



Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications, Sport and the Arts

ATM ID: INFRA SLRCI RFT 2025

**PROJECT NAME: CHRISTMAS ISLAND STORMWATER,
LANDSLIDE AND ROCKFALL MITIGATION WORKS
PROJECT 2026-2028**

**EARLY CONTRACTOR INVOLVEMENT DESIGN AND
CONSTRUCT HEAD CONTRACT**

TENDER DOCUMENTS

Please note:

- matters in **[SQUARE BRACKETS AND BOLD]** are to be completed by the Tenderer before lodging a Tender.

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PART 1 - TENDER CONDITIONS

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TENDER CONDITIONS

1. INFORMATION FOR TENDERERS

1.1 General

- (a) The Tenderer is invited to lodge a Tender for the Contractor's Activities and the Works on the terms of the Tender Documents.
- (b) The Tenderer must direct all questions related to the Tender Documents or the tender process to the Tender Administrator under clause 2.2(a).
- (c) The Tenderer's participation in the tender process is governed by, and subject to, the Disclaimer and Confidentiality Agreement and these Tender Conditions.

1.2 AusTender, the Australian Government Tender System

- (a) AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this tender process, the Tenderer must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/infolinks/termsfuse>.
- (b) The Tenderer must direct all queries and requests for technical or operational support related to AusTender to the AusTender Helpdesk using the Contact Us form available at <https://www.tenders.gov.au/contactus/show>.
- (c) Without limiting paragraph (a), the Tenderer's attention is drawn to clauses 1.8 and 1.9 of the AusTender terms and conditions in relation to late receipt of Tenders and proof of lodgement.

2. INTERPRETATION OF TENDER DOCUMENTS, QUESTIONS AND AMENDMENTS

2.1 Interpretation

In the Tender Conditions and in the other Tender Documents:

- (a) all words and expressions will (unless the context otherwise requires) have the meanings assigned to them:
 - (i) under clauses 1.1 and 1.2 of the Conditions of Contract in Part 5; or
 - (ii) in these Tender Conditions;
- (b) **ATM Close Date and ATM Close Time** means the date and time specified in the Tender Particulars;
- (c) **Covered Procurement** has the meaning in the Judicial Review Act;
- (d) **Disclaimer and Confidentiality Agreement** means the disclaimer and confidentiality agreement in respect of this tender process;
- (e) **Environmental Sustainability Principles** means the principles set out in Table 1 of the Environmentally Sustainable Procurement Policy;
- (f) **Financial Representative** means the Tenderer's chief financial officer, financial controller or other officer or employee with primary responsibility for managing the financial affairs of the Tenderer;
- (g) **Financial Viability Assessment** means an assessment of whether the Tenderer has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer carried out by an Independent Financial Adviser;
- (h) **Independent Financial Adviser** means an independent financial adviser engaged by the Commonwealth;

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- (i) **Information Documents** means any document or amendment to a document which is issued by the Tender Administrator prior to the ATM Close Date and ATM Close Time and at the time of being issued expressly stated to be an "Information Document" or an amendment to an Information Document (notwithstanding that AusTender may, if applicable, describe such documents as "addenda" or "ATM Documents");
- (j) **Insolvency Event** has the meaning given to it in the Disclaimer and Confidentiality Agreement;
- (k) **Joint Bid Basis** means a Tender lodged:
 - (i) by an unincorporated joint venture; or
 - (ii) on any other basis involving more than one party if the Commonwealth is relying upon a representation that those parties will be jointly and severally responsible for performing the Contractor's Activities and otherwise meeting the obligations under the Contract in Part 5 if the parties are the successful Tenderers;
- (l) **Judicial Review Act** means the *Government Procurement (Judicial Review) Act 2018* (Cth);
- (m) **Project** means the project described in the Tender Documents;
- (n) **Relevant Commonwealth Procurement Rules** has the meaning in the Judicial Review Act;
- (o) **Strategic Notice Event** has the meaning given to it in the Disclaimer and Confidentiality Agreement;
- (p) **Tender** means the documents lodged with the Commonwealth pursuant to these Tender Conditions;
- (q) **Tender Administrator** means the person specified in the Tender Particulars or such other person notified in writing to a Tenderer by the Commonwealth;
- (r) **Tender Conditions** means these tender conditions in Part 1;
- (s) **Tender Documents** means:
 - (i) the Tender Conditions;
 - (ii) the Tender Particulars in Part 2;
 - (iii) the Tender Form in Part 3;
 - (iv) the Tender Schedules in Part 4;
 - (v) the Contract in Part 5, including the "ECI Brief" and "Works Description" (as defined in clause 1.1 of the Conditions of Contract in Part 5); and
 - (vi) the other documents specified in the Contract Particulars in Part 5, which correspond to the definition of "Contract" under clause 1.1 of the Conditions of Contract in Part 5,
 but excludes the Information Documents;
- (t) **Tender Validity Period** means:
 - (i) 120 days from the ATM Close Date and ATM Close Time; or
 - (ii) if the procurement is suspended under the Judicial Review Act or in accordance with clause 18.2, the period specified in subparagraph (i) extended by the period of suspension, up to a maximum of 130 days;
- (u) **Tenderer** means the person (or persons) or other entity (or entities) invited to lodge a Tender;
- (v) **WHS Accreditation Scheme Building Work** has the meaning in section 6 of the *Federal Safety Commissioner Act 2022* (Cth);

- (w) any reference to a Part is a reference to a Part of the Tender Documents; and
- (x) any reference to one of the documents described in the definition of the "Tender Documents" under paragraph (s) is a reference to the document so entitled which is included in the Tender Documents.

2.2 Questions, Communications and Amendments to Tender Documents

- (a) If the Tenderer finds any discrepancy, ambiguity, error or omission in the Tender Documents, has any questions or concerns, or wishes to make any enquiry concerning the Tender Documents or the tender process, it must notify the Tender Administrator by email no later than 7 days prior to the ATM Close Date and ATM Close Time. Subject to the Commonwealth Procurement Rules, neither the Commonwealth nor the Tender Administrator is obliged to respond to all such notices, questions, concerns or enquiries. Subject to paragraph (b), the Commonwealth may (in its absolute discretion) respond to such notices, questions, concerns or enquiries in the form of addenda under paragraph (d) or as an Information Document.
- (b) At the time of its notice under paragraph (a), the Tenderer may request that a matter notified under paragraph (a) and any response remain confidential on the basis that the whole or any part of the matter notified contains commercial-in-confidence information. The Tenderer must clearly state in its notice that it is a request under this paragraph (b) and must provide justification for its request. If a request is made under this paragraph (b), the Tender Administrator will notify the Tenderer that the Commonwealth (in its absolute discretion) either:
 - (i) agrees that the whole or any part of the matter notified contains commercial-in-confidence information (in which case the relevant matter notified and any response will not be issued to all Tenderers); or
 - (ii) does not agree that the whole or any part of the matter notified or any response should remain confidential on the basis that the request or any response contains commercial-in-confidence information.
- (c) If the Tender Administrator notifies the Tenderer under paragraph (b)(ii):
 - (i) the Tenderer must notify the Tender Administrator by email no later than 2 days after receiving the notice if it wishes to withdraw the matter raised under paragraph (a); and
 - (ii) if the Tenderer does not withdraw the matter raised in accordance with subparagraph (i), the Commonwealth may (in its absolute discretion) respond to the notice in the form of addenda under paragraph (d) or as an Information Document (in which case the relevant matter notified and any response will be issued to all Tenderers).
- (d) The Commonwealth may (in its absolute discretion) amend the Tender Documents at any time prior to the ATM Close Date and ATM Close Time. All amendments to the Tender Documents will be in the form of addenda. No explanation or interpretation of the Tender Documents may be relied upon by the Tenderer unless in the form of addenda. All addenda under this paragraph (d) will become part of the Tender Documents.
- (e) The Tender Administrator and the Commonwealth may give any notice or undertake any written communication contemplated by these Tender Conditions (including all addenda and Information Documents) by publication on AusTender.
- (f) In the event of a discrepancy between:
 - (i) AusTender and the Tender Particulars, AusTender will prevail; and
 - (ii) a communication by AusTender and a communication by the Tender Administrator by any other means, the communication by AusTender will prevail.

2.3 Industry Briefing

- (a) The Commonwealth may conduct one or more industry briefings (including any Site visits) in relation to the Tender Documents, the tender process, the Contractor's Activities, the Works and the Project. If an industry briefing will be conducted, the Tender Administrator will notify the Tenderer of the details of the industry briefing, including:
- (i) the scheduled date, time and location (in person and/or by videoconference) for the industry briefing;
 - (ii) where the industry briefing is to be held in person, the maximum number of Tenderer personnel (whether employees, subcontractors, consultants or otherwise) who may attend the industry briefing;
 - (iii) the time and date by which the Tenderer must notify the Tender Administrator if it wishes to attend the industry briefing; and
 - (iv) any other information required by the Tender Administrator.
- (b) If the Tenderer wishes to attend the industry briefing as notified by the Tender Administrator under paragraph (a), it must notify the Tender Administrator by email no later than the time and date specified in the Tender Administrator's notice under paragraph (a), providing details of the Tenderer, the full names and addresses of all Tenderer personnel proposed to attend the industry briefing and all other information required by the Tender Administrator in its notice under paragraph (a).
- (c) The Commonwealth may (in its absolute discretion):
- (i) limit or restrict the number of Tenderer personnel; or
 - (ii) exclude any or all Tenderer personnel from, attending the industry briefing for any reason, including if the Tenderer:
 - (iii) exceeds the maximum number of Tenderer personnel specified in the Tender Administrator's notice;
 - (iv) fails to comply with paragraph (b); or
 - (v) substitutes or replaces Tenderer personnel after the time and date specified in the Tender Administrator's notice under paragraph (a).
- (d) All industry briefings will be conducted for the purpose of providing background information only. The Tenderer must not in any way rely upon the industry briefing (or any industry briefing materials provided in accordance with paragraph (e)(i), if applicable) for the purposes of preparing, amending or negotiating its Tender or entry into any contract with the Commonwealth.
- (e) The Tenderer:
- (i) may, at the discretion of the Tender Administrator, be provided with copies of industry briefing materials (including presentations) as an Information Document; and
 - (ii) is **not** permitted to take photographs or other electronic recordings of any industry briefing (including any presentation, site visit or inspection).
- (f) Without limiting any other provision of the Tender Conditions:
- (i) subject to the Commonwealth Procurement Rules, neither the Commonwealth nor the Tender Administrator is obliged to respond to any or all questions, enquiries or other matters notified during the industry briefing; and

- (ii) the Commonwealth may (in its absolute discretion) publish or issue addenda under clause 2.2(d) or Information Documents to address any matters arising out of or in connection with the industry briefing.

3. TENDERS

3.1 Conforming Tender, including ATM Close Date and ATM Close Time, Minimum Form and Content Requirements and Conditions for Participation

To lodge a conforming Tender:

- (a) **the Tender must be:**
 - (i) **lodged electronically via AusTender at www.tenders.gov.au; and**
 - (ii) **received before the ATM Close Date and ATM Close Time;**
- (b) the Tender must satisfy each **minimum form and content requirement** as follows:
 - (i) the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;
 - (ii) the Tenderer must complete and lodge Tender Schedule J - Statement of Tax Record;
 - (iii) the Tenderer must complete and lodge item C of Tender Schedule L - Environmentally Sustainable Procurement;
 - (iv) the Tenderer must complete and lodge item A of Tender Schedule M - Modern Slavery; and
 - (v) the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:
 - A. subject to subparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and
 - B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters For Evaluation; and
- (c) the Tenderer must, at the time of lodging its Tender, satisfy each **condition for participation** specified in the Tender Particulars (if any).

3.2 Alternative Proposals

- (a) The Commonwealth offers the Tenderer the opportunity to provide alternative proposals in the pursuit of greater value for money. **The Tenderer should note, however, that** (subject to the Commonwealth's absolute discretion under clause 3.3(b)) **it must lodge a conforming Tender before an alternative proposal will be considered.**
- (b) **If the Tenderer wishes to provide any alternative proposal, it must be expressly set out in Tender Schedule H - Alternative Proposals. The Tenderer should note that this is a minimum form and content requirement for its Tender under clause 3.1(b)(v).**
- (c) The Tenderer should note that it is not required to submit Tender Schedule H - Alternative Proposals if it does not propose to submit an alternative proposal. If the Tenderer wishes to submit an alternative proposal, it should ensure that item 1 and item 2 of Tender Schedule H - Alternative Proposals are each lodged as separate files.
- (d) If the Commonwealth (in its absolute discretion) selects or accepts any alternative proposal, the Commonwealth will make any necessary alterations to the Contract in Part 5.

3.3 Non-Conforming Tender

The Tenderer acknowledges and agrees that:

- (a) the Tenderer is responsible for lodging its Tender in accordance with clause 3.1(a) and managing all surrounding risks, including those associated with the use of AusTender and all information technology risks. If the Tender is not lodged in accordance with clause 3.1(a), the Tender will be non-conforming and will not be evaluated (or continue to be evaluated) unless the reason it was not lodged in accordance with clause 3.1(a) was solely due to mishandling by the Commonwealth;
- (b) if the Tender does not satisfy each **minimum form and content requirement** specified under clause 3.1(b), the Tender will be non-conforming and will not be evaluated (or continue to be evaluated) unless the Commonwealth considers (in its absolute discretion) that the failure to satisfy a **minimum form and content requirement** was due to an unintentional error by the Tenderer. If the Commonwealth considers (in its absolute discretion) that the failure to satisfy a **minimum form and content requirement** may be due to an unintentional error by the Tenderer:
 - (i) the Tender Administrator will notify the Tenderer that there has been a failure to satisfy a **minimum form and content requirement** and that it requires the Tenderer to provide a response to the Tender Administrator by email by the time and date stated in the notice; and
 - (ii) the Commonwealth may (in its absolute discretion) review and accept any correction of an unintentional error in respect of a **minimum form and content requirement** provided in the Tenderer's response.

For the purposes of paragraphs (b)(i) and (b)(ii), to the extent that the correction of the unintentional error involves the provision of any valid and satisfactory STRs required for the Tenderer's entity type, such STRs must be provided by no later than 10 business days after the date of the Commonwealth's notice under paragraph (b)(i). If the Tenderer fails to meet this timeframe, the Tender will be non-conforming; and

- (c) if the Tenderer does not satisfy each **condition for participation** specified in clause 3.1(c) (if any), the Tender will be non-conforming and will not be evaluated (or continue to be evaluated).

3.4 Administrative Arrangements

- (a) The Tenderer is requested to:
 - (i) provide the details set out in the Tender Form in Part 3; and
 - (ii) execute the Tender Form by:
 - A. having a person or persons with full authority to bind the Tenderer for the purposes of the Tender, the Contractor's Activities and the Works duly execute the Tender Form; or
 - B. if the Tenderer consists of more than one entity, having a person or persons from each entity with full authority to bind each entity for the purposes of the Tender, the Contractor's Activities and the Works duly execute the Tender Form,

and provide evidence of the full authority of the person or persons executing the Tender Form,

but these are **not** minimum form and content requirements for its Tender.
- (b) The Tenderer is requested to:
 - (i) lodge the Tender Form in Part 3;
 - (ii) lodge:

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- A. Tender Schedule A - Project Understanding;
 - B. Tender Schedule B - Proposed Resources;
 - C. if the Tender Particulars state that it applies, Tender Schedule C - Previous Performance;
 - D. Tender Schedule D - Program and Minimum Resource Schedule;
 - E. Tender Schedule E - Industry Inclusion and Skills;
 - F. Tender Schedule F - Commonwealth Procurement Rules Compliance;
 - G. Tender Schedule G - Financial;
 - H. subject to clause 3.1(b)(v) and only if it wishes to submit an alternative proposal, Tender Schedule H - Alternative Proposals, noting that it should ensure that item 1 and item 2 of Tender Schedule H - Alternative Proposals are each lodged as separate files;
 - I. Tender Schedule I - Miscellaneous Matters For Evaluation;
 - J. Tender Schedule J - Statement of Tax Record;
 - K. Tender Schedule K - WHS Accreditation Scheme Accreditation;
 - L. Tender Schedule L - Environmentally Sustainable Procurement; and
 - M. Tender Schedule M - Modern Slavery;
- (iii) lodge each of the Tender Form and each Tender Schedule described under subparagraphs (i) and (ii) in separate, stand-alone, unsecured, electronic files in the format specified in the Tender Particulars which:
- A. identify:
 - 1) the Project;
 - 2) the Tenderer's name; and
 - 3) the relevant Tender Form and Tender Schedule references;
 - B. do not exceed the file size specified in the Tender Particulars;
 - C. do not contain any virus, malicious code or any other matter or thing which might affect the integrity, useability, security or operation of the Commonwealth's or the Tender Administrator's systems;
 - D. do not contain macros, scripts or executable codes of any kind; and
 - E. otherwise comply with the AusTender terms and conditions.
- If the Tenderer wishes to submit an alternative proposal, it should lodge item 1 and item 2 of Tender Schedule H - Alternative Proposals as separate files;
- (iv) lodge its Tender in accordance with the response lodgement procedures described in the Tender Documents and on AusTender. The Tender must be completely self-contained, without hyperlinks, QR codes or other material incorporated by reference;
 - (v) unless otherwise specified, express measurements in Australian legal units of measurement;
 - (vi) unless otherwise specified, state all prices in Australian Dollars; and

- (vii) unless otherwise specified, provide its Tender in A4 and portrait format and otherwise ensure all contents are clear, legible and readable by using appropriate print colours and font sizes (equivalent to at least Arial 10 point or Times New Roman 11 point),

but these are **not**, unless expressly stated above, minimum form and content requirements for its Tender.

- (c) If the Tender Administrator (in its absolute discretion) notifies the Tenderer that the Tenderer is to provide clarification or authentication of material included in the Tender (including any scanned or imaged material such as the Tender Form or other documents or information), the Tenderer must provide the originals of such material:

- (i) by post to the Tender Administrator at the postal address specified in the Tender Administrator's notice; and

- (ii) by the time and date specified in the Tender Administrator's notice,

but these are **not** minimum form and content requirements for its Tender.

4. EVALUATION OF TENDERS

Subject to the Tender Conditions, Tenders will be evaluated to determine the Tender which represents the best value for money to the Commonwealth. In considering the Tender, the Commonwealth:

- (a) will apply the following evaluation criteria:

- (i) **project understanding (30% weighting).** The extent to which the Tenderer has demonstrated that it comprehends key issues, risks and opportunities and will implement appropriate solutions, resources and management strategies in performing the Contractor's Activities and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule A - Project Understanding), being:

A. **issues, risks and opportunities;**

B. **draft project plans** (as specified in Tender Schedule A - Project Understanding); and

C. **methodology statement;**

- (ii) **proposed resources (20% weighting).** The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule B - Proposed Resources and Tender Schedule D - Program and Minimum Resource Schedule);

- (iii) **previous performance (20% weighting).** The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule C - Previous Performance);

- (iv) **program and minimum resource schedule (25% weighting).** The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule D - Program and Minimum Resource Schedule);

- (v) **industry inclusion and skills (5% weighting).** The extent to which the Tenderer has demonstrated :

- A. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and
- B. that:
 - 1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and
 - 2) in the Delivery Phase, it will:
 - a) if clause 31.1 applies, meet the Skills Guarantee Targets set out in its Tender; or
 - b) if clause 31.2 applies, meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,

and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule E - Industry Inclusion and Skills);

- (vi) **Commonwealth Procurement Rules compliance (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment and achieving efficiencies and savings in whole of life costs in relation to the Contractor's Activities (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule F - Commonwealth Procurement Rules Compliance);
- (vii) **financial (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Tenderer has demonstrated that its Contract Price and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule G - Financial);
- (viii) subject to clause 3.2 (including the Commonwealth's absolute discretion with respect to alternative proposals), **alternative proposals (if any) (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Tenderer has demonstrated greater value for money (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule H - Alternative Proposals);
- (ix) **miscellaneous matters for evaluation: insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated)** (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule I - Miscellaneous Matters For Evaluation); and
- (x) **Environmentally Sustainable Procurement (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Tenderer has demonstrated that:
 - A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;

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- B. its proposed approach to substantiating environmental sustainability claims is satisfactory;
 - C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and
 - D. its corporate commitment to environmental sustainability is satisfactory,
- and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule L - Environmentally Sustainable Procurement);
- (xi) **modern slavery compliance (no weighting, the Tender will be evaluated with reference to whether or not this evaluation criterion is met).** Whether or not the Tenderer has demonstrated that it has a satisfactory approach to, and will otherwise meet its compliance and reporting obligations under the Contract in Part 5 in respect of modern slavery if it is the successful Tenderer (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule M - Modern Slavery);
- (b) will apply any **additional evaluation criteria** specified in the Tender Particulars;
 - (c) may (in its absolute discretion) take into account the information which the Tenderer provides under clause 7.2 but not the information which the Tenderer provides under clause 7.1; and
 - (d) may (in its absolute discretion):
 - (i) obtain and take into account information from referees, enquiries and investigations, including:
 - A. from referees on prior or current projects on which a Tenderer may have been involved (whether or not nominated by the Tenderer in, if a registration of interest process was used, its registration of interest or its Tender or, if a registration of interest process was not used, its Tender);
 - B. in connection with any other Commonwealth project; or
 - C. from financial information or documents (whether provided by the Tenderer under clause 24 or otherwise and any Financial Viability Assessment under clause 24 or otherwise);
 - (ii) take into account any information lodged by the Tenderer in any registration of interest process, tender process or similar procurement process in connection with the Project or any other Commonwealth project;
 - (iii) without limiting any other right or remedy of the Commonwealth (under the Tender Documents or otherwise at law or in equity):
 - A. decide not to evaluate a Tender (or continue to evaluate a Tender); or
 - B. decide to discontinue negotiations or dealings with any preferred Tenderer appointed under clause 7.2(d),
 if:
 - C. the Commonwealth considers (in its absolute discretion), and whether as a result of the exercise of its rights under clause 24 or otherwise, that the Tenderer does not have the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer; or
 - D. the Tenderer has:

- 1) failed to comply with any of its obligations in the Disclaimer and Confidentiality Agreement or the Tender Conditions; or
- 2) otherwise acted inconsistently with the tender process; and
- (iv) decide not to evaluate or continue to evaluate any material provided in excess of any page limit specified in a Tender Schedule.

5. TENDERER'S DUE DILIGENCE

- (a) No representation has been or is made to the Tenderer by the Commonwealth, the Tender Administrator or any of their employees, agents or consultants about the accuracy, completeness or sufficiency of the ECI Brief or the Works Description and the Commonwealth:
 - (i) has not assumed; nor
 - (ii) does it assume,

a duty of care to the Tenderer concerning the ECI Brief or the Works Description.
- (b) The Tenderer is required to do, and will be deemed to have done, everything that would be expected of a prudent, competent and experienced contractor in:
 - (i) assessing the risks which it is assuming under the Contract in Part 5; and
 - (ii) ensuring that its tendered Contract Price contains allowances to protect it against any of these risks, including all those things, activities and tasks set out in the Tender Form.

6. INFORMATION DOCUMENTS

- (a) The Tenderer acknowledges and agrees that:
 - (i) the Information Documents are for the information only of the Tenderer;
 - (ii) the Information Documents do not form part of the Tender Documents and will not form part of the Contract in Part 5; and
 - (iii) this clause 6 applies notwithstanding that AusTender may describe such documents as "addenda" or "ATM Documents".
- (b) The Tenderer acknowledges and agrees that, if requested by the Tender Administrator, the Tenderer must provide to the Tender Administrator by email the names and addresses of all persons to whom the Tenderer has issued the whole or any part of the Tender Documents and Information Documents by the time and date specified in the Tender Administrator's request.
- (c) The Tenderer warrants that to the extent that the Tender Documents and the Information Documents:
 - (i) are published on AusTender, within 2 business days of the Tenderer downloading any of the Tender Documents or the Information Documents from AusTender; or
 - (ii) are not published on AusTender, within 2 business days of the Tender Administrator issuing any of the Tender Documents or the Information Documents to the Tenderer,

the Tenderer must duly complete, execute and return the Disclaimer and Confidentiality Agreement by email to the Tender Administrator.
- (d) The Tender Administrator may (in its absolute discretion) exclude the Tenderer from participating in the Tender process if the Tenderer does not satisfy the requirement under paragraph (c), and its Tender will not be evaluated (or continue to be evaluated).

7. PROPOSED PROCEDURE BEFORE AND AFTER ATM CLOSE DATE AND ATM CLOSE TIME

7.1 Procedure Before the ATM Close Date and ATM Close Time

- (a) The Commonwealth requires the lodgement of fully competitive Tenders from each Tenderer, which will:
- (i) generally maximise the possibility of exceptional performance by the successful Tenderer in accordance with the terms of the Tender Documents; and
 - (ii) maximise achievement of the ECI Objectives.
- ECI delivery (as provided for under the Tender Documents) has particular requirements which should, as a minimum, be fully understood and addressed by the Tenderer in its Tender to enable the objectives in this paragraph (a) to be achieