment Criteria;
- the use of public resources in an efficient and effective manner;
- the management of risks; and
- any other matter set out in, or relevant to, the Government Procurement Act 2001 (ACT).

3.6 Assessment Timetable

The proposed timetable for the procurement process relating to this RFT is:

Activity	Proposed Date
Procurement Unique Identifier [PUI]	PIMA0012793
RFT advertised	28/04/2026
RFT closes	09/06/2026
Contract awarded	June 2026
Debrief unsuccessful Tenderers	June 2026

4.0 CONTRACT REQUIREMENTS

4.1 Form of Contract

The form of contract expected to be used for the Services required by this RFT is the Territory's *Construction Related Consultancy Agreement* which can be downloaded from the website *Infrastructure Canberra > Supplying to Government > Construction related documents and supporting information*. The Territory reserves the right in its total discretion to alter provisions of the contract and the form of contract if an alternative is determined to be more appropriate.

The contract is expected to be for an initial period of one year, with provision for up to one extension totalling two years. The maximum period of the contract will be two years.

4.2 Insurances

Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g., workers' compensation) or under contract with the Territory, the successful Tenderer will be required to take out and maintain:

- public liability insurance with coverage in the amount of no less than $20,000,000 in respect of each occurrence; and
- professional indemnity insurance with coverage in the amount of $5,000,000 in the annual aggregate.

5.0 ADDITIONAL CONDITIONS OF TENDER

Not Used

5.1 Pricing

- Tenderers must complete Attachment 2 – Pricing Schedule.
- Tendered pricing must be submitted in a single file separate from any non-price information including the Threshold Criteria, the Weighted Criteria, and any executive summaries.

5.2 Site Inspection or Industry Briefing

Not Used

5.3 Information Session

Not Used.

5.4 Qualifications, Training and Knowledge

The preferred Tenderer will be required to ensure that all employees are adequately trained and qualified to ensure that all Services are delivered in accordance with the requirements of the contract, and any relevant legislation and Australian Standard.

5.5 Work Health and Safety Act 2011

The preferred Tenderer will be required to ensure that its business and all employees operate, in the provision of the Services, in accordance with the *Work Health and Safety Act 2011.*

5.6 Local Industry Participation

The ACT Government is committed to ensuring competitive local businesses are given every opportunity to compete for government contracts. The Canberra Region Local Industry Participation Policy (LIPP) sets out the process and requirements for ensuring opportunities for local industry participation in Territory procurements. The LIPP aims to promote the development and growth of the broader Canberra region economy to support local businesses capabilities and ultimately support more local jobs. Tenderers should inform themselves about the requirements of the *Canberra Region – Local Industry Participation Policy* which can be viewed on the Procurement ACT website.

If a Local Industry Participation plan (LIP) is submitted as part of the tender response, the plan will form part of the contract. The Tenderer may consider whether any part of the plan should be specified as Confidential Text.

Refer to the relevant Weighted Assessment Criterion, above.

5.7 Secure Local Jobs Code

Secure Local Jobs strengthens the ACT Government's procurement practices so its contracts are only awarded to businesses that meet high ethical and labour standards. The requirements create fairer procurement processes for ethical employers whilst holding to account business not meeting their industrial and legal obligations. Tenderers should inform themselves about the requirements of Secure

Local Jobs, including the procurements to which it applies, by reviewing the policy which can be accessed on the Procurement ACT website.

5.8 Secure Local Jobs Code Certification

If this RFT requires the Tenderer to hold a Secure Local Jobs Code Certificate it must:

- maintain currency of a Secure Local Jobs Code Certificate at all times during the Tender validity period, and the Territory may not consider (or not continue to consider) a Tender further if the Tenderer fails to maintain a current Secure Local Jobs Code Certificate and
- hold a Secure Local Jobs Code Certificate as a precondition to entering into contract with the Territory.

To the extent any subcontractor/subconsultant is to be engaged to perform Territory-Funded Work the Tenderer must ensure it holds a Secure Local Jobs Code Certificate prior to entering a subcontract for that work.

5.9 Commitment to Culture in Construction

The ACT Government is committed to fostering a positive, respectful, and inclusive culture across the construction industry, as outlined in the *Culture in Construction Standard*. This commitment underpins our approach to construction-related procurement, project delivery, and industry engagement. It is consistent with the Diversity, Equality and Inclusion and the Fair and Safe Conditions for Workers procurement values in the Government Procurement (Charter of Procurement Values) Direction 2020.

