



HIGH COURT OF AUSTRALIA

REQUEST FOR TENDER

REQUEST FOR TENDER IN RELATION TO THE PROCUREMENT OF PAYROLL SERVICES

The Commonwealth of Australia as represented by the High Court of Australia

ABN 69 445 188 986

CONTENTS

1.	Introduction	1
	1.1. Approach to market	1
	1.2. Key terms	1
	1.3. Form of contract	2
	1.4. Governing law	3
2.	Obtaining RFT documentation	3
	2.1. RFT available on AusTender	3
	2.2. Industry briefing	3
3.	Lodging Tenders	4
	3.1. Electronic lodgement	4
	3.2. Tender closing time and date	4
	3.3. Preparing to lodge a Tender	4
	3.4. Scanned or imaged material, including Statutory Declarations	4
	3.5. Late lodgement policy	4
4.	Additional information and variations to the RFT documentation	5
	4.1. Requests for Additional Information	5
	4.2. Variation of the RFT	6
	4.3. Termination of the RFT	6
	4.4. Errors & alterations	6
5.	Information management	7
	5.1. The High Court's confidential information	7
	5.2. Tenderer's confidential information	7
	5.3. Use of Tender documents	8
6.	Policy and law	8
	6.1. Ethical dealing	8
	6.2. Conflicts of interest	8
	6.3. Application of law and Commonwealth policy	9
	Workplace Gender Equality	9
7.	Matters concerning Tender response	10
	7.1. Tender response requirements	10
	7.2. Tenderers to inform themselves	12
	7.3. Disclaimer	13
	7.4. Offers and acceptance of offer	14
	7.5. Complaints	14

8.	General matters	14
8.1.	Prices and units	14
9.	Evaluation of Tenders	15
9.1.	Evaluation process	15
9.2.	Security, probity and other checks	16
9.3.	Minimum Content and Format Requirements	16
9.4.	Conditions for participation	17
9.5.	Essential requirements	17
9.6.	Clarification, short-listing and negotiations	17
10.	Other Matters	18
10.1.	Public Statements	18
10.2.	Additional Rights of the High Court	18
10.3.	Debriefing	19
SCHEDULE 1	STATEMENT OF REQUIREMENT	20
SCHEDULE 2	TENDER RESPONSE FORMS	22
SCHEDULE 3	DRAFT CONTRACT	38

REQUEST FOR TENDER

REQUEST FOR TENDER IN RELATION TO THE PROCUREMENT OF PAYROLL SERVICES

1. Introduction

1.1. Approach to market

- 1.1.1. The High Court invites Tenders for the provision of **^Insert a brief description of the Supplies^** in accordance with this Request for Tender (RFT).

Note to Procurement Officer: Once a preferred Tenderer is selected, the description of the Supplies in Schedule 1 may need some adjustment depending on the terms of the selected tenderer. It is still important that the Supplies in Schedule 1 of the RFT are described with certainty and clarity so that they can be copied directly into the contract – to reduce the risk of ‘post Tender negotiation’ from a preferred Tenderer.

- 1.1.2. A summary of the High Court and a detailed description of the Supplies are set out in Schedule 1.

1.2. Key terms

- 1.2.1. The following table sets out the details of some key terms used in this RFT:

Closing Time	2:00pm Canberra time on ^Insert date by which Tenders should be received^
Contact Officer	^Identify the Contact Officer^ ^Identify position^ The High Court of Australia Parkes Place, PARKES ACT 2600 ^identify email details^@hcourt.gov.au
Deadline for Submission of Tenderers’ Questions	2:00pm Canberra time on ^insert date by which all Tenderer queries should be received^
Draft Contract	the document set out in Schedule 3
High Court	Commonwealth of Australia as represented by the High Court of Australia
High Court’s tender web page	Means the web page at the following link - http://www.hcourt.gov.au/about/tenders
Offer Period	^Insert number of days^ after the Closing Time
Supplies	the ^services and/or goods^ set out in Schedule 1
Tender	any Tender submitted in response to this RFT

Tender Box	By email ^identify email details^@hcourt.gov.au
Tender Response Forms	the Tender Response Forms set out in Schedule 2
Tenderer	any entity which submits a Tender or, where the context requires, is proposing to submit a Tender

Note to Procurement Officer:

Closing Time

The Closing Time date should be on a weekday in the place where the Tender will be received, to avoid situations when it may be difficult for Tenderers to contact the High Court. The CPRs require that the Closing Time should be at least 25 days after the Release Date. As a general principle, the High Court should adopt the CPR requirements. If you wish to adopt a shorter time period – please contact the CFO.

Contact Officer

This is the one point of contact for the RFT (except for complaints which are dealt with by the Complaints Officer – see paragraph 7.5.1). Having a single point of contact is important to ensure consistency and equality of information between the High Court and Tenderers. For complex or high dollar value Tenders or Tenders where it is expected that there will be a large number of Tenderers, the High Court should consider whether a dedicated telephone number and/or email address should be created. This would assist in managing contact with Tenderers and in maintaining records of all contact.

Offer Period

The Offer Period should allow ample time for the evaluation of Tenders, negotiation with selected Tenderers and to obtain all necessary approvals to enter into a contract. However, requiring Tenderers to hold their offers open for excessive periods may add considerably to the Tenderers' cost of Tendering and these costs are likely to be passed onto the High Court in the contract price.

Supplies

This is the term used in this RFT to refer to goods and/or services being procured. The terms should match the contract that is being used and that is annexed to this RFT template.

1.3. Form of contract

- 1.3.1. The High Court proposes to enter into a contract with the successful Tenderer substantially in the form of the Draft Contract.

1.4. Governing law

- 1.4.1. This RFT is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

2. Obtaining RFT documentation

2.1. RFT available on AusTender

- 2.1.1. This RFT is available on the High Court's tender web page.
- 2.1.2. Entities proposing to lodge a response are requested to register with the Contact Officer to facilitate communications regarding this RFT. Communications regarding this EOI will also be posted on the High Court's tender web page.
- 2.1.3. . Industry briefing

Note to Procurement Officer:

In some situations, the High Court may wish to provide an industry briefing to interested parties. Things to consider include:

- is attendance at the briefing optional or compulsory? Unless there are special circumstances we recommend against making attendance compulsory.
- when will it be conducted? Tenderers will need to have had time to review the RFT documentation, but will need enough time to reflect the briefing in their Tenders.
- is there a restriction on the number of attendees a Tenderer can send?
- should Tenderers and attendees have signed confidentiality deeds prior to attending the briefing (see paragraph 5.1 below)?

The following paragraph is an example of how an industry briefing could be organised. If there is to be an industry briefing, the paragraph should be reviewed and amended as appropriate. If there is not going to be an industry briefing, the paragraph should be deleted in its entirety.

- 2.1.4. The High Court will be conducting an industry briefing concerning the RFT. Details of the industry briefing are:

^Insert time and date^

^Insert location^

- 2.1.5. Attendance at the industry briefing is optional, however Tenderers are encouraged to attend. Tenderers should provide written notice to the Contact Officer no later than ^insert date^ setting out the names and contact details for all persons who will be attending the industry briefing. Attendees who have not

been notified to the Contact Officer by this time may be refused entry to the industry briefing.

3. Lodging Tenders

3.1. Electronic lodgement

3.1.1. Tenders must be lodged electronically via the High Court's website before the Closing Time and in accordance with the tender response lodgement procedures set out in this RFT.

3.2. Tender closing time and date

3.2.1. Tenders must be lodged before the Closing Time. Respondents must allow sufficient time to upload and transmit their response.

3.3. Preparing to lodge a Tender

3.3.1. The High Court will accept Tenders lodged in Microsoft Word 2000 (or above), Microsoft Excel 2000 (or above) or PDF format.

3.3.2. The Tender file name/s:

- a. should incorporate the Tenderer's company name; and
- b. should reflect the various parts of the Tender they represent, where the Tender comprises multiple files.

3.3.3. Tender files should/must **^High Court to specify^** not exceed a combined file size of **^High Court to specify limit^** megabytes per upload.

3.3.4. Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference. All supporting material that is not directly related to this Tender should be provided in/on **^High Court to specify i.e. d, CD, DVD, hard copy^** which must be received by the Contact Officer at the address specified, within **^High Court to specify days^** days of the Closing Time.

3.4. Scanned or imaged material, including Statutory Declarations

3.4.1. In the event that the High Court requires clarification of a lodged Tender, the Tenderer may be required to courier or security post the originals of signed and/or initialled pages to High Court addressed to the Contact Officer and within the timeframe specified by the High Court.

Note to Procurement Officer: The Procurement officer needs to consider the text in red above and amend according to the High Court's requirements.

3.5. Late lodgement policy

3.5.1. Any Tender (including a Tender already received by the High Court at a point other than the nominated Tender Box) will be deemed to be late if it is not lodged in accordance with paragraph 3.1.1.

3.5.2. Subject to paragraph 3.5.3, the High Court will not admit a late Tender to evaluation.

3.5.3. The High Court will admit to evaluation any Tender that was received late solely due to mishandling by the High Court. For the avoidance of doubt, 'mishandling by the High Court' does not include mishandling by a courier or mail service provider engaged by the Tenderer to deliver the Tender. It is the responsibility of each Tenderer to ensure that their Tender is dispatched and lodged in accordance with paragraph 3.1.1.

Note to Procurement Officer:

A late Tender may be opened to determine a return address or which RFT process the Tender relates to. Where this has occurred the High Court should advise the Tenderer that the Tender has been rejected due to lateness and was opened solely to identify a return address or the relevant RFT process .

4. Additional information and variations to the RFT documentation

4.1. Requests for Additional Information

4.1.1. Requests for further information in relation to this RFT must be directed in writing to the Contact Officer by the Deadline for Submission of Tenderers' Questions.

4.1.2. Subject to paragraph 7.5, the only point of contact for all matters relating to this RFT and the RFT process is the Contact Officer.

4.1.3. The High Court will determine what, if any, response should be given to a Tenderer question. The High Court may circulate Tenderer questions and the High Court's response to those questions to all other Tenderers without disclosing the source of the questions or revealing any confidential information of a Tenderer via the High Court's [tender](#) web page. Tenderers should identify in their question what, if any, information in the question the Tenderers consider is confidential. Inappropriate identification of information as confidential will be considered by the High Court when determining what, if any, response will be given.

4.1.4. If a Tenderer believes it has found a discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by the High Court, the Tenderer should promptly notify the Contact Officer setting out the error in sufficient detail so that the High Court may take the corrective action, if any, it considers appropriate.

Note to Procurement Officer

If an error is notified, it may be appropriate for the High Court to issue a formal addendum to the RFT – see below paragraph 4.2

4.2. Variation of the RFT

- 4.2.1. The High Court may amend this RFT or vary or suspend the RFT process at any time, including but not limited to the timeframes and dates set out in this RFT.
- 4.2.2. If the High Court does so prior to the Closing Time, the High Court will issue a formal addendum to the RFT via the High Court's [tender](#) web page or email.

Note to Procurement Officer:

To ensure Tenderers are treated fairly, the High Court should:

- provide timely notice to all Tenderers of any amendments to the RFT; and
- provide all Tenderers with sufficient time to revise their Tenders (if necessary) where an amendment is made.

In some situations, this may mean that it is appropriate to extend the Closing Time. If the High Court is going to provide an addendum via email it should do so to all Tenderers. We recommend issuing an addendum on the website and email for greater transparency with Tenderers.

4.3. Termination of the RFT

Note to Procurement Officer:

A contract must be awarded if a preferred Tenderer:

- satisfies the conditions for participation;
- is fully capable of undertaking the contract; and
- whose submission is determined to provide the best value for money, as assessed against any essential requirements and the evaluation criteria.

- 4.3.1. The High Court may terminate the RFT process at any time at the High Court's absolute discretion.

4.4. Errors & alterations

- 4.4.1. Tenderers should ensure that any errors or alterations made to a Tender are clearly identified and, where appropriate, initialled. Any alteration or erasure made to a Tender that is not clearly identified may result in the Tender being excluded from consideration.
- 4.4.2. Tenders in which prices are not clearly and legibly stated may be excluded from consideration.
- 4.4.3. If the High Court considers that there are unintentional errors of form in a Tender, the High Court may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.

5. Information management

5.1. The High Court's confidential information

- 5.1.1. Tenderers must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the High Court, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the High Court and which the High Court indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
- 5.1.2. The High Court may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:
- a. returned to the High Court - in which case Tenderers will be required to promptly return all such information to the address identified by the High Court; or
 - b. destroyed by Tenderers - in which case Tenderers will be required to promptly destroy all such information and provide High Court with written certification that the information has been destroyed.
- 5.1.3. The High Court may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to paragraph 5.1.

Note to Procurement Officer

If the High Court is going to be providing any confidential information to Tenderers, in some situations, it may be appropriate to require Tenderers to sign a Confidentiality Deed prior to them being provided with some or all of the information relating to the RFT (e.g. where the relevant documentation contains classified or otherwise sensitive material).

The High Court should seek legal advice prior to issuing the RFT as amendments to this paragraph would be required.

5.2. Tenderer's confidential information

- 5.2.1. Subject to paragraphs 5.2.2 and 5.2.3, the High Court will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.
- 5.2.2. The High Court will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
- a. is disclosed by the High Court to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant contract;

- b. is disclosed to the High Court's internal management personnel, solely to enable effective management or auditing of the RFT process;
- c. is disclosed by the High Court to other emanations of the Commonwealth for the proper purposes of the Commonwealth;
- d. is authorised or required by law to be disclosed; or
- e. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

Tenderers should also refer to paragraphs 6.3.1.b to d.

5.2.3. The High Court will only keep information contained in, or obtained or generated in performing, any contract entered into with the successful Tenderer, including any information sourced from the successful Tenderer's Tender, confidential in accordance with the terms of the contract. Tenderers should include in Attachment 8: Statement of Compliance in Schedule 2 any request for such information to be treated as confidential following the award of contract to it.

5.3. Use of Tender documents

- 5.3.1. All Tenders become the property of the High Court upon submission.
- 5.3.2. Notwithstanding paragraph 5.3.1 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information contained in a Tender remains unchanged.
- 5.3.3. However, the High Court may use any material contained in a Tender, or otherwise provided by the Tenderer, for the purposes of the RFT process and the preparation and management of any resultant contract.

6. Policy and law

6.1. Ethical dealing

- 6.1.1. The High Court may exclude from consideration any Tender lodged by a Tenderer that has engaged in any behaviour contrary to its declaration in Attachment 2: Tenderer's Deed in Schedule 2. In addition, the High Court may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the High Court may have under law or in any contract with a successful Tenderer.

6.2. Conflicts of interest

- 6.2.1. Tenderers should represent and declare in Attachment 2: Tenderer's Deed in Schedule 2 whether, at the time of lodging their Tender, a conflict of interest concerning itself or a related entity exists, or might arise during the term of the contract or in relation to the Tender.
- 6.2.2. If a conflict of interest arises, the High Court may:
 - a. exclude the Tender from further consideration;

- b. enter into discussions to seek to resolve the conflict of interest; or
- c. take any other action it considers appropriate.

