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| User guidance  This document is part of the **GC21 Edition 2** standard form. Please refer to buy.nsw website at <https://buy.nsw.gov.au/categories/construction> to locate all documents referenced throughout this text. Guidance is based on Microsoft 365 Word.   1. Guide notes   This standard form contains guidance in hidden text, i.e.:  **GUIDE NOTES,**  Guide Note examples   1. **Viewing guide notes**   If the guide notes are not visible, click on the Home/ **Show/Hide** button Paragraph Show / Hide button in Word  If this does not work:  **•** Go to **File/** **Options** menu;  • Select the **Display** tab;  **•** Tick the **Hidden Text** check box and click the **OK** button.  This process can also be used to hide guide notes in a finished document.   1. Insertion points   Each ‘»’ shows where input is required. Click onto each ‘»’ and overtype.  **(new) For inserting Contract Title and Contract Number**   * On the **File/ Info** menu select ‘**show all properties’**; * Overwrite the ‘***title*’ property** ‘*Contract Name’* with the new contract title/ name; * Overwrite the ‘***subject*’ property** ‘*Contract No*.’ with the new contract number.   This will insert the entered Contract Title and Contract No. in the following locations:   * footer for each page;  1. When drafting is completed   1. Remove all guide notes manually or by the following steps:  **•** On the Home/ **Editing** menu click **Replace**, then (if required)  **•** Click the **More** button;  **•** Click the **Format** button, click on **Font**;  **•** Click the **Hidden** check box. Make sure there is clear check mark/ tick. You may have to click more than once. Ignore the other boxes;   * Click the **OK** button;   **•** Click the **Replace All** button.  Note that in this standard form, the option ‘**Print hidden text’** has not been checked in File/ Options/ Display.   1. After drafting is completed and the ‘hidden text’ guide notes are hidden or removed:   Update the Table of Contents and number of pages automatically when printing by ensuring that File/ Options/ Display/ Printing options – ‘Update Fields before printing’ box is checked. Alternatively, update before printing by:   1. Table of Contents  * Right click anywhere in the Table of Contents; * Select ‘Update Field’; * Select ‘Update entire table’; and * Click the OK button.   Note, for larger files, track changes, if on, should be off during this update.   1. Number of pages  * Right click the number in ‘*THERE ARE 11 PAGES IN THIS SECTION’* above the first clause 1’; * Select ‘Update Field’; then * Insert the number of pages in the ‘Title Page’ document.  1. Finally, delete this User guidance, along with the following Page Break. You can display the Page Break using the **Show/Hide** button.   **Always check that the final document (printed or saved as a pdf) is complete.** |

Conditions of Tendering

the Table of Contents should be updated after drafting is completed and after the removal of guide notes. refer to the above user guidance for procedure.

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# Conditions of Tendering

CHECK THE CONTRACT NAME AND CONTRACT NUMBER HAVE BEEN INCLUDED IN THE FOOTER.

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THERE ARE PAGES IN THIS SECTION

All clauses are mandatory unless stated otherwise.

Include also in the relevant subsection any other condition or notice considered necessary.

This section includes notices to tenderers.

**The Conditions of Tendering section does not form part of the Contract.**

## General

### Contact Person

Refer requests for information about the Tender to:

Insert the name and contact details of the person best able to answer tenderers’ questions.

Ensure that the person has a copy of the RFT documents and will be available for the duration of the Tender period.

|  |  |
| --- | --- |
| Name: | » |
| Telephone number: | » |
| e-mail address: | » |

## Tenderer Eligibility

### Acceptable Legal Entities

The Principal contracts only with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter the contract.

The Principal will not award this Contract to a Tenderer that is a trustee if the Tenderer cannot demonstrate that it will be able to meet all of the requirements of the contract, including the financial assessment requirements, for the entire contract period.

### Quality management

Include either Qm Option 1 or Qm Option 2 and delete the option that does not apply.

Use Qm Option 1 when all tenderers are prequalified with the NSW Government or certification to AS/NZS ISO 9001:2016 is required.

Use Qm Option 2 when open tenders will be called or QM Option 1 does not apply.

Qm Option 1

The Principal may elect to pass over a Tender from a Tenderer that does not have current full certification of its Quality Management System to AS/NZS ISO 9001:2016.

Submit the information identified in Tender Schedules - **Schedule of Quality Management Information**.

End of Qm Option 1

Qm Option 2

The Principal may elect to pass over a Tender from a Tenderer that does not demonstrate the capacity to systematically plan and manage the quality of its work in accordance with the*NSW Government Quality management guidelines (Construction Procurement)* (Edition 4) which are available on the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

Submit when requested the information identified in Tender Schedules - **Schedule of Quality Management Information.**

End of Qm Option 2

### Work health and safety management

Tenderers must demonstrate their capacity to manage work, health and safety (WHS) in accordance with the *NSW Work Health & Safety management guidelines (for Construction Procurement) (Edition 6)* (*WHSM Guidelines*). These *Guidelines* are available on the buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>

Submit with the Tender the information identified in Tender Schedules - **Schedule of Work Health and Safety Management Information.**

use whs option 1 for contracts valued at $3m or more, or with a lower value where the responsible agency determines it is required because:

the work has a significantly high WHS risk; or

the project as a whole requires its application.

FOR NSW GOVERNMENT CONTRACTS, the construction leadership group has endorsed that A CORPORATE WHS MANAGEMENT SYSTEM IS NOT REQUIRED WHERE the value of the contract is less than $3m.

Delete WHS Option 1 where A CORPORATE WHS MANAGEMENT SYSTEM IS NOT REQUIRED

WHS Option 1

A Tender will not be accepted from a Tenderer that does not have a Corporate WHS Management System acceptable to the Principal in accordance with the *WHSM Guidelines*.

end of whs option 1.

Delete WHS Option 2 unless the project is funded by the Commonwealth Government and wHS accreditation by the federal Safety Commissioner (FSC) is specifically required under a deed or other formal agreement with the commonwealth government funding agency. Refer to the FSC website for further information and suggestions (model clauses) for informing potential tenderers of scheme REQUIREMENTS.

WHS Option 2

A Tender will not be accepted from a Tenderer that is not accredited under the Australian Government WHS Accreditation Scheme (the Scheme) established under the Federal Safety Commissioner Act 2022 (FSC Act) and specified in the Federal Safety Commissioner (Accreditation Scheme) Amendment Rules 2023 for building work as defined under section 6 of the FSC Act.

