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HIGH COURT OF AUSTRALIA

REQUEST FOR TENDER

REQUEST FOR TENDER IN RELATION TO THE PROCUREMENT OF THE REMOVAL OF OLD FLOOR COVERINGS, FLOOR PREPARATION AND INSTALLATION OF WOVEN WILTON LOOM CARPET INCLUDING SUPPLY AND INSTALLATION OF APPROVED UNDERLAY AND ACCESSORIES.

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

ABN 69 445 188 986

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Tender in relation to the removal of old floor coverings, floor preparation and installation of woven Wilton Loom Carpet including supply and installation of approved underlay and accessories for the High Court of Australia Building Canberra.

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REQUEST FOR TENDER

1. Introduction

1.1. Approach to market

- 1.1.1. The High Court invites Tenders for the provision of Goods and Services including carpet laying services comprising the removal of old floor coverings, floor preparation, and installation of woven Wilton Loom carpet including supply and installation of approved underlay and accessories in accordance with this Request for Tender (RFT).
- 1.1.2. A summary of the High Court and a detailed description of the Goods and Services 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 22 July 2022
Contact Officer	Robert Thomas Procurement Manager
	The High Court of Australia Parkes Place, PARKES ACT 2600 robert.thomas@hcourt.gov.au
Deadline for Submission of Tenderers' Questions	2:00pm Canberra time on 15 July 2022
Draft Contract	the document set out in Schedule 3
Goods and Services	the goods and services set out in Schedule 1
High Court	Commonwealth of Australia as represented by the High Court of Australia
Project Manager	means the person appointed by the Service Provider to manage the carpet laying project in collaboration with the Project Officer appointed by the High Court

Project Officer	means the person appointed by the High Court to manage the carpet laying project in collaboration with the Project Manager appointed by the Service Provider
Offer Period	ninety days after the Closing Time
Supplies	the services and goods set out in Schedule 1
Tender	any Tender submitted in response to this RFT
Tender Box	By email CL.RFT2022@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

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 availability and Site Visits

- 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 RFT will be provided to all Tenderers who have registered interest in this RFT.
- 2.1.3. Entities proposing to lodge a response can arrange individual site visits by arrangement with the Contact Officer.

3. Lodging Tenders

3.1. Electronic lodgement

Tenders must be lodged electronically via the Tender Box email address specified in Paragraph 1.2.1 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. Tenderers 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 not exceed a combined file size of 10 megabytes per email.
- 3.3.4. Tenders must be completely self-contained. Hyperlinks or other material may be incorporated by reference. All supporting material that is not directly related to this Tender must be received by the Contact Officer at the address specified, within 5 business days of the Closing Time.

3.4. Scanned or imaged material, including Statutory Declarations

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.

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.
- 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.

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.

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 and advise by email all Tenderers who have submitted a request via the Tender Box email address specified in Paragraph 1.2.1 Termination of the RFT

4.3. Termination of the RFT

- 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.

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;
- e. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality;
- f. is disclosed by the High Court in response to a request by any Commonwealth Minister; or
- g. is disclosed by the High Court, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia.

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 7: 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 Goods and Services 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 inspect and audit the accounts and records of financial transactions relating to the administration of the affairs 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;
- g. the *Public Interest Disclosure Act 2013* (Cth) which aims to promote the integrity and accountability of the Commonwealth public sector; and
- h. the *Modern Slavery Act 2018*(Cth) which requires entities based or operating in Australia, which have an annual consolidated revenue of more than \$100 million, to report annually on the risks of modern slavery in their operations and supply chains and actions to address those risks,

6.3.2. More information on policies relevant to the Goods and Services are set out in Schedule 1.

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

Item	Evaluation Criterion	Required Information	Weighting	Tenderer Checklist
1	Overall compliance with the RFT	Tenderers should demonstrate their ability to meet this criterion by providing details at Attachment 3: Response against Evaluation Criteria in Schedule 2 and Table 1 in Attachment 7: Statement of Compliance in Schedule 2	10%	
2	Proposed Services	Tenderers should demonstrate their: <ul style="list-style-type: none">• ability to identify and deliver an effective solution for the delivery of the Goods and Services and manage the risk related to their proposed solution in a manner that meets the HCA's requirements;• experience in laying woven Wilton Loom heritage style carpet with a jute backing in challenging spaces such as the High Court building;• experience in stretching and laying carpet including requirements such as laying carpet up the lower part of some walls;	30%	

		<ul style="list-style-type: none"> ability and experience to deliver the Goods and Services in a manner that meets the Court's heritage management requirements; and: capacity to stage the delivery of the Goods and Services in a manner that accommodates the Court's sitting calendar <p>by providing details at Schedule 2. Attachment 4: Response against Evaluation Criteria</p>		
3	Technical and Management Capability	<p>Tenderers should:</p> <ul style="list-style-type: none"> demonstrate their technical and management capability and capacity as head contractor to deliver the required Goods and Services to the High Court of Australia; provide details of the skills, experience and qualifications of proposed personnel and sub-contractors; and provide details of a Project Manager appointed to oversee all aspects of the carpet laying project in collaboration with the High Court Project Officer <p>by providing details at Attachment 5: Response against Evaluation Criteria in Schedule 2.</p>	30%	
4	Experience and Demonstrated Expertise	<p>Tenderers should demonstrate their performance and proven experience as head contractor in delivery of similar services in a similar environment to the High Court by providing details at Attachment 5: Response against Evaluation Criteria in Schedule 2.</p>	30%	
5	Tenderer's Deed	<p>Tenderers should complete and return the Tenderers Deed at Attachment 2 in 7.2.3.</p>		
<p>In addition to the Assessment Criteria noted above, the Evaluation Panel will consider the impact of the following criteria:</p> <ul style="list-style-type: none"> Compliance with the draft agreement Confidentiality and Assumptions Referees Pricing and financial viability of the service provider <p>The Evaluation Panel will also identify risks associated with the respondent's response to the Statement of Requirements.</p>				

- 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 Goods and Services 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 7: 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 Goods and Services 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 Goods and Services 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 Goods and Services; 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 Goods and Services on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its response to Attachment 7: 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 CL.RFTenquiries@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

- 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 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.
- 9.1.3. The evaluation criteria are weighted as shown in clause 7.1.1 - Tender response requirements. 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 9.5.1.
- 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

- 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

9.4. Conditions for participation

- 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.

9.5. Essential requirements

- 9.5.1. There are no essential requirements.

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 Goods and Services 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

- 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. No comparisons with other Tenders will be made.

1. Overview

1.1. Structure of the High Court

- 1.1.1. The High Court of Australia (the High Court) building was completed in 1980 and is listed on the Register of the National Estate (11 August 1987). It is an item on the Commonwealth Heritage List under the Environment Protection and Biodiversity Conservation Act 1999.
- 1.1.2. The High Court building is built to the highest standards of materials, workmanship and finish. Among its many features are the floor coverings which highlight its design characteristics. The Court has sought heritage advice in regard to these requirements and the need to ensure the carpet type is consistent with the original carpets installed when the building was constructed.

1.2. Summary of Goods and Services

- 1.2.1. The carpet has been secured under a separate procurement. This RFT is for the appointment of a head contractor to manage all aspects of the carpet laying process.
- 1.2.2. The following description and attached specifications provide guidelines to install, replace, treat and maintain the conditions of floor coverings in a manner that will ensure that the aesthetic appearance and properties of these features are maintained and preserved as originally intended.

2. Required Goods and Services

2.1. Description of the Goods and Services

- 2.1.1. Goods and Services involve the removal of old floor coverings, floor preparation, and installation of woven Wilton Loom carpet including supply and installation of approved underlay and accessories for the High Court of Australia Building Canberra.

The Goods and Services include:

- a. The Court requires the installation of five separate-colored carpets in woven Wilton Loom carpet in the amounts of;
- Carpet Type C1 867 M2
 - Carpet Type C2 418 M2
 - Carpet Type C3 392 M2
 - Carpet Type C4 6,280 M2
 - Carpet Type C5 1,069 M2
 - Total - 9,026 M2 (detailed in Table A)

Table A - The Goods (Carpet Install)				
Code	Description	Location	Floor Level	Measure in full roll lengths. M2
C1	Blue/Red stripe	Courtroom 1	Level 1 and 2 (637.68M2), Level 3 (229.26M2), Level 4 (Shown on Level 3)	866.95
C2	Burgundy	Courtroom 2	Level 4	417.79
C3	Ruby Red	Courtroom 3	Level 3	391.52
C4	Grey/Tan stripe	Public and Administrative Areas	Gnd, Level 1,2	322.32
C4	Grey/Tan stripe	Public and Administrative Areas	Level 3	1143.68
C4	Grey/Tan stripe	Public and Administrative Areas	Level 4	1568.28
C4	Grey/Tan stripe	Public and Administrative Areas	Level 5	921.73
C4	Grey/Tan stripe	Public and Administrative Areas	Level 7 (Level 6 shown on Level 7)	1123.86
C4	Grey/Tan stripe	Public and Administrative Areas	Level 8 (stairs 7 to 8 included)	1200.11
C5	Brown/Grey stripe	Practitioners Area	Level 6	1069.50
				9025.74

- b. The total amount of carpet to be installed is 9,026 M2. The total amount being delivered is 9,597 M2 which includes spare carpet allowances of 10% for carpet types C1, C2, C3, C5 and 5% for C4. Wastage allowances for the five carpet types are included in the overall site measure.

2.1.2 The carpet specification and drawings describing the Goods and Services are provided to describe the requirements.

- a. Specifications relating to installation of the woven Wilton Loom carpet and underlay

DJAS Carpet Installation Specification A – 13 June 2019

(document reference 0013 #17236)

Note: The detailed Specifications state that General Drawings supplied for this Trade Contract are indicative only and shows the design intent of the Architects. Current carpet installation drawings are provided below.