6.3. Application of law and Commonwealth policy

- 6.3.1. Tenderers are considered to have familiarised themselves with all relevant Commonwealth legislation and policies relating to the RFT process and the provision of the Supplies including:
- a. Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
 - b. the *Freedom of Information Act 1982* (Cth) which requires Australian Government departments and agencies to provide access to certain documents in their possession;
 - c. the *High Court Act 1979* (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of the High Court;
 - d. the *Ombudsman Act 1976* (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors;
 - e. the *Privacy Act 1988* (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach an Australian Privacy Principle under the *Privacy Act* (Cth) if done by the Commonwealth. The *Privacy Act* (Cth) also imposes obligations directly on contractors and subcontractors;
 - f. the *Work Health and Safety Act 2011* (Cth) which requires a person conducting a business or undertaking to ensure the health and safety of all workers; and
 - g. the *Public Interest Disclosure Act 2013* (Cth) which aims to promote the integrity and accountability of the Commonwealth public sector.
- 6.3.2. More information on policies relevant to the Supplies are set out in Schedule 1.

Note to Procurement Officer.

The High Court may wish to add other policies or legislation that are relevant to the High Court or the specific procurement.

Workplace Gender Equality

- 6.3.3. Tenderers must indicate in the Tenderer's Deed (see Attachment 2: Tenderer's Deed in Schedule 2), whether or not they are a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender submission, or if selected as the preferred or successful Tenderer, upon request from the High Court and prior to entering into any contract.

7. Matters concerning Tender response

7.1. Tender response requirements

- 7.1.1. Tenderers should address each of the evaluation criteria specified in the table below by completing the Tender Response Forms contained in Schedule 2. Tenderers may include additional information in their Tenders, however the Tenderer's response to each of the Tender Response Forms will form the basis of the evaluation. Each Tender Response Form should commence on a new page.

Note to Procurement Officers:

As currently drafted, Tenderers are required to complete the Tender Response Forms.

The evaluation criteria require careful consideration. The High Court should specify all the criteria that you will take into account in evaluating Tenders in the following table, along with the information that Tenderers are required to provide regarding that criteria. The following table contains criteria that are likely to apply in a wide range of RFT processes. However, additional or alternative criteria may be relevant for particular RFT processes.

The CPR's require Evaluation Criteria to be ranked in order of relative importance. There is no requirement for weightings to be provided to the tenderers (although for probity reasons they should be determined before tenders are opened). The CPR's are not binding on the High Court although they do represent best practice. If it is not proposed to rank the

In order to reduce the time and cost of Tendering, the High Court should avoid requesting information in excess of what is necessary to properly evaluate the Tenders.

Demonstrated capability to meet Australian standards

Paragraph 10.11 of the CPRs requires that Tenderers demonstrate the capability to meet all applicable Australian standards. This is addressed in evaluation criterion 1 - Service Delivery, with Tenderers required to provide details in their response to Attachment 3: Supplies Delivery in Schedule 2. See also Item 4 in Schedule 1.

Item	Evaluation Criterion	Required Information	Ranking or Weighting (if applicable)	Tenderer Checklist
1	Supplies delivery	Tenderers should provide details of how they would provide the Supplies by completing Attachment 3: Supplies Delivery in Schedule 2 and table 1 in Attachment 8: Statement of Compliance in Schedule 2.		
2	Tenderer's experience	Tenderers should provide details of their experience by completing Attachment 4: Tenderer's Experience in Schedule 2.		
3	Tenderer's management capability and key personnel	Tenderers should provide details about their management capability and key personnel (and availability of such personnel) by completing Attachment 5: Tenderer's Management Capability and Key Personnel in Schedule 2.		
4	Pricing information (see also paragraph 8.1 of this RFT)	Tenderers should complete the price schedule at Attachment 6: Price Schedule in Schedule 2.	<div style="border: 1px solid blue; padding: 5px;"> <p>Note to Procurement Officer: Generally we would recommend against Price being weighted.</p> </div>	
5	Financial viability	Tenderers should complete the Attachment 7: Financial Viability Questionnaire in Schedule 2.	<div style="border: 1px solid blue; padding: 5px;"> <p>Note to Procurement Officer: Generally we would recommend against this criterion being</p> </div>	

			weighted and that you consider using a general 'Risk' criterion which would cover Financial viability and Tenderer's compliance with the Draft Contract as well as other risks.	
6	Tenderer's compliance with the Draft Contract	Tenderers should indicate their compliance with the Draft Contract by completing table 2 Attachment 8: Statement of Compliance in Schedule 2.	Note to Procurement Officer : Generally we would recommend against this criterion being weighted and that you consider using a general 'Risk' criterion which would cover Financial viability and Tenderer's compliance with the Draft Contract as well as other risks.	
7	Respondent's Deed	Tenderer's should complete and return Attachment 2		
8	Quality of Sample	Tenderers should provide a sample of the goods offered.		

7.1.2. Tenderers should provide their details by completing the form at Attachment 1: Tenderer's Details in Schedule 2.

7.1.3. Tenderers must complete and execute the Attachment 2: Tenderer's Deed in Schedule 2.

7.2. Tenderers to inform themselves

7.2.1. Information in this RFT concerning current or past requirements, volumes, location, environment or other relevant matters has been prepared from information available to the High Court and may not have been independently

verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, the High Court does not guarantee that this information will remain true at any future point in time.