End of WHS Option 2

End of clause - work health and safety management

### Environmental management

Tenderers must demonstrate their capacity to manage environmental matters in accordance with the *NSW Government Environmental management guidelines (Construction Procurement) (Edition 4)* (*EM Guidelines*) available on the Buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>

Submit with the Tender the information identified in Tender Schedules - **Schedule of Environmental Management Information.**

use em option 1 for contracts valued at $10m or more, or with a lower value where the responsible agency determines it is required because:

the work is of high environmental risk;

the work interfaces with other projects of high environmental risk;

the work is otherwise sensitive in terms of the environment; or

the project as a whole requires its application.

delete em option 1 if it does not apply.

em option 1

A Tender will not be accepted from a Tenderer that does not have a Corporate Environmental Management System acceptable to the Principal in accordance with the *EM Guidelines*.

end of em option 1

End of Clause - Environmental Management

### Financial assessment

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government agencies or authorities without the express written permission of the Tenderer.

Information about the financial assessment services scheme (Scheme SCM2491) is available on the buy.nsw website at:

<https://buy.nsw.gov.au/schemes/financial-assessment-services-scheme>

The main criteria considered in the financial assessment of tenderers are:

Net Tangible Assets (total assets, excluding any assets of company directors, less total liabilities less intangible assets);

Current Ratio (ratio of current assets to current liabilities); and

Working Capital (current assets less current liabilities).

The Principal considers a Tenderer meeting the following financial indicators, with no other significant detrimental financial characteristics, to be financially satisfactory in respect of its Tender:

Net Worth exceeds 5% of the initial Contract Price;

Current Ratio exceeds 1; and

Working Capital exceeds 10% of the initial Contract Price.

Deviations from the above indicators will not necessarily prevent the Principal from considering any tender.

The Principal may elect to pass over a Tender from a Tenderer if any of the above financial assessment indicators are below a threshold acceptable to the Principal. The Principal may, at its discretion, also consider other actions where defects in the financial assessment may be able to be rectified.

Submit, when requested by the Financial Assessor or Principal, the Financial Assessment information shown in Tender Schedules - **Schedule of Financial Assessment Information**.

### Best Practice Contractor Accreditation Scheme

Delete this clause and the above heading FOR GENERAL CONSTRUCTION CONTRACTS WITH AN ESTIMATED VALUE OF LESS THAN $1M (EX GST) OR GREATER THAN $9M (EX GST). REFER TO [HTTPS://BUY.NSW.GOV.AU/SCHEMES/CONTRACTOR-PREQUALIFICATION-AND-BEST-PRACTICE-ACCREDITATION-SCHEME-FOR-CONSTRUCTION-AND-RELATED-WORK-VALUED-$1-MILLION-AND-OVER](https://buy.nsw.gov.au/schemes/contractor-prequalification-and-best-practice-accreditation-scheme-for-construction-and-related-work-valued-$1-million-and-over) FOR MORE DETAIL.

The NSW Government has implemented a ‘Contractor Prequalification and Best Practice Accreditation Scheme for Construction and related work valued from $1M to $9M’ (ex GST).. Tenderers accredited under the Scheme receive Scheme benefits, including a reduction in the amount of the contractual security required by the Principal, as shown for the Completion Undertaking in **Contract Information item 33.**

End of clause - Best Practice Contractor Accreditation Scheme.

## Contract details

### Site

Include details for each item that is applicable.

The Principal may provide geotechnical or other information concerning the Site. Some Site information, including reports and investigations, may not form part of the Contract.

Refer to General Conditions of Contract clause 36 - **Site Information** forinformation concerning the Site that does not form part of the Contract.

Refer to Preliminaries clause – **Site** for *Site* related contract requirements.

The Tenderer may apply to the Contact Person to request further investigations. The Principal will only consider such a request in exceptional circumstances.

#### Reports And Site information

Reports and other Site Information are available as follows:

AS per General Conditions of Contract clause 36.1, the principal is obliged to provide identified site information to tenderers. Specify how the Tenderers can gain access to site information.

The Principal’s site information can be provided: with the rft documents, or separately as an electronic or hard copy. or IN A COPY, AVAILABLE ON REQUEST, FROM THE CONTACT PERSON, or in a combination of the above. Reports ETc included in the RFT should be listed in the Title Page.

»

#### Investigations Carried Out

Investigations carried out on this site include:

Include a list of relevant reports, E.G. Geotechnical, environmental, traffic studies.

Ensure that all reports and documents provided only for Site Information are listed in GCC Contract Information items 36A and 36B - Site information.

**include a reference to the location of any reports included in the RFT Documents.**

include details of the location where any reports not included in the RFT Documents or separately provided will be available. investigation reports included in the RFT should be listed in the Title Page.

»

#### Other Site Activities

Other site activities which may affect this site are:

Include details of any other site activities which may affect this contract otherwise delete this clause and the above sub-heading.

it is advisable to check the site prior to the close of tenders and again prior to award to ensure no unforeseen circumstances have occurred – E.G. flooding.

»

#### Other Contracts

Other contracts which may affect this site are:

Include details of other contracts which may affect this contract otherwise delete this clause and the above sub-heading.

»

### General Conditions of Contract

The Request for Tender (RFT) documents include a copy of the GC21 Edition 2 General Conditions of Contract.

### Provisional Sums

delete this clause and the above heading unless the contract includes provisional sums.

If this clause is included:

Ensure that Contract Information item 42 - Provisional Sums is completed; and

include Tender Schedules – Schedule of Provisional Sums.

Note: Provisional sums should only be used when absolutely necessary, E.G. as an item for workshop machinery for a school.

The Contract includes work subject to payment as a Provisional Sum. See General Conditions of Contract clause 55 - **The Contract Price** (Provisional Sums) and the list of Provisional Sums in Tender Schedules – **Schedule of Provisional Sums**.

End of clause - Provisional Sums.

### Cost adjustment

Include either CA Option 1 or CA Option 2 and delete the option that does not apply.

Refer to General Conditions of Contract:

clause 55 The Contract Price;

Schedule 7 (Costs Adjustment Formula); and

Contract Information item 41 - Rise or fall adjustments.

Use CA Option 1 when Contract Information item 41 - Rise or fall adjustments is “No”.

Use CA Option 2 when Contract Information item 41 - Rise or fall adjustments is “Yes”.

review Schedule 7 (Costs Adjustment Formula) to ensure it is appropriate.

CA Option 1.

The work is not subject to Cost Adjustment for labour and materials.

End of CA Option 1

CA Option 2.

The work is subject to Cost Adjustment for labour and materials. See the General Conditions of Contract - **clause 55**.

End of CA Option 2.

### Foreign currency adjustment

Delete this clause and the above heading unless the estimated value of imported goods exceeds:

$1.0 million in value; or

50% of the estimated Contract Price.

Tenderers requiring all or part of any imported content to be subject to currency adjustment as detailed in Preliminaries clause - **Currency Fluctuation** must submit a breakdown of the Tender amount which details the items and the value in all applicable currencies.

End of clause - Foreign Currency Adjustment.

Note: If this clause is deleted also delete Preliminaries clause Currency Fluctuation.

### Insurance

for works and public liability insurance for contracts estimated to cost $10M or more, NSW Government Agencies other than State Owned Corporations (SOCs) are required to use principal arranged insurance (PAI) obtained through *icare* (see NSW Treasury Circular TC 16-11).

For contracts under $10m, agencies may obtain works and public liability insurance through *icare* or may require the contractor to obtain the insurance.

pai insurance was introduced to ensure principal risks are adequately covered and due to the difficulties in verifying compliance and suitability of contractor provided insurance.

socs may arrange works and public liability insurance through a provider other than *icare* if they can demonstrate that the price is more competitive than the price offered by *icare*.

local government authorities may only use insurance obtained through *icare* if a nsw government agency arranges and pays for the insurance and will be administering the construction contract.

Information about principal Arranged insurance is available on the [icare website](https://www.icare.nsw.gov.au/government-agencies/our-funds-and-schemes/construction-risk-insurance-fund/#gref)*.*

refer to General Conditions of Contract schedule – principal arranged insurance for more information and links to policies

Note that, if insurance is to be obtained through *icare*, the contract should be registered in ceecat when the RFT Documents are ready for release.

for access to the ceecat system and to obtain insurance for projects outside the standard criteria, contact *icare* at: [INSURANCEFORNSW@ICARE.NSW.GOV.AU](mailto:insuranceforNSW@icare.nsw.gov.au)

Include the applicable works & public liability insurance option and delete the options that do not apply.

Use wks & pl ins option 1 when INSURANCE of the works and public liability insurance will be obtained through *icare.*

Use wks & pl ins option 2 when the Contractor will be required to arrange works and public liability insurance.

Use wks & pl insurance Option 3 when the Principal will arrange works and public LIABILITY insurance through an insurer or broker other than *icare*.

Note: Also select the corresponding option and delete other options in Contract Information items 21 and 22.

wks & pl ins option 1

The Principal will arrange insurance of the Works (and any temporary works) and public liability insurance, as required under General Conditions of Contract clause 27 - **Insurance**. Tenderers are not required to allow in tenders for payment of premiums for this insurance.

The insurer will be the Self-Insurance Corporation of NSW (with Insurance and Care NSW as agent). Relevant information and links to the draft policies areavailable in the ‘Construction insurance’ section on the buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>

end of wks & pl ins option 1

wks & pl ins option 2

The Contractor must arrange insurance of the Works (and any temporary works) and public liability insurance and pay all premiums in accordance with General Conditions of Contract clause 27 - **Insurance**.

end of wks & pl ins option 2

wks & pl ins option 3

The Principal will arrange insurance of the Works (and any temporary works) and public liability insurance, as required under General Conditions of Contract clause 27 - **Insurance**. Tenderers are not required to allow in tenders for payment of premiums for this insurance.

The Principal will provide a copy of the insurance policy on request.

end of wks & pl ins option 3

#### Asbestos liability insurance

The Contractor must arrange any asbestos related insurance required by law. Any other asbestos related insurance is at the discretion of the Contractor. The Contractor will not be entitled to any additional payments for asbestos related insurance. The Principal does not require the Contractor to hold any particular Asbestos Liability Insurance under General Conditions of Contract clause 27 – **Insurance**.

#### Other Insurance

Unless otherwise advised by the Principal, the Contractor must arrange and pay all premiums for all other insurance required under General Conditions of Contract clause 27 – **Insurance**.

For professional indemnity insurance, a Certificate of Currency or evidence of the ability to obtain the required insurance, such as a letter from a broker or insurer, may be required as a condition of acceptance of tender.

### Proposed Subcontractors and Consultants

For any individual Subcontract or consultancy agreement valued at more than $100,000 or 2% of the Contract Price, whichever is the greater, complete Tender Schedules - **Schedule of Proposed Subcontractors and Consultants,** providing the names of the Subcontractors and Consultants and descriptions of the type of work they will be carrying out. Include confirmation that the recent WHS, environmental and workplace relations management performance of the proposed Subcontractors and Consultants has been reviewed by the Tenderer and found to be satisfactory. Submit the Schedule when requested.

This information will be taken into account in assessing the tenders. Identification of Subcontractors and Consultants before the award of the Contract will be taken as an indication of the team approach to be used by the Contractor and a demonstration that the Contractor will not trade off different subcontractors’ prices to obtain a lower price (a practice that is unacceptable under the NSW Government Supplier Code of Conduct) .

### Preferred Subcontractors

Delete this clause and the above heading if Contract Information item 31 - Preferred Subcontractors is “Not applicable”.

Include a list of preferred subcontract work and a list of preferred subcontractors in Preliminaries clause - Preferred Subcontractors.

The Contract includes work by *Preferred Subcontractors* in accordance with General Conditions of Contract clause 29 - **Engaging Subcontractors** and Preliminaries clause - **Preferred Subcontractors**.

End of clause - Preferred Subcontractors.

Note: If this clause is deleted also delete Preliminaries clause -Preferred Subcontractors.

### Design development and documentation resources

Delete this clause and the above heading in RFT Documents for contracts where there is minimal design development required by the contractor.

Include this clause in the RFT Documents when Design Development and Documentation form part of the contract works and the proposed design resources will be assessed as part of a scored PRICE: NON-PRICE Tender evaluation.

note that while the principal cannot demand that specific personnel be employed for the contract works it can require personnel with EQUIVALENT qualifications and similar experience be used.