Suppliers are encouraged to demonstrate alignment with the three pillars of the *Culture in Construction Standard* – Inclusion & Diversity, Wellbeing and Time for Life- throughout their response. This may include, but is not limited to, demonstrating:

- the promotion of respectful and inclusive workplace practices;
- supporting mental health and wellbeing of its workforce;
- implementing initiatives that support workforce diversity and safety and female representation across critical workforce segments; and
- in the project methodology and schedule policies and practices that support, promote and implement flexibility for all workers.

These details can be outlined in Supplier's direct response to the statement of requirements and in the relevant areas of the Labour Relations Training and Workplace Equity Plan and WHS Weighted Evaluation Criterion.

Suppliers can refer to the Culture in Construction Guidance for Suppliers on the *Infrastructure Canberra (iCBR)* website for guidance on how compliance with the *Culture in Construction Standard* can be articulated in their response. The *Culture in Construction Standard* also provides examples of actions suppliers may take to support implementation of the Standard in their business and on projects.

The ACT Government values Suppliers who actively contribute to a constructive construction industry culture and will consider this as part of the relevant weighted or un-weighted criteria and the overall value assessment of tender responses.

5.10 Contract and Managing Payments System (CAMPS)

The successful Tenderer(s) will be required to utilise the Government's Contract and Managing Payments System (CAMPS). CAMPS will facilitate the transmission of commercial information through an internet interface, including management invoicing and supporting documentation. The interface does not require the installation of software or electronic integration. The Tenderer(s) will be fully supported in transitioning to CAMPS and will also have access to a helpline and user support through

the life of the Contract(s). For further information, visit the website *Infrastructure Canberra > Supplying to Government > CAMPS SRM.*

5.11 Subcontractors not approved

Acceptance of a Tender by the Territory does not constitute an approval of a proposed subcontractor or subcontracted work.

5.12 Financial information

The Territory may at its discretion require the preferred Tenderer (or any subsequent preferred Tenderer) to submit additional information for the purpose of the Territory (or the Territory's engaged consultant) assessing the preferred Tenderer's financial capacity and viability to provide the Services.

5.13 Security of documents

Not Used.

5.14 Prequalification

Tenderers must maintain their prequalification to the required level at all times during the Tender validity period, and the Territory may at its discretion not consider (or not continue to consider) a Tender further if the Tenderer fails to maintain its prequalification to the required level.

The preferred Tenderer must be prequalified to the required level as a precondition to entering into contract with the Territory and shall maintain that prequalification for the duration of the contract.

5.15 Principal's Authorised Person

Not Used.

5.16 Amendments to the Standard Conditions

No legal obligations arise until the Territory has executed a contract with the preferred Tenderer.

Tenders must remain valid for 120 days.

The Territory will receive questions from Tenderers up to 72 hours prior to the close of Tenders.

The Territory will not accept Joint Bids.

6.0 TENDERER DECLARATION

Tenderers must complete and submit with their Tenders **Attachment 3 - Tenderer Declaration**.

The Tenderer must be a legal entity and:

- if the Tenderer is a company, provide the registered name of the corporation, address of its registered office, address of its principal place of business and its ACN
- if the Tenderer is a person, provide the name in full and address of the person and his or her ABN
- if the Tenderer is a partnership, provide the name in full and the address of each member of the partnership, the trading name of the partnership and its ABN

The ACN or ABN must accurately correlate with the legal entity as it is registered with the Australian Securities and Investments Commission and as registered on Tenders ACT.

Failure to submit the completed Tenderer Declaration or to supply required information (unless information is specified by a Tenderer to be 'Not Applicable') may render a Tender non-conforming.

7.0 CONFIDENTIAL TEXT

Tenderers are requested to submit with their Tender a form substantially in the form of **Attachment 4 – Confidential Text** if it wishes to specify any information it believes is confidential in accordance with and for the purposes specified in the Government Procurement Act 2011.