- 7.2.2. The High Court has no liability to any Tenderer should any information or material provided with respect to this RFT or the Supplies be inaccurate or incomplete or if actual volumes, locations, environments or other relevant matters vary from the High Court's current expectations.
- 7.2.3. Tenderers are considered to have:
- a. examined this RFT, including any variations or addenda to the RFT, any documents referenced in this RFT and any other information made available by the High Court to Tenderers for the purpose of Tendering;
 - b. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tenders;
 - c. satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices;
 - d. made their own independent assessments of actual workload requirements under any resultant contract and all prices will be presumed by the High Court to have been based upon Tenderers' own independent assessments; and
 - e. satisfied themselves as to the terms and conditions of the Draft Contract and their ability to comply with the Draft Contract, subject to their responses to Attachment 8: Statement of Compliance in Schedule 2.
- 7.2.4. In preparing their Tenders, Tenderers must not rely on:
- a. any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFT other than amendments in accordance with paragraph 4; or
 - b. any warranty or representation made by or on behalf of the High Court, except as are expressly provided for in this RFT.
- 7.2.5. The High Court will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT.

7.3. Disclaimer

- 7.3.1. This RFT is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

- 7.3.2. The High Court is not liable to any Tenderer on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT, the procurement of any or all of the Supplies or a Tenderer's participation in this RFT process, including instances where:
- a. a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
 - b. the High Court varies the RFT process;
 - c. the High Court elects to enter into a contract for all or any of the Supplies with any party, whether or not that party was a Tenderer in this RFT process;
 - d. the High Court decides to terminate the RFT process or not to contract for all or any of the Supplies; or
 - e. the High Court exercises or fails to exercise any of its other rights under or in relation to this RFT.

7.4. Offers and acceptance of offer

- 7.4.1. Lodging a Tender will constitute an offer by the Tenderer to provide the Supplies on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its response to Attachment 8: Statement of Compliance in Schedule 2 for a period of not less than the Offer Period.
- 7.4.2. A Tender will not be taken to have been accepted until a formal contract has been executed by the Tenderer and the High Court. Notice by the High Court to any Tenderer that it is, or is not, a preferred or successful Tenderer will not constitute an acceptance or rejection of any Tender.

7.5. Complaints

- 7.5.1. Any complaints arising out of the RFT process should be directed to the Complaints Officer:

Ben Wickham

enquiries@hcourt.gov.au

8. General matters

8.1. Prices and units

- 8.1.1. The Tender must be written in English.
- 8.1.2. All measurements must be expressed in Australian legal units of measurement.
- 8.1.3. Tendered prices should be inclusive of:

- a. GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth));
 - b. all costs of complying with this RFT; and
 - c. all costs associated with doing all things necessary for the due and proper completion of the proposed contract.
- 8.1.4. Tenderers from the public sector should note that Competitive Neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.
- 8.1.5. Tenderers from the public sector should demonstrate in their pricing that Competitive Neutrality requirements have been met, including:
- a. payment of relevant taxes and charges;
 - b. rates of return; and
 - c. cost of funds.
- 8.1.6. Australian Government policy requires Australian Government agencies to effect payment to its suppliers via electronic funds transfer direct to suppliers' bank accounts, unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas.

9. Evaluation of Tenders

9.1. Evaluation process

Note to Procurement Officer:

The Tender evaluation should be based on the evaluation criteria notified to Tenderers in this paragraph 9 of the RFT. Paragraph 9.1.1 notifies Tenderers that the object of the evaluation process is to identify the Tenderer which best meets the High Court's requirements and represents value for money.

- 9.1.1. Following the Closing Time, Tenders will be evaluated to identify the Tender that represents best value for money on the basis of the evaluation criteria set out in paragraph 7.1.1 and taking into account relevant Commonwealth policy and this RFT. Value for money is a comprehensive assessment involving a comparative analysis of the relevant financial and non-financial costs and benefits of the Tenders, including an assessment of risk.
- 9.1.2. In conducting the evaluation, the High Court may take into account information provided by a Tenderer in response to one evaluation criterion in its evaluation of another evaluation criterion.

Note to Procurement Officer:

In some RFT processes, the evaluation criteria may not be weighted, or will all be considered to be as important as others. If this is the case, this paragraph

should be amended to read 'The evaluation criteria are [weighted so as to reflect] [listed in]'. Any weighting or order of importance should also be reflected in the Procurement Plan. Note that for achieving value for money, the lowest price may not necessarily be the most valuable.

- 9.1.3. The evaluation criteria are not specified in any order of importance. If any additional evaluation criteria are intended to be applied in evaluating Tenders, the High Court will notify Tenderers who will be given an opportunity to respond.
- 9.1.4. The High Court may at any time exclude a Tender from consideration if the High Court considers that the Tender is incomplete or clearly not competitive. However, the High Court may consider such Tenders and seek clarification in accordance with paragraph 9.6.
- 9.1.5. The High Court is not bound to accept the lowest priced (or any) Tender.

9.2. Security, probity and other checks

- 9.2.1. The High Court may perform such security, probity and financial investigations and procedures as the High Court may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- 9.2.2. Tenderers should promptly provide the High Court with such information or documentation that the High Court requires in order to undertake such investigations. The High Court may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to the High Court in this regard, or based on the outcomes of the investigations or procedures.
- 9.2.3. The Tender evaluation process may involve:
- a. visits to some or all Tenderers' sites; or
 - b. discussions with, and/or visits to, customers or subcontractors of some or all Tenderers, whether or not the customers are provided as referees by the relevant Tenderer.

The High Court may also make independent enquiries about any matters that may be relevant to the evaluation of a Tender.

9.3. Minimum Content and Format Requirements

Note to Procurement Officer:

Paragraph 9.3.1 sets out the minimum content and format requirements which Tenders are required to meet in order to be further evaluated by the High Court. If a Tender does not meet these requirements, the High Court must automatically exclude the Tender from further consideration in the evaluation process, except that the High Court may allow Tenderers to correct unintentional errors of form.

9.3.1. Subject to paragraph 4.4.3, the High Court will exclude a Tender from further consideration if the High Court considers that the Tender does not comply with any one or more of the following requirements:

- a. the Tender is written in English (see paragraph 8.1.1);
- b. measurements are expressed in Australian legal units of measurement (see paragraph 8.1.2);
- c. the Tender includes a completed and signed Tenderer's Deed in the form provided (see Attachment 2: Tenderer's Deed in Schedule 2); or
- d. **^insert any additional minimum content and format requirements^.**

9.4. **Conditions for participation**

Note to Procurement Officer:

Paragraph 9.4.1 sets out the conditions for participation which Tenderers are required to meet in order to be further evaluated by the High Court. If a Tenderer does not meet these requirements, the High Court must automatically exclude the Tender from further consideration in the evaluation process.

9.4.1. The High Court will exclude a Tender from further consideration if at any time before a contract is executed the High Court considers that the Tenderer does not meet any one or more of the following conditions for participation:

- a. the Tenderer exists as a legal entity at the Closing Time; or
- b. **^insert details^.**

9.5. **Essential requirements**

Note to Procurement Officer:

This paragraph should only be included where there are 'essential requirements' as part of the supply of the Supplies. As the High Court must exclude any Tender that does not comply with an essential requirement, these should be carefully considered and clearly identified (and appropriately drafted). If there are no essential requirements, then this paragraph should be amended to read 'There are no essential requirements' and Schedule 1 (including the heading) should be amended accordingly.

9.5.1. The High Court will exclude a Tender from further consideration if at any time before a contract is executed the High Court considers that the Tender does not comply with an essential requirement identified in Schedule 1 Item 3.

9.6. **Clarification, short-listing and negotiations**

9.6.1. The High Court may:

- a. use any relevant information obtained in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent inquiry) in the evaluation of Tenders;
 - b. seek clarification or additional information from any Tenderer for the purposes of Tender evaluation;
 - c. shortlist one or more Tenderers and seek further information from them;
 - d. enter into negotiations or discussions with one or more Tenderers; or
 - e. discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is the preferred Tenderer.
- 9.6.2. Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests which may arise during Tender evaluation or receiving other notices during the RFT process. Tenderers should include the name, address and contact details of that person in the form at Attachment 1: Tenderer's Details in Schedule 2. The person nominated by the Tenderer must be authorised to represent and bind the Tenderer in relation to this RFT.

10. Other Matters

10.1. Public Statements

- 10.1.1. Except with the prior written approval of the High Court, Tenderers must not make a statement, issue any document or material or provide any other information for publication in any media, concerning Tender evaluation, the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that a Tenderer is the preferred Tenderer.
- 10.1.2. The High Court may exclude a Tender from further consideration if the Tenderer does not comply with this requirement.

10.2. Additional Rights of the High Court

- 10.2.1. Without limiting other rights contained in this RFT, the High Court may do any or all of the following at any time:
- a. seek amended Tenders or call for new Tenders;
 - b. forward any clarification about this RFT to all known Tenderers on a non attributable basis and without disclosing any confidential information of a Tenderer;
 - c. allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer, including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer; and

- d. negotiate with one or more persons who have not submitted Tenders or enter into a contract or other binding relationship for similar services to the Supplies outside the RFT process.

10.2.2. Disclosure to Tenderers of any information concerning this RFT process is at the complete discretion of the High Court unless expressly provided otherwise in this RFT.

10.3. Debriefing

Note to Procurement Officers:

The High Court should promptly inform affected Tenderers of the Tender decision and, on request, provide an unsuccessful Tenderer with the reasons its submission was not successful. On request, debriefings must also be provided to successful Tenderers.

10.3.1. Tenderers may request an oral Tender debriefing following the award of a contract. Tenderers requiring a debriefing should contact the Contact Officer.

10.3.2. Tenderers will be debriefed against the evaluation criteria set out in this RFT. A Tenderer will not be provided with information concerning other Tenders, except for publicly available information such as the name of the successful Tenderer and the total price of the winning Tender. No comparisons with other Tenders will be made.

SCHEDULE 1 STATEMENT OF REQUIREMENT

1. Overview

Note to Procurement Officer:

Insert a brief summary of the Supplies and any background details necessary to assist Tenderers' understanding of the requirement. This section could also include such things as historical data concerning demand levels, details of sites where the Supplies may be required.

1.1. Structure of the High Court

1.1.1. ^Insert a brief description of the High Court.