Where the Tenderer proposes to use internal resources for design development and documentation in any discipline not subject to Preferred Subcontractors, complete and submit the **Schedule of Internal Designers** to demonstrate that each of the key staff have the proven competence, qualifications and experience to satisfactorily perform the proposed functions.

Where the Tenderer proposes to use other than internal resources for design development and documentation that is not subject to Preferred Subcontractors, complete and submit the **Schedule of External Designers** to demonstrate their proven competence, qualifications and experience to satisfactorily perform the proposed functions.

End of clause - Design Development and Documentation Resources.

Note: If this clause is deleted also Delete the following Tender Schedules:

Schedule of Internal Designers; and

Schedule of External Designers.

### Development application

Delete this clause and the above heading if the Development Consent is available and included in the RFT Documents.

Include this clause in the RFT Documents when the Contractor is required to lodge a development application.

The successful Tenderer must complete and lodge a Development Application. See Preliminaries clause - **Development Consent**.

End of clause - Development Application.

Note: If this clause is deleted also Delete the Preliminaries clause - Development Consent.

## Current policies

### Adjustment for customs tariffs

Delete this clause and the above heading unless the estimated value of imported items could exceed:

$1.0 million; or

50% of the estimated Contract Price.

Submit the particulars of imported items shown in Tender Schedules - **Schedule for Adjustment of Customs Tariffs**.

End of clause - Adjustment for Customs Tariffs.

Note: If this clause is deleted also delete:

Tender Schedules - Schedule for Adjustment of Customs Tariffs; and

Preliminaries clause - Customs Duty.

### Disclosure of Tender and Contract information

Details of this tender process and any contract awarded as a result of the tender process may be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW).

### Exchange of information by the Principal

By submitting a Tender, the Tenderer authorises the Principal to gather, monitor, assess, and communicate to other State and Commonwealth Government agencies or local government authority’s information about the Tenderer’s financial position and its performance in respect of any contract awarded as a result of the tender process. Such information may be used by those agencies or authorities in considering whether to offer the Tenderer future opportunities for work.

### Security of documents

Delete this clause and the above heading unless security of documents is required.

Document security is mandatory for all works that involve security E.G.: correctional institutions, electronic security installations and the like.

Ensure all relevant documents are marked “restricted”.

All RFT documents marked as “restricted” are classified maximum security documents. No copies are to be made by tenderers, their agents or anyone else other than for tendering purposes. All such documents and copies are to be returned to the Principal on completion of the tendering process.

End of clause - Security of Documents.

Note: If this clause is deleted also delete Preliminaries clause - Restricted Documents.

### NSW Government Policies, Codes and Guidelines

The Tenderer’s attention is directed to:

* The NSW Government Procurement Policy Framework (Procurement Framework);
* the NSW Government Supplier Code of Conduct (the ‘Code’); and
* the NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines). The Code and the NSW Guidelines apply to the Contract.

Refer to General Conditions of Contract clause 13 - **Procurement Policy Framework**, **Supplier Code and Industrial Relations Guidelines** for further information.

The NSW Government Procurement Policy Framework is available at: <https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework>

The Supplier Code of Conduct is available at:

<https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>

The NSW Industrial Relations Guidelines are available at:

<https://www.industrialrelations.nsw.gov.au/industries/key-industries-in-nsw/building-and-construction/>

Tenderers have obligations under the Procurement Framework. Tenderers must demonstrate that they understand and will comply with the Code and the NSW Guidelines.

Submit with the Tender the completed Tender Schedules - **Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines: Building and Construction Procurement.**

A Tender will not be accepted from a Tenderer that does not provide the completed Schedule which comprises a declaration by the Contractor.

#### Workplace Relations management

Clause 6.1 of the nsw Guidelines states the tenderer must provide a Workplace Relations Management Plan (WRMP) with its tender where the relevant department or public sector body contribution (directly or indirectly) to the contract or project as applicable is:

* $10 million or more; or
* is at least $5 million and represents at least 50 per cent of the total construction contract value.

Delete the above heading and following paragraphs If the above requirement does not apply.

Tenderers must demonstrate their capacity to plan and manage workplace relations and implement effective workplace relations plans in accordance with the *NSW Industrial Relations Guidelines: Building and Construction Procurement*.

Submit the information identified in Tender Schedules - **Schedule of Workplace Relations Information.**

End of Clause Supplier Code and Industrial Relations Guidelines

### Unconditional undertakings - approved institutions

For the purpose of giving unconditional undertakings, banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA are acceptable. Lists appear at the APRA website at:

<https://www.apra.gov.au/list-of-registered-financial-corporations>

The Principal is prepared to consider proposals from Tenderers for the approval of Unconditional Undertakings by substantial financial institutions, not registered by APRA, which lawfully carry on business in Australia. The Principal may require the submission of evidence demonstrating the substance and status of any proposed financial institution without cost to the Principal.

### Aboriginal participation

Include this clause and the above heading:

* for all contracts with an estimated value greater than $7.5M; and
* for contracts valued at up to $7.5M where the responsible agency requires the contractor to meet specified targets for aboriginal participation.

delete this clause and the above heading if not required.

It is NSW Government policy to create opportunities for Aboriginal businesses and encourage the employment and training of Aboriginal business through the supply chain of NSW Government contracts.

the ABORIGINAL PROCUREMENT POLICY (APP) APPLIES TO THE PROCUREMENT OF GOODS AND SERVICES AND CONSTRUCTION BY NSW GOVERNMENT AGENCIES FROM 1 JANUARY 2021. THE APP INCORPORATES THE PREVIOUS ABORIGINAL PARTICIPATION IN CONSTRUCTION POLICY.

The app supports the NSW Government’s framework Growing NSW’s First Economy under the NSW government plan for Aboriginal Affairs, OCHRE. It meets the specific aims of increasing the number of Aboriginal people employed, and the number of Aboriginal-owned businesses.

the Parliament of NSW and local councils are not covered by this policy. state owned corporations may choose to adopt the policy in full or in part where it is consistent with their corporate intent.

The requirements in the APP are an exempt measure under Schedule 3 of the Procurement Board Direction 2019-05 (Enforceable Procurement Provisions).

AGENCIES MUST INCLUDE MINIMUM REQUIREMENTS FOR ABORIGINAL PARTICIPATION IN ALL CONTRACTS VALUED AT $7.5 MILLION. the minimum requirement is based on 1.5% of the contract value (less exclusions) being directed to aboriginal participation.

AGENCIES CAN CONSIDER APPROPRIATE EXCLUSIONS which MAY INCLUDE EXPENDITURE UNRELATED TO DESIGN AND CONSTRUCTION WITH VERY LIMITED OPPORTUNITIES FOR ABORIGINAL PARTICIPATION.

AGENCIES MAY also INCREASE THE ABORIGINAL PARTICIPATION PERCENTAGE TO HIGHER THAN 1.5%, IF THIS IS CONSIDERED APPROPRIATE FOR THE PARTICULAR CONTRACT. IF THIS APPLIES AMEND ALL REFERENCES TO 1.5% IN THE RELEVANT CLAUSES.

the CONTRACT VALUE LESS THE VALUE OF EXCLUSIONS is the ‘APP CONTRACT VALUE’ and is to be entered by the principal at contract information item 15f after the close of tenders when the accepted tender price is known.

Refer to Preliminaries clause – Aboriginal Participation for more details.

Refer to the relevant MW21 Contract clauses and the APP model tender clauses on the buy.nsw APP site where tenders are being called:

* to promote Aboriginal participation in contracts below $7.5m;
* with a likely combination of contracts above below $7.5m; or
* SPECIFICALLY, for Aboriginal businesses

If this clause is included, complete *contract information* item 15F

The Tenderer’s attention is drawn to the requirements of the NSW Government *Aboriginal Procurement Policy (APP).* The policy document is available from buy.nsw website *at*

<https://buy.nsw.gov.au/policy-library/policies/aboriginal-procurement-policy>

Refer to General Conditions of Contract, Contract Information item 15F and Preliminaries clause – **Aboriginal Participation** for Contract-specific requirements.

The Principal will consider the demonstrated capacity of tenderers to meet obligations under the Policy and the extent to which the Tenderer’s proposed Participation Plan will meet the minimum Aboriginal participation requirements when evaluating the tenders.

Submit the completed Schedule and the information required by Tender Schedules - **Schedule of Aboriginal Participation Information.** The Principal may exclude a Tender from further consideration if the Tenderer does not submit a complying Schedule. Where a Tenderer has no or very limited past experience with Aboriginal Participation in Construction, its response will be assessed on its understanding of practical steps to improve Aboriginal participation and the detail of its proposed Aboriginal Participation Plan.

Note: If this clause is deleted:

Delete preliminaries clause – aboriginal participation;

delete Schedule of aboriginal participation information; and

insert “NA” in Contract Information item 15F for fields where yes/ no does not apply.

End of clause - Aboriginal Participation

### Skills, training and diversity in construction

Include this clause and the above heading:

* for all contracts with an estimated value greater than $10M; and
* for contracts valued at up to $10M where the responsible agency requires contractors commit to supporting skills development on construction projects.

delete this clause and the above heading if not required.

Refer to the requirements of:

* the construction guideline: Skills and training; and
* PBD 2023-01: SKILLS, TRAINING AND DIVERSITY IN CONSTRUCTION.

Targets must be set for all contracts estimated to cost more than $10M. additional ISLP targets apply from 1 July 2023.

further ADDITIONAL TARGETS APPLY FOR CONTRACTS OVER $100M.

The ‘ISLP FAQs’ resource included in the Infrastructure Skills Legacy Program webpage provides useful information.

The Tenderer’s attention is drawn to the requirements of the NSW Government Construction Guidelines: *Skills and Training.* Refer to: <https://buy.nsw.gov.au/categories/construction>*.*

Tenderers must make commitments under the Infrastructure Skills Legacy Program that meet or exceed the specified targets for the engagement of apprentices and trainees and must demonstrate their capacity to meet those commitments.

Include the following paragraph where the value of the CONTRACT is OVER $100M or for lower value CONTRACTS where the agency elects to include these additional requirements.

**otherwise delete the paragraph.**

Additional targets and commitments apply to selected contracts as detailed in the NSW Government Construction Guidelines: *Skills and Training*.

end of paragraph

Submit the details required to complete Tender Schedules – **Schedule of Skills, Training and Diversity in Construction**

End of clause – Skills training and diversity in construction.

If this clause is deleted:

Delete Tender Schedules – Schedule of Skills, Training and Diversity in CONSTRUCTION; and

delete preliminaries clause – Skills, Training and Diversity in CONSTRUCTION.

### Dealing with Modern Slavery

Include this clause and the above heading for all contracts requiring application of The Modern Slavery Act 2018 (NSW).

the act contains due diligence and reporting obligations for:

* government agencies
* State owned corporations
* Government Sector Finance agencies
* councils, county councils or joint organisations within the meaning of the Local Government Act 1993 (NSW).

the Modern slavery act NSW (2018) requires that reasonable steps be taken to ensure that goods and services procured by and for government agencies are not the product of modern slavery. covered entities are required to include the steps taken to deal with modern slavery in their annual report.

Further information on obligations for entities covered by the act can be found in appendix E of ‘the Guidance on Reasonable Steps’ (GRS) available from the website shown in the clause

delete this clause and the above heading if it is not required.

The Tenderer’s attention is drawn to the requirements of the Modern Slavery Act NSW (2018) which requires that reasonable steps be taken to ensure that goods and services procured by and for government agencies are not the product of modern slavery.

Tenderers must demonstrate that they understand Modern Slavery and will implement processes and procedures to identify and manage the risks of Modern Slavery.

Refer to the following site for further information on the Reasonable Steps that should be taken to deal with modern slavery:

<https://dcj.nsw.gov.au/legal-and-justice/our-commissioners/anti-slavery-commissioner/due-diligence-and-reporting>

Submit with the Tender the completed Tender Schedules - **Schedule of Compliance for dealing with Modern Slavery.**

A Tender will not be accepted from a Tenderer that does not provide the completed Schedule which includes a submission and a declaration by the Contractor.

**NOTE, If this clause is deleted, also:**

* **Delete Tender Schedules – SCHEDULE OF COMPLIANCE FOR DEALING WITH MODERN SLAVERY; and**
* **ensure ‘no’ is entered against contract information item 15B ‘dealing with modern slavery’**.

## Further information

### Addenda to RFT Documents

a sample addendum is AVAILABLE in the MW21 sample letters section of the buy.nsw site.

If, as a result of a request for clarification from a Tenderer or for any other reason, the Principal issues an instruction amending the Request for Tender (RFT) documents, the instruction will be issued in writing to all tenderers in the form of an Addendum, which becomes part of the RFT documents. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the RFT documents.

### Site access restrictions

Mandatory for education, health, police and correctional projects.

Include this clause when part of the site or buildings are occupied and unrestricted access by Tenderers is not desirable or possible, otherwise delete.

In consultation with the client, establish security and access restrictions to be imposed on visitors associated with tendering and insert details below.

Refer to Preliminaries clauses - Site Access and Limitations and Occupied Premises.

Tenderers and their agents or representatives must:

obtain permission to inspect the Site from the Client’s Representative at least 48 hours before access to the Site is required;

upon arrival, at the pre-arranged time, introduce themselves at the Client Representative’s office prior to undertaking their inspection of the Site.

Insert relevant details.

The Client’s Representative’s details are:

|  |  |
| --- | --- |
| Name: | » |
| Telephone number: | » |
| e-mail address: | » |
|  |  |
| The Client’s Representative may be contacted: | |
| on the following days: | » |
| between the hours of: | » |

Tenderers should telephone the Contact Person if they experience difficulty in securing an appointment with the Client’s Representative for a site inspection.

End of clause - Site Access Restrictions

### Pre-Tender meeting

Delete this clause and the above heading unless a pre-Tender meeting will be held.

A pre-tender meeting will be held on the date, at the time and at the place nominated in the advertisement or invitation.

The Contact Person will be available at that time to answer any Tenderer’s queries regarding the Tender.

if it is essential that all tenderers attend the pre-Tender meeting (i.e. their tenders will not be considered unless they attend)

due to the consequences of non-attendance for any reason, advice and approval must be obtained from the relevant senior manager, , prior to including the following words, to be typed below:

Attendance by tenderers at the pre-Tender meeting is mandatory. Tenders submitted by tenderers who fail to attend will be passed over.

Delete the following insertion point if a mandatory pre-Tender meeting is not required.

»

End of clause - Pre-Tender Meeting

## Preparation of Tenders

### Alternative Tenders

The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and design concept expressed in the tender document. Where an alternative tender is proposed, submit a detailed description of the alternative stating clearly the manner in which it differs from the detailed requirements of the RFT documents and including separate tender schedules applicable to the alternative.

Delete the following paragraph if tenderers submitting an alternative Tender are not required to submit a fully conforming Tender.

Alternative tenders will not be considered unless the Tenderer has submitted a conforming tender.

End of Paragraph

Include the following paragraph where alternatives will not be considered for certain aspects of the work, otherwise delete.

List aspects, areas or elements for which alternative tenders will not be considered, E.G.: site footprint, general layout and interrelation of major spaces, products, systems, performance of equipment.

Alternatives will not be considered for the following aspects of the work:

»

End of paragraph

#### Mandatory Alternative Tenders

Include where a price is sought from every Tenderer for a specified mandatory alternative, otherwise delete this subclause and the above subheading.

Fully describe what the alternative Tender must cover.

List all mandatory alternative tenders in Tender Schedules - Schedule of Mandatory Alternative Tenders.

Complete and submit with the Tender Form, Tender Schedules – **Schedule of Mandatory Alternative Tenders**. Do not include the price of any mandatory alternative in the price stated on the Tender Form.

The Principal may elect not to proceed with any mandatory alternative tender.

End of subclause - Mandatory Alternative Tenders

Note: If this subclause is deleted also delete Tender Schedules - Schedule of Mandatory Alternative Tenders.

#### Alternative Price Not Subject to Cost Adjustment

Include where the contract is subject to cost adjustment otherwise delete this subclause and the above subheading.

The Principal will consider additional tenders which offer a price not subject to cost adjustment.

End of subclause - Alternative Price Not Subject to Cost Adjustment

### Optional Additional Work

Delete this Clause and the above heading unless tenderers are required to submit tenders for optional additional work.

If this clause is deleted also delete tender Schedules – Schedule of optional additional work.

Optional Additional Work must be distinct items of work that are fully specified in the RFT documents.

only include optional additional work when there is a firm commitment to proceed with the work within available funds. limit optional additional work to a maximum of 10% of the pre-tender estimate.

Complete and submit with the Tender Form, Tender Schedules - **Schedule of Optional Additional Work**. Do not include the price for any optional additional work in the price stated on the Tender Form.

The Principal may elect not to proceed with any optional additional work.

### Qualifications and Departures

Qualifications and departures include any condition, offer or proposal of any nature appearing on any documents submitted with or within the Tender which constitute any variation of, omission from or addition to this RFT.

Where the Tenderer considers a qualification or departure to its Tender is necessary, it may discuss its concern with the nominated contact person and/ or utilise the option, if available, to submit an alternative tender.

Refer to Conditions of Tendering - **Evaluation of Tenders** for information on the evaluation of qualifications and departures.

Submit with the tender the information shown in Tender Schedules - **Schedule of Qualifications and Departures Information**.

### Non-Price Criteria Information

Delete this Clause and the above heading, unless tenderers are required to submit specific non-price criteria for evaluation.

The schedule can also be used in A WEIGHTED PRICE TO NON-PRICE SCORING PROCESS.

if the schedule is being used for a weighted scoring process amend the above heading to ‘weighted non-price criteria information’.

If this clause is deleted also delete tender Schedules – Schedule of Non-Price Criteria information.

refer to detailed guidance in the referenced tender schedule.

Refer to Conditions of Tendering - **Evaluation of Tenders** for information on the evaluation of non-price criteria.

Submit with the tender the information shown in Tender Schedules - **Schedule of Non-Price Criteria Information.**

### Information for “Payment Claim Worksheet”

Submit when requested the details shown in Tender Schedules - **Schedule of Information for General Conditions of Contract - Schedule 3 (Payment Claim Worksheet).**

### Contract Information

Submit when requested the details shown in Tender Schedules - **Schedule of Contract Information**.

### Technical data

Delete this clause and the above heading unless specific technical information is required for the evaluation of tenders.

Keep the number of items to a minimum and only ask for information which is required for Tender evaluation, E.G. where non-price criteria are to be scored and weighted.

Do not ask for confirmation of compliance with contract requirements.

Submit the details shown in Tender Schedules - **Schedule of Technical Data**.

End of clause - Technical Data

Note: If this clause is deleted also delete Tender Schedules - Schedule of Technical Data.

### Program

Refer to General Conditions of Contract clause 22 - Time management.

Submit a program in the form of a bar chart or network diagram, showing how Scheduled Progress will be achieved and including allowance for likely holiday periods; restraints imposed by the Principal’s Documents; any Milestones; and any external dependencies including provision of access and work by others. Refer to Tender Schedules - **Schedule of Program Information** for additional requirements. This program may form part of the Contract under General Conditions of Contract clause 22 - **Time management**.

### Tender Concept Design

Include this clause and the above heading when the contractor is required to provide a concept design for the purposes of Tender evaluation.

Refer to Contract Information item 38 - Scope of design activities.

Submit the details shown in Tender Schedules - **Schedule of Tender Concept Design**.

The Tenderer’s tender concept design, if accepted, will be further developed into the Contractor’s Documents under Preliminaries clause - **Contractor’s Tender Concept Design**. The Tenderer’s tender concept design must be able to satisfy all the design requirements of the Contract.

End of clause - Tender Concept Design

Note: If this clause is deleted also delete Preliminaries clause - Contractor’s Tender Concept Design.

## Submission of Tenders

### Documents to be submitted

The following documents must be completed and submitted by the Tenderer:

List all returnable documents, E.G. Tender form, other Tender schedules, Any mandatory alternative tenders etc.

»

Do not change the text on the Tender Form or Tender Schedules, other than to insert the required information.

Acknowledge on the Tender Form, by listing the applicable Addendum numbers, that the Tender allows for all Addenda issued.

### Submission procedure

Submit the Tender Form, Tender Schedules marked ‘Submit with Tender Form’ and other required documents or information by the date and time given in the advertisement or invitation.

If more than one tender submission is made, mark each submission clearly as to whether it is a copy, an alternative tender, or whether the submission supersedes another submission.

Submit when requested, by the date, time and method stipulated in the request, Tender Schedules marked ‘Submit when requested’ and any other information requested by the Principal to allow further consideration of the Tender.

Failure to meet these requirements may result in the Tender being passed over.

Any tender that is not received in full at close of tenders may be passed over.

### Tenders submitted electronically

Delete this clause and the above heading if this method is not applicable.

Amend the text and links where another electronic tendering METHOD OR SERVICE is used.

Agencies are expected to use the buy.NSW opportunities online service. An agency (a Buyer) can register online and utilize the service using the opportunity WEBSITE below.

note that PBD 2024-01 Mandates that from 31 december 2024, all NSW government agencies are to publish all NSW Government supply opportunities exceeding $150,000 on the buy. NSW OPPORTUNITIES hub. refer to the direction for more detail.

For general enquiries and help, contact [buy.nsw@customerservice.nsw.gov.au](file:///C:\Users\mbonz\Downloads\buy.nsw@customerservice.nsw.gov.au)

the NSW Procurement Service Centre can be contacted on 1800 679 289 or via [NSWBUY@TREASURY.NSW.GOV.AU](mailto:)

Unless alternative arrangements have been agreed in writing before tenders are due to close, tender responses must be lodged through the buy.nsw Supplier Hub online system available at: <https://buy.nsw.gov.au/opportunity>*.*

Tenderers (Suppliers) are required to be registered with Supplier Hub to access tender opportunities. Registration to Supplier Hub is now mandatory for all Suppliers dealing with the NSW Government and is available at <https://buy.nsw.gov.au/login/signup>.

Locate the RFT opportunity by keywords, category, or type and follow the on-screen instructions. Access is generally available 24 hours a day, 7 days per week.

#### Legal status

Tenders submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity, and attention than tenders submitted by other means.

Lodgement of a tender electronically is evidence of a Tenderer’s acceptance of the NSW Government Global terms and conditions which are available with the tender opportunity.

Please note that the following clarifications and interpretations of terms in the referenced NSW Government Global terms and conditions apply to this RFT unless the context requires a different interpretation:

* ‘response’ and ‘quotation’ means ‘tender’;
* ‘Respondent’, ‘user’, you, and ‘Supplier’ means ‘Tenderer’;
* ‘Opportunity’ means this ‘Request for Tenders’ or ‘RFT’; and
* ‘amendment notice’ means ‘Addendum’. Note that the RFT can only be changed by the issue of an instruction in the form of an Addendum. Refer to Clause 5.1.

The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt.

#### Electronic Format for Submissions

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 2021, or any format required by the RFT.

Use the following paragraph if applicable where cad files must be submitted, otherwise delete.

Any CAD files submitted with an electronically lodged tender must be in DGN, DWG, or DXF format. The Principal uses Microstation and Tenderers must ensure that any CAD files submitted that will correctly display and print in Microstation.

Insert any specific file requirements, otherwise delete

»

End of paragraph

#### File Compression

Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Tenderers must not submit self-extracting (\*.exe) zip files.

End of Clause - etendering

### Hard copy tenders

Delete this clause and the above heading if this method is not applicable.

The Tender box must be approved for use by the agency responsible for the project.

The Tender may be submitted in the Tender Box at:

Insert the name and address of the Tender closing office.

»

Insert the name of the contract.

Submit the Tender in a sealed envelope addressed to the Secretary of the Tender Opening Committee and marked with ‘Tender for »’ and the closing date and time.

End of clause - Tender box

### Special requirements for the two-envelope system

Delete this sub-clause and the above heading unless a senior manager determines that use of the two-envelope system is required. A two-envelope system is appropriate where a weighted price to non-price scoring process is approved for use.

This RFT process is being managed under the Two-Envelope system. The Tender must be lodged in two clearly identified packages. A package may be an electronic file, an identified set of files (including a set within a zipped file) or an envelope.

The first package is for Tender Schedules and other documents containing information responding to non-price Tender evaluation criteria and must not include any price information. The second package is for the Tender Form and any other Tender Schedules containing price information. Price information includes Contract Prices, Rates, Lump Sum Amounts, Provisional Sums and Amounts for Alternative Tenders.

Each package, document or file lodged with the Tender Form must be marked with the applicable identifier, as shown below:

“Envelope 1: Non-price information”

“Envelope 2: Price information”

### Late Tenders

In accordance with the NSW Government *Supplier Code of Conduct,* late tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised.The *Supplier Code of Conduct* is available on the buy.nsw website at <https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>*.*

## Procedures after closing of Tenders

### Evaluation of Tenders

**refer to** [**HTTPS://BUY.NSW.GOV.AU/BUYER-GUIDANCE/SOURCE/SELECT-SUPPLIERS/EVALUATION-CRITERIA**](https://buy.nsw.gov.au/buyer-guidance/source/select-suppliers/evaluation-criteria) **for information on tender evaluation criteria.**

**Signing of tenders:**

* **unless it is expressly stated that unsigned tenders will not be considered, Tenders where the tender Form and/ or other Tender Schedules are unsigned or the signature blocks are incomplete may be considered for EVALUATION provided it is clear what legal entity submitted the tender.**

however, it is recommended that The signature blocks in the tender Form and other Tender Schedules for the PREFERRED tenderer be completed prior to an award of contract, as this provides evidence:

* + **of the tenderer’s acceptance of applicable tender conditions as per the relevant schedules; and**
  + **that the tenderer intended to make the offer and will accept any subsequent contract.**

In evaluating tenders, the Principal may take into consideration factors including, but not limited to: whole of life costs; ability to meet requirements of the NSW Government *Supplier Code of Conduct, Aboriginal Participation Policy,* and other referenced policies; innovation; delivery time; quality offered; previous performance; experience; capability; work health and safety performance; reasonable steps in dealing with modern slavery,workplace and industrial relations performance; environmental management performance; quality management capability; community relations; value adding including economic, social and environmental initiatives; and conformity.

#### Weighted Non-Price Evaluation

Delete the following paragraphs and the above heading unless a weighted scoring process is to be used for Tender evaluation.

Insert the ratio of price to non-price criteria, E.G. ‘60:40’.

Tenders will be assessed using a weighted scoring process based on information provided with the Tender. The ratio of price to non-price criteria will be » : ».

The non-price criteria (in priority order with most important listed first) will be:

list the criteria that will be weighted and scored. minimize criteria to that required to compare tenders. ensure the criteria can be effectively scored. don’t include mandatory compliance requirements. Use the wording of the criteria in the approved Tender Evaluation Plan.

list the criteria in order of importance. This will allow compliance with the enforceable procurement provisions (EPP) if the RFT is a ‘covered procurement’. refer to the above link for further information.

Note, it is not necessary to show the relative weightings of each criterion.

the tender schedule provided in Tender Schedules - Schedule of Non-Price Criteria Information can be utilised for identifying specific information that tenderers are required to provide to address the specified non-price criteria.

expand the schedule and add schedules as required.

»

The Principal may elect to pass over a Tender from a Tenderer with an assessed score on any of the above non-price criteria that is below a threshold acceptable to the Principal.

End of Paragraphs

#### Dealing with Modern Slavery

Delete the following paragraphs and the above heading where conditions of Tendering clause - Dealing WITH MODERN Slavery and tender schedules – SCHEDULE of compliance for dealing with Modern Slavery have been deleted.

the tender schedules—SCHEDULE of compliance for dealing with Modern Slavery allows the tenderer‘s submission required by the schedule to be evaluated by:

* evaluation as ‘non-price criteria’ without weighting

(generally for procurements requiring Light, Minimal or Standard Due Diligence); or

* evaluation as ‘WEIGHTED non-price criteria’ under a weighted scoring process (Wsp).

(generally for procurements requiring a heightened Standard of Due Diligence).

tools to determine the appropriate due diligence level are REFERENCED in general conditions of contract – schedule 16 - DEALING with modern slavery.

the model modern slavery tender clauses included on the website link shown in the conditions of Tendering clause - Dealing WITH MODERN Slavery provide evaluation guidance for both cases. this guidance can be used in the principal’s Tender EVALUATION plan.

Use MS Option 1 when the tenderer’s submission will be EVALUATED without a Wsp. Delete MS option 2.

Use MS Option 2 when the tenderer’s submission will be EVALUATED using a Wsp. Delete MS option 1.

MS option 1

The Tenderer’s submission will be evaluated with reference to the criteria included in Tender Schedules - **Schedule of Compliance for Dealing with Modern Slavery**.

end of MS option 1

MS option 2

The Tenderer’s submission will be evaluated with reference to the criteria included in Tender Schedules - **Schedule of Compliance for Dealing with Modern Slavery**, using a weighted scoring process.

When MS option 2 is used, include ‘dealing with modern slavery’ in the non-price criteria list under the sub-clause ‘Weighted Non-Price Evaluation’ in this clause.

end of MS option 2

### Acceptance of Tender

The Principal may accept tenders that do not conform strictly with all requirements of the RFT documents.

The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender document may be passed over.

No Tender, or qualification or departure from a contract condition or specification, is accepted unless the Principal gives an acceptance or formal agreement in writing.

Ensure that the client/ responsible agency understands the tendering processes and has a firm intention to proceed as per the *NSW SUPPLIER CODE OF CONDUCT* prior to calling tenders.

note that a letter of award accepting a tender accepts all qualifications in that tender that have not been removed by agreement with the tenderer.

Refer to the notes and guidance in General Conditions of CONTRACT Schedule 14: *Deed of Contract Agreement & Formal Instrument of Agreement* for more information on ACCEPTING a tender.

Include the next paragraph when sections of work may not be awarded, otherwise delete.

Tenders may be accepted for the whole of the work or specific sections as follows:

»

End of paragraph

Include the next paragraph only when compelling reasons exist to award parts of the work to different Tenderers, otherwise delete.

Ensure that the responsible agency is made aware of a possible increase in total costs of site establishment, preliminaries, contract administration (of the Contractor and the Principal).

Detail the Principal’s options.

Separate contracts may be awarded for specific sections to different Tenderers as follows:

»

End of paragraph

### Protection of privacy

The Tenderer warrants, in respect of any personal information provided in this Tender or any contract arising from this Tender, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

that the information is being collected for the purpose of evaluating tenders and administering any contracts arising from those tenders and may be made available to other NSW government agencies or local government authorities for those purposes;

whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and

of the existence of any right of access to, and correction of, the information.

**END OF SECTION – CONDITION OF TENDERING**