The Territory will be entitled to assume the Tenderer does not believe any information is confidential if the Tenderer does not submit a form substantially in the form of **Attachment 4– Confidential Text.**

All documents that form a notifiable contract (a contract over $25,000) will be published on the publicly available Notifiable Contracts Register, exclusive of any confidential text requested by the Tenderer at Attachment 4 and agreed by the Territory, or as nominated by the Territory(in accordance with the Government Procurement Act, Division 2.3)

8.0 LODGEMENT OF TENDERS

8.1 Method of Lodgement

Unless otherwise stated in the RFT Tenders must be lodged electronically via Tenders ACT. A Tender lodged by any other means including by hand, facsimile or email will be considered non-conforming.

Tenderers must register on Tenders ACT in order to lodge a Tender.

Tenders must be lodged by the closing time and date identified on the front cover of this RFT.

For open tenders, a late tender will not be considered for any reason unless the tender was submitted late due to an action or omission by the Territory.

Tendered files must be lodged, as applicable or as otherwise instructed, using only the following formats:

- PDF
- Microsoft Word
- Microsoft Excel
- AutoCAD (dwg)

Tenders ACT will accept up to a maximum of 15 files in any one upload. Each upload must not exceed the size limit of 100 MB per upload.

Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

All enquiries and requests for technical or operational support should be directed to:

Tenders ACT Team

Telephone: 02 6207 9000

International: +61 2 6207 9000

Email: tendersACT@act.gov.au

The Tenders ACT Team is available between 9 am and 5 pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

8.2 Lodgement Checklist

Below is a list of actions and/or information that Tenderers should review prior to submitting their Tender. This list may not be complete, and Tenderers should rely on their own inspection of the Standard Conditions and this RFT.

	Action/Information
☐	Tender submitted on time
☐	Tender files clearly titled with the RFT number, Tenderer's name, and file description
☐	Tenderer has read and understood the *Standard Conditions of Tender – Construction*
☐	Tenderer has read and understood the Additional Conditions of Tender (Refer Section 5)
☐	All Assessment Criteria addressed
☐	Completed (if required) Attachment 2 - Pricing Schedule
☐	Completed and signed Attachment 3 - Tenderer Declaration
☐	Completed Schedule Attachment 4 - Confidential Text (if the Tenderer wishes to specify any confidential text)
☐	Attachment 6 - Ethical Suppliers Declaration – Tender
☐	Economic Contribution Test or Local Industry Participation Plan (as applicable)
☐	Labour Relations, Training and Workplace Equity Plan (as applicable)
☐	Secure Local Jobs Code Certificate (as applicable)
☐	Required insurances

ATTACHMENT 1 – STATEMENT OF REQUIREMENTS

Statement of Requirements attached separately.

ATTACHMENT 2 – PRICING SCHEDULE

To assist the Territory in evaluating its Tender, the Tenderer is requested to provide the information described in this Schedule in a separate file.

Form of Tender

Tenderer to complete

	☐ I/ ☐ We Tender to perform the Services for the Contract Price:
	[Service 1]
	[$ including GST]

The lump sum Contract Price should include an adequate allowance for subconsultant services (if any) and for all profit, insurance costs, overheads, and disbursements (including all transport costs, travel costs, accommodation expenses and meal allowances) in relation to the Services. For the avoidance of doubt, the engagement will be on the basis of a lump sum Fee and the Consultant will not have any entitlement to any additional payment for such amounts.

Breakdown of Lump Sum Contract Price

The Tenderer should provide a breakdown of the Contract Price as follows. This breakdown is for tender evaluation purposes and will not limit or affect the scope of the Services or the Contract.

Role/item	Total amount
Stage 1 – Multicriteria Analysis (MCA)	$ [Insert] GST inclusive
Stage 2 – Masterplanning	$ [Insert] GST inclusive
Stage 3 – Concept Design	$ [Insert] GST inclusive
Stage 4 – Design Development	$ [Insert] GST inclusive
Stage 5 – Development Application and Approval	$ [Insert] GST inclusive
Stage 6 – Detailed Design	$ [Insert] GST inclusive
Insurances	$ [Insert] GST inclusive
[The list above is intended to be a starting point only – drafters must consider and amend the list as appropriate, having regard to the services and the project]	$ [Insert] GST inclusive
[Tenderer to Insert additional items]	$ [Insert] GST inclusive
Contract Price	$ [Insert] GST inclusive

Table of variation rates and prices

The Tenderer should provide a table of variation rates and prices as follows:

Role/Position/Item	Unit	Rate/Price
Project Lead	HOUR	$ [Insert] GST inclusive
Senior Project Officer/Manager	HOUR	$ [Insert] GST inclusive
Project Officer/Manager	HOUR	$ [Insert] GST inclusive
Programmer	HOUR	$ [Insert] GST inclusive
Urban Designer	HOUR	$ [Insert] GST inclusive
Architectural Designer	HOUR	$ [Insert] GST inclusive

Role/Position/Item	Unit	Rate/Price
Services Designer	HOUR	$ [Insert] GST inclusive
Quantity Surveyor/Cost Planner	HOUR	$ [Insert] GST inclusive
Business Case Developer	HOUR	$ [Insert] GST inclusive
[Tenderer to Insert additional roles involved in services]	HOUR	$ [Insert] GST inclusive
[Tenderer to Insert additional items]		$ [Insert] GST inclusive

Payment of the Contract Price

The Tenderer is requested to provide an anticipated monthly cash flow for payment of the Contract Price.

This cash flow is for evaluation purposes and will not limit or affect the scope of the Services or the Contract.

The Tenderer should clearly identify any additional proposed milestones for payment and the proposed amount of each instalment of the Contract Price payable following completion for each additional proposed milestone for payment. The Tenderer should note that any additional proposed milestones for payment should be significant milestones which represent the completion of discrete activities and should not comprise monthly milestones.

ATTACHMENT 3 – TENDERER DECLARATION

1. I, the undersigned, am authorised on behalf of the Tenderer to provide the information and make the declarations set out in this Tenderer Declaration.
2. ☐I/☐We tender to the Territory for the Design Consultant services on behalf of Infrastructure Canberra at the GST-inclusive prices specified in the Pricing Schedule.
3. ☐I/☐We have provided details of any information I/we wish to be treated as confidential in any resulting contract in accordance with the Standard Conditions of Tender.
4. ☐I/☐We undertake to provide evidence of insurance policies if requested by the Territory.
5. ☐I/☐We undertake to provide financial information if requested by the Territory.
6. ☐I/☐We authorise the Territory, in accordance with the Standard Conditions of Tender, to:
7. obtain from any Territory, State or Commonwealth government agency (including any regulatory or law enforcement body, including without limitation WorkSafe ACT) and take into account in the evaluation, information including information about the Tenderer's performance and/or compliance during any previous or current contracts for similar services as those sought in the RFT
8. obtain and take into account in its evaluation, information from referees on prior or current projects on which the Tenderer was involved (whether or not the referee was nominated by the Tenderer in its Tender)
9. provide this Tenderer Declaration to any Commonwealth, State or Territory government agency (including any regulatory or law enforcement body) as evidence of the Tenderer's consent to allow that agency to release the relevant information, if consent is required.
10. ☐I/☐We have sighted all addenda to this RFT and have taken them into account in the preparation of my/our Tender.
11. ☐I/☐We agree that the Tender is open for acceptance by the Territory for a period of 120 days or such other period as specified in this RFT.
12. ☐I/☐We warrant that in preparing the Tender I/we did not communicate or have any arrangement or arrive at any understanding with any of the other Tenderers to assist me/us or another tenderer prepare a tender, including that we did not engage in any discussion or correspondence concerning the prices included in our Tender, or engage in any collusive tendering with any of the other Tenderers, or any other conduct which in any way reduced or could have the effect of reducing the competitiveness of the tender process for the Services.
13. ☐I/☐We warrant that as at the closing date of Tenders, the Tenderer, its officers, employees, agents, subcontractors, consultants and advisers do not have any actual, potential or perceived conflicts of interest between the interests of the Territory and the Tenderer other than as specifically disclosed in the Tender and I/We undertake to immediately notify the Territory's Contact Officer through Tenders ACT of any actual, potential or perceived conflicts of interest that arise before the completion of this procurement process.