1.1.2. Insert a summary of how the Supplies relate to the High Court's operations, for example, a description of the program or function that the Supplies will support^

1.2. Summary of Supplies

1.2.1. ^Describe the scope of the requirements i.e. where the requirements fit into the High Court's overall plan^

1.2.2. ^If relevant, describe the background to or intended purpose of the procurement^

1.2.3. ^Insert a statement of the overall outcomes required^

2. Required Supplies

Note to Procurement Officer:

The RFT must specify the quantity (or if the quantity is not known, the work to be provided, expected outcomes and clear performance measures) of the Supplies to be procured. The Department of Finance has provided guidance on how to estimate quantity, in particular that the High Court may consider the procurement need, relevant historical data and market data (including from other entities, the private sector and specialist advisors). The guidance also notes that where the RFT is used to establish a panel, the RFT could indicate that the estimated quantity procured is expected to be 'at least' a certain amount, and that more precise quantities would be determined and specified when issuing work orders under the panel.

The RFT must also specify any dates for delivery of Supplies, taking into account the complexity of the procurement. Department of Finance guidance states that if the delivery date is not known, the High Court could meet this requirement by including the expected delivery date, identifying that it is an expected date and may be subject to change. The reason for the change may be included if it is not sensitive.

Ensure that particulars set out here are consistent with the body of the contract, since paragraph 1.2.2 of the contract prevails over the Schedule Items to the extent of any inconsistency.

2.1. Description of the Supplies

2.1.1. ^Insert description of the Supplies^

2.2. Indicative Time Frame

2.2.1. The resultant contract is expected to commence on ^Insert date^ and conclude on ^Insert date^.

2.2.2. ^Insert a description of the intended phases, milestones or other deadlines for the procurement^

2.2.3. The above time frame is indicative only, noting paragraph 4.2.1 of this RFT.

3. Essential Requirements

Note to Procurement Officer:

Include here a description of the essential requirements - these are those aspects of the Supplies that are 'essential'. Note that the High Court will be required to exclude from further consideration any Tender that does not meet an essential requirement - care should therefore be taken. Less common examples of essential requirements would include the ability to attend meetings at short notice in a particular location or the ability to deliver Supplies at remote or specified locations.

3.1. Essential Requirements

3.1.1. The following aspects of the required Supplies are essential requirements which must be met by Tenderers:

a. ^Insert a detailed description of any essential requirements that are contained in the Supplies^

4. Policies and standards relevant to the Supplies

4.1. Policies

4.1.1. The policies and regulations that are relevant to the Supplies include:

a. ^insert^

4.2. Standards

4.2.1. The Supplies must comply with all applicable Australian standards, including the following:

a. ^insert^

SCHEDULE 2 TENDER RESPONSE FORMS

Tenderers should ensure that their Tenders include, as a minimum, each of the Tender Response Forms attached to this Schedule 2.

Attachment 1: Tenderer's Details

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

Full name of Tenderer:
Trading or business name:
Tenderer's Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details):
If a company
The registered office:
The principal place of business:
The date and place of incorporation and the Australian Company Number:
Individual shareholders holding 20 per cent or more of any issued share capital:
Any related companies within the meaning of section 50 of the <i>Corporations Act 2001 (Cth)</i> :
If a trustee

Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed):

If a partnership

Provide details of the relevant partnership including a copy of the relevant partnership agreement:

Subcontractors

Please include a full explanation of any part of the Supplies which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the Supplies the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor.

Attachment 2: Tenderer's Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response. Amendments may only be made where necessary to complete the Deed.

DEED POLL

Date: ^insert date^

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

Context

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

Interpretation

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

Compliance with RFT

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

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

Offer

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

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

If directed by the High Court, the Tenderer will execute a contract in the form set out in Schedule 3, subject to any amendments noted in the Tenderer's Statement of Compliance, without entering into further negotiation.

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

Confidentiality

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or

communicate to any person any confidential information concerning the affairs of the High Court, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the High Court and which the High Court indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

Ethical Dealing

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

The Tenderer represents that it has not:

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

Conflict of Interest

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

— **^insert list or, where no conflict exists, write 'none'^**

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

Note to Tenderers: A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently.

A conflict of interest may exist if:

Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with the High Court's personnel involved in the evaluation of Tenders; or

Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass the High Court.

If at any time prior to entering into the contract, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer that Tenderer should immediately notify the Contact Officer.

Employee entitlements

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

Compliance with Australian standards

The Tenderer represents that it is able to meet any Australian standards applicable to the Supplies.

Workplace Gender Equality Requirements

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

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

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

OR

b. The Tenderer confirms that it is a relevant employer. If selected as the preferred or successful Tenderer, the Tenderer will upon request from the High Court provide a current letter of compliance prior to entering into any contract. The Tenderer acknowledges that failure to provide a current letter of compliance when requested will result in it losing its status as the preferred or successful Tenderer.

c. The Tenderer confirms that it is not a relevant employer.

Note to Procurement Officer:

If the Tenderer has indicated in its submission it is '(b)' a relevant employer but will be providing a letter of compliance prior to contract, the official must contact

the Tenderer and seek a letter of compliance before entering into a contact with the Tenderer. The notification to the Tenderer should include the following points:

- You have indicated in your submission for [insert details of request documentation] with the [insert name of Department] that your organisation is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act).
- Under the WGE Act and the associated Workplace Gender Equality Procurement Principles and User Guide, relevant employers are required to supply a letter of compliance with their submission in response to an approach to market issued by Australian Government agencies.
- Letters of compliance are available from the Workplace Gender Equality Agency (WGEA). For further information on the coverage of the WGE Act, contact WGEA on (02) 9432 7000.
- Please provide a current letter of compliance to [insert name of officer] by close of business [insert date].