- b. Specification of Tenderers recommended Underlay and Accessories
- c. The Court requires the Tenderer to provide detailed specifications of the recommended underlay and accessories for approval by the Court.
Drawings

Brintons Drawings Level 1-8 – 16/12/21
 Brintons Drawings Level 8 R1 – 18/1/22

Note: Measured drawings indicate the seam locations, directionality of the carpet and roll length.

2.2. Installation Timeframes

The required installation timeframes are summarised in Table B below.

Table B – Installation Timeframes					
Code	Description	Location incl Floor Level	Total per Code per floor M2 including stock.	Period	Install
C1	Blue/Red stripe	Courtroom 1	866.95	1	20/08/2022 to 04/09/2022
C4	Grey/Tan stripe	Public and Administrative Areas	322.32	2	17/09/2022 to 09/10/2022
C4	Grey/Tan stripe	Public and Administrative Areas	1123.86	3	20/08/2022 to 04/09/2022
C4	Grey/Tan stripe	Public and Administrative Areas	1200.11	2	20/08/2022 to 04/09/2022
C2	Burgundy	Courtroom 2	417.79	2	17/09/2022 to 09/10/2022
C3	Ruby Red	Courtroom 3	391.52	3	Jan/Feb 2023
C4	Grey/Tan stripe	Public and Administrative Areas	1568.28	7	22/10/2022 to 06/11/2022
C4	Grey/Tan stripe	Public and Administrative Areas	1143.68	4	17/12/2022 to 24/12/2022
C4	Grey/Tan stripe	Public and Administrative Areas	921.73	6	19/11/2022 - 04/12/2022
C5	Brown/Grey stripe	Practitioners Area	1069.50	5	19/11/2022 - 04/12/2022
			9025.74		

2.3. Indicative Timeframe

RFT release date	08/07/22
RFT closing date	22/07/22
RFT evaluation & recommendation	27/07/22
Selected vendor advised	28/07/22

2.3.1 The above time frame is indicative only, noting paragraph 4.2 of this RFT.

2.3.2 The resultant contract is expected to commence on 1 August 2022 and conclude on
TBA

3. Essential Requirements

3.1. Essential Requirements

- 3.1.1. The following aspects of the required Goods and Services are essential requirements which must be met by Tenderers:
- a. Nil.

4. Policies and standards relevant to the Goods and Services

4.1. Policies

- 4.1.1. The policies and regulations that are relevant to the Goods and Services include:
- a. Not Applicable

4.2. Standards

- 4.2.1. The Goods and Services must comply with all applicable Australian standards, including the following:
- a. Insert details of relevant Australian standards.

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 Goods and Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the Goods and Services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor.

Attachment 2: Tenderer's Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response. 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 Goods and Services 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 Goods and Services:

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

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

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 Goods and Services.

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.

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: Overall compliance with the RFT

Tenderers are requested to demonstrate their overall compliance with the RFT.

Tenderers are also referred to the essential requirements set out in Schedule 1 Item 3 and the policies and standards in Item Schedule 14 of Schedule 1.

Tenderers should provide evidence of compliance with:

- a. all applicable Australian standards, including those specified in ItemSchedule 14.2.1 of Schedule 1.
- b. evidence of compliance with relevant regulations and regulatory frameworks, including:
 - i. labour regulations, including ethical employment practices;
 - ii. work health and safety; and
 - iii. environmental impacts.

Attachment 4: Proposed Services

Tenderers are requested to demonstrate their:

- a. ability to identify and deliver an effective solution for the delivery of the Goods and Services and manage the risk related to their proposed solution in a manner that meets the HCA's requirements;
- b. experience in laying woven Wilton Loom heritage style carpet with a jute backing in challenging spaces such as the High Court building;
- c. experience in stretching and laying carpet including requirements such as laying carpet up the lower part of some walls;
- d. ability and experience to deliver the Goods and Services in a manner that meets the Court's heritage management requirements; and
- e. capacity to stage the delivery of the Goods and Services in a manner that accommodates the Court's sitting calendar.

Attachment 5: Capability, Experience and Expertise

Technical and Management Capability

Tenderers are requested to:

- a. demonstrate their technical and management capability and capacity as head contractor to deliver the Goods and Services to the High Court of Australia;
- b. provide details of the skills, experience and qualifications of proposed personnel and sub-contractors; and
- c. provide details of a Project Manager appointed to oversee all aspects of the carpet laying project in collaboration with the High Court Project Officer.

Experience and Demonstrated Expertise

Tenderers are requested to demonstrate their performance and proven experience as head contractor in the delivery of similar services in a similar environment to HCA.

Attachment 6: Price Schedule

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

Items	Cost Inc GST
Relocate and store furniture	
Demolish existing carpet	
Prepare floors	
Supply underlay and accessories	
Install woven Wilton Loom carpet including underlay and provide accessories to substrates	
Provide a condition report	
Remove and dispose of existing carpets, underlay and miscellaneous carpet fittings which may include existing carpet spares currently in storage with the HCA	
Other costs (please provide details)	
Salvage value (if relevant)	
TOTAL PRICE	

Attachment 7: 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 Goods and Services 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 Goods and Services 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

Table 2: Compliance with Draft Contract

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

Table 3: 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 is provided with this RFT.