Full Name and / or Name of Company		AND	Trading Name (Business Name)	
ACN (Australian Companies Number)		OR	ABN (Australian Business Number)	
Business Address			Postal Address	
State	P/Code		State	P/Code
Telephone No	Mobile No		Facsimile No	Email Address
Name of ACT Professional Standards Scheme			Upper Limit of capped Professional Indemnity Liability Insurance	
Tenderer's Representative			(include telephone number)	
Position Held by Tenderer's Representative				
Signature of Director if corporation else Tenderer			Printed Name	
Date				
Signature of 2nd Director if corporation else Witness			Printed Name	

For statistical purposes only is your organisation a Small to Medium Enterprise? Yes / No

The definition of an SME is *a business with less than 200 employees by headcount, not full-time equivalent persons. The head count encompasses closely linked entities such as parent and subsidiary companies.*

ATTACHMENT 4 – CONFIDENTIAL TEXT

The Tenderer is requested to identify in the following format any information provided in the Tender in relation to which the Tenderer would, if that information were included in the Contract, request be confidential text for the purposes of the *Government Procurement Act 2001 (ACT).*

The text requested to be kept confidential is required to be identified in detail, including providing explicit reference details from the Tenderer's submission.

The Tenderer is to note all information that forms any contract, is subject to publication on the Notifiable Contracts Register (for procurements over $25,000) unless the information is requested to be kept confidential through the completion of a request substantially in this format and is approved by the Territory delegate. For clarity, this includes a LRTWE or LIP Plan where this forms part of the contract. (Other information may be nominated as confidential text by the Territory in accordance with the Government Procurement Act 2001).

All *personal information* (as defined in the Information Privacy Act 2014) is confidential text under the Government Procurement Act Division 2.3, Clause 16.

The Territory will not agree or propose to text being confidential if:
(a) the substance of the information to which the text relates is public knowledge; or
(b) the effect of the proposal or agreement—
- (i) would be to inappropriately restrict a Territory entity in the management or use of Territory assets; or
- (ii) would not be in the public interest; or
- (iii) would be to require the obligation of confidentiality to apply for longer than is reasonably necessary to protect the interest to which it relates.

Tenderer to complete:

Grounds for Confidential Text	Description of Text (Include location of text in detail, including reference within the tenderers submission and description.)	Statement supporting grounds for agreeing to Confidential Team
Section 18 (2) (b) (i) disclose a trade secret		
Section 18 (2) (b) (ii) disclose an artistic, literary or cultural secret		
Section 18 (2) (b) (iii) disclose information (other than a trade, artistic, literary or cultural secret) having commercial value that would be, or could reasonably expected to be, destroyed or diminished if the information were disclosed		
Section 18 (2) (b) (iv) be an unreasonable disclosure of		

information about internal costings and profit margins
Section 18 (2) (b) (v) disclose information that may put personal or public safety, or the security of the Territory, at risk
Section 18 (2) (b) (vi) disclose information prescribed by regulation for this section
Section 18 (1) a requirement imposed by law requires a party to the contract to keep the text confidential

Refer *Government Procurement Act 2001* Section 18.

Example for para (b)(i) intellectual property, including software source codes

2 individual components of the contract's total consideration

Examples for para (b)(ii)

1 details about a photographic shoot

2 text of an historic manuscript 3 a secret indigenous cultural practice

Example for para 9(b)(iii) information on the design and operation of goods

Examples for para (b)(iv) 1 hourly rates, on-costs and management fees

ATTACHMENT 5 – CONFIDENTIALITY DEED

Not Used.

ATTACHMENT 6 – ETHICAL SUPPLIERS DECLARATION – TENDER

STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

I, [Name, address and occupation of person making declaration] make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:

   a) **Adverse Ruling** means a ruling, order, notice (including without limitation any improvement notice or prohibition notice), conviction or finding made or issued by any Authorised Entity.

   b) **Authorised Entity** means any court, tribunal, board, commission, regulatory agency (including without limitation the director-general, commissioner, regulator, or any inspector referred to in the Prescribed Legislation) or other entity with jurisdiction to determine employee and industrial relations matters or work health and safety matters to the effect that the Tenderer has contravened the Prescribed Legislation.

   c) **Employee** means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Tenderer with his or her labour.

   d) **Full Details** means the details of:

      i) the nature of the Adverse Ruling, breach or offence;

      ii) the name of the relevant Authorised Entity;

      iii) the State or Territory in which the proceeding or prosecution was brought;

      iv) the date of the Adverse Ruling was made, or the proceeding or prosecution was commenced, and the number or description assigned to the proceeding or prosecution;

      v) the entity against which the Adverse Ruling, breach or offence was made or issued;

      vi) any document setting out the Adverse Ruling, breach, or offence (including provision of a copy of the same);

      vii) any conviction recorded or adverse finding made in respect of the Adverse Ruling, breach, or offence;

      viii) any penalty, fine or order imposed by an Authorised Entity in respect of the Adverse Ruling, breach or offence and the maximum penalty, fine or order that could have been imposed under the Prescribed Legislation;

      ix) any remedial measures or other actions proposed or recommended by the Authorised Entity and details of steps taken by the Tenderer to comply with those remedial measures or other actions; and

      x) the status of the Adverse Ruling, breach, or offence as at the date of the declaration.

   e) **Industrial Instruments** means an award or agreement, however designated, that is made under or recognised by the Prescribed Legislation.

   f) **Prescribed Legislation** means all applicable Acts and subordinate instruments of the Commonwealth and the Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations that apply to an entity including (as amended or replaced from time to time) but not limited to:

      i) Fair Work Act 2009 (Cth);
      ii) Fair Work (Building Industry) Act 2012 (Cth);

iii) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth);*
iv) *Income Tax Assessment Act 1997 (Cth);*
v) *Independent Contractors Act 2006 (Cth);*
vi) *Industry Research and Development Act 1986 (Cth);*
vii) *Long Service Leave Act 1976 (ACT);*
viii) *Long Service Leave (Portable Schemes) Act 2009 (ACT);*
ix) *Migration Act 1958 (Cth);*
x) *Paid Parental Leave Act 2010 (Cth);*
xi) *Payroll Tax Act 2011 (ACT);*
xii) *Safety, Rehabilitation and Compensation Act 1988 (Cth);*
xiii) *Superannuation Guarantee (Administration) Act 1992 (Cth);*
xiv) *Superannuation Guarantee Charge Act 1992 (Cth);*
xv) *Work Health and Safety Act 2011 (ACT);*
xvi) *Workers' Compensation Act 1951 (ACT);*
xvii) *Workplace Gender Equality Act 2012 (Cth).*

g) **Prescribed Works or Services** means works or services that require the exertion of labour by Employees.

h) **Secure Local Jobs Code Certificate** has the meaning given by the Government Procurement Act 2001.

i) **Secure Local Jobs Code** has the meaning given by the Government Procurement Act 2001.

j) **Tenderer** means [Insert full legal name of tenderer including the ACN/ABN as per that identified in the Tender].

k) **Territory-Funded Work** has the meaning given by the Government Procurement Act 2001.

2. I am authorised on behalf of the Tenderer to make this declaration.

3. The information supplied by the Tenderer with and in its Tender is true and correct. Any further information to be supplied by the Tenderer to enable assessment of it Tender will be true and correct.

4. The Tenderer is aware that tenderers for Territory-Funded Work must hold a Secure Local Jobs Code Certificate and that once certified tenderers must comply with the Secure Local Jobs Code.

5. The Tenderer agrees to comply with all applicable Territory policies and legislation referable to Territory-Funded Work and, if the Tenderer is prequalified under a prequalification scheme in the Territory, the WHS Active Certification Policy, if it is the preferred Tenderer.

6. By submitting a Tender, the Tenderer authorises the Territory to:

a) obtain from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body) and take into account in its evaluation, information, including information about the Tenderer's performance under contracts (whether or not those contracts were with the Territory, State or Commonwealth or another entity and whether or not those contracts were identified by the Tenderer in its Tender);

b) obtain and take into account in its evaluation, information from referees or other reputable sources on the performance of the Tenderer on projects (whether or not they are identified by the Tenderer in their Tender);

c) use any information obtained from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body), referee or other reputable source for any government purposes including, without limitation, assessment of suitability for award of contract;

d) provide information about the Tenderer to any Territory, State or Commonwealth government agency, including information provided by the Tenderer and information related to the Tenderer's performance at any time and for any reason;

e) provide the name of the Tenderer and this declaration to Unions ACT; and

f) provide this declaration to any Territory, State or Commonwealth government agency (including any regulatory or law enforcement body, which includes, without limitation WorkSafe ACT) as evidence of the Tenderer's consent to allow that agency to release information as requested by the Territory to the Territory.

7. The following Industrial Instruments made pursuant to any Prescribed Legislation specifically applies to the Employees of the Tenderer and are binding on it or them.

[Insert details of Industrial Instruments (this is the award you pay your employees under). If no Employees write N/A]

8. The Tenderer has in the preceding 36 months of the date of this declaration complied with all applicable Industrial Instruments.