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia as represented by the High Court of Australia

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

SIGNED SEALED AND
DELIVERED by ^insert name
of Tenderer^ by its duly
authorised representative:

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

Attachment 3: Supplies Delivery

Tenderers should explain in detail how they would provide the Supplies to meet the high standards required by the High Court, including the procedures and processes it would implement to perform and manage the Supplies.

Tenderers are also referred to the essential requirements set out in Schedule 1 Item 3 and the policies and standards in Schedule 1 Item 4.

Tenderers should provide:

- a. evidence of compliance with all applicable Australian standards, including those specified in Schedule 1 Item 4;
- b. evidence of compliance with relevant regulations and regulatory frameworks, including:
 - i. labour regulations, including ethical employment practices;
 - ii. occupational health and safety; and
 - iii. environmental impacts;
- c. Tenderers are required to submit a works program to provide sufficient detail to describe how the Supplies will be delivered. The program should take into account Court sitting days and public opening hours;
- d. Provide evidence of quality assurance systems used; and
- e. Information about current contracts showing capacity to provide the Supplies.

Attachment 4: Tenderer's Experience

General requirements

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

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

Specific requirements

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

- a. proposed role;
- b. previous experience;
- c. qualifications;
- d. years with the organization;
- f. proposed percentage involvement in undertaking the Supplies required under the Draft Contract; and
- g. capacity and current workloads.

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

Name	Nature of Works

Note to Procurement Officer:

We have taken this schedule from your current RFT template (Schedule 2), slightly amended to fit this RFT.

Attachment 5: Tenderer's Management Capability and Key Personnel

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

Tenderers should also demonstrate their appreciation of the risk associated with undertaking the tasks requirement for the performance of the Supplies and how these could be managed.

Note to Procurement Officer:

The above paragraph is a generic paragraph that could be used. For some RFT processes, management of service delivery and key personnel may be a significant issue in the evaluation process, for example, where Supplies are being provided at a number of different locations, or where the Supplies comprise number of discrete but connected activities. In some RFT processes, the existence of a dedicated management team may be important, or interaction with a number of regional managers could be required.

Depending on the nature of the Supplies , consideration should also be given to whether any specific detail of the Tenderer's work health and safety management should be addressed in this section, particularly if the activities associated with the Supplies would be considered medium or high risk from a WHS perspective, or where there may be 'shared duties' or the potential for the Tenderer's activities (if successful) to impact on the High Court personnel (eg. where work will be undertaken on Agency premises). The High Court should ensure, so far as is reasonably practicable, the Supplies do not pose a risk to health and safety of workers or others.

In these situations, it would be appropriate to provide additional detail here, advising Tenderers of the sorts of issues they should address in their Tender response.

Attachment 6: Price Schedule

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

Item(s)	Cost Inc GST
TOTAL PRICE	

Note to Procurement Officer:

We have taken this schedule from your current RFT template however have removed the price exclusive of GST column. In accordance with paragraph 8.1.3 of this RFT, tendered prices are taken to be inclusive of GST. To avoid any uncertainty, the price schedule could be structured to require Tenderers to identify the GST exclusive price, the amount of GST and the GST inclusive price.

Attachment 7: Financial Viability Questionnaire

Tenderers should complete the following questionnaire and provide sufficient information to enable the High Court to determine the financial viability of the Tenderer. Tenderers should provide explanations of areas not addressed or items not provided.

Financial Information

	Attached
Audited financial statements including a copy of the auditor's statement	Yes/No
Annual report	Yes/No
Copy of certificate of currency for public liability insurance	Yes/No
Copy of certificate of currency for workers compensation insurance	Yes/No
Copy of certificate of currency for professional indemnity insurance	Yes/No
Details of any petitions, claims, actions, judgements, or decisions, etc. Which is likely to adversely affect your performance of the contract.	Yes/No

The operating entity is:
(Please ~~strikethrough non-applicable~~ types.)

- Sole Trader
- Partnership
- Association
- Company
- Trust
- Government.

The operating entity has been in business for:
(Please ~~strikethrough non-applicable~~ periods.)

- Less than 12 months
- 1–2 years
- 2–4 years
- 4–6 years
- 6–8 years
- longer than 8 years.

Financial statement summary – A\$

Item	Year to date	Previous financial year	Next to previous financial year
Operating income			
Interest paid			
Net operating income			
Dividends / distributions / drawings paid			

Cash at bank			
Total current / financial assets			
Total assets			
Level of debt			
Total current liabilities			
Total liabilities			
Total equity			

Attachment 8: Statement of Compliance

Tenderers submit their Tenders on the basis that they comply with all requirements specified in the body of the RFT. In the case of the Schedules to the RFT including the description of the Supplies in Schedule 1 and the Draft Contract in Schedule 3. Tenderers' compliance is subject to any exceptions noted in their response to this Schedule.

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

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

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

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

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

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

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

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

Table 1: Compliance with Statement of Requirement in Schedule 1 of the RFT

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

Compliance with Draft Contract

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

Request to keep Information Confidential

(a) Information contained in contract:

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

--	--	--

(b) Information obtained or generated in performing contract:

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

SCHEDULE 3 DRAFT CONTRACT

The Draft Contract follows after this page.