☐ True (delete 8A and initial) ☐ Not true (answer 8A) ☐ N/A No Employees (delete 8A)

8A. The Tenderer has not complied with the following Industrial Instruments in the following respects.

[Insert full details]

9. The Tenderer has in the preceding 36 months of the date of this declaration complied with all Prescribed Legislation

☐ True (delete 9A and initial) ☐ Not true (answer 9A)

9A. The Tenderer has not complied with the following Prescribed Legislation.

[Insert Full Details of the failure to comply with Prescribed Legislation]

10. The Tenderer has in the preceding 36 months of the date of this declaration recognised the rights of its Employees to union membership and representation.

☐ True (delete 10A and initial) ☐ Not true (answer 10A) ☐ N/A No Employees (delete 10A)

10A. The Tenderer has not recognised the rights of Employees to union membership and representation in the following respects.

[Insert Full Details of how the Tenderer has not recognised the rights of Employees to union membership and representation]

11. The Tenderer has in the preceding 36 months of the date of this declaration complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency.

☐ True (delete 11A and initial) ☐ Not true (answer 11A) ☐ N/A No Employees (delete 11A)

11A. The Tenderer has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

[Insert Full Details of how the Tenderer has failed to comply with all amendments to wages and conditions of employment]

12. In the preceding 36 months of the date of this declaration there have been no findings against the Tenderer by an Authorised Entity, including a finding of a breach in a non-confidential consent order.

☐ True (delete 12A and initial) ☐ Not true (answer 12A)

12A. There have been the following findings (Full Details of which are provided) against the Tenderer by an Authorised Entity:

[Set out Full Details of findings]

13. In the preceding 36 months of the date of this declaration there have been no Adverse Rulings under the Prescribed Legislation against the Tenderer.

☐ True (delete 13A and initial) ☐ Not true (answer 13A)

13A. There have been the following Adverse Rulings under the Prescribed Legislation against the Tenderer:

[Set out Full Details of Adverse Rulings]

14. There are currently no proceedings or prosecutions against the Tenderer in respect of a breach of any Prescribed Legislation.

☐ True (delete 14A and initial) ☐ Not true (answer 14A)

14A. There are currently the following proceedings or prosecutions against the Tenderer in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

15. The Tenderer has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation.

☐ True (delete 15A and initial) ☐ Not true (answer 15A)

15A. The Tenderer has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

16. Below is a complete list of all projects (both completed and current) in the Australian Capital Territory where the Tenderer has had management or control of a project site and on which an audit into any aspect of work health and safety performance or compliance has been conducted in the 36 months prior to the date of this declaration.

[Set out list of projects, or if none N/A]

17. I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Print name of person making the declaration

Declared at [place] on [day] of [month] [year]

Before me:

Signature of person before whom the declaration is made

Full name, qualification, and address of person before whom the declaration is made (in printed letters)

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.

A statutory declaration under the Statutory Declarations Act 1959 may be made before–

(1) A person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) A person who is in the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
Bailiff
Bank officer with 5 or more continuous years of service
Building society officer with 5 or more years of continuous service
Chief executive officer of a Commonwealth court
Clerk of a court
Commissioner for Affidavits
Commissioner for Declarations
Credit union officer with 5 or more years of continuous service
Employee of the Australian Trade Commission who is:
- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
- (c) exercising his or her function in that place

Employee of the Commonwealth who is:
- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
- (c) exercising his or her function in that place

Fellow of the National Tax Accountants' Association
Finance company officer with 5 or more years of continuous service
Holder of a statutory office not specified in another item in this list
Judge of a court
Justice of the Peace
Magistrate
Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
Master of a court
Member of Chartered Secretaries Australia
Member of Engineers Australia, other than at the grade of student
Member of the Association of Taxation and Management Accountants
Member of the Australasian Institute of Mining and Metallurgy
Member of the Australian Defence Force who is:
- (a) an officer; or
- (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
- (c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
Member of:
- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

(a) the Commonwealth or a Commonwealth authority; or

(b) a State or Territory or a State or Territory authority; or

(c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

(a) the Commonwealth or a Commonwealth authority; or

(b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution.

ATTACHMENT 7 – SCHEDULE OF CONTRACTUAL AUTHORITIES

Not Used.

ATTACHMENT 8 – SPECIAL CONDITIONS

Not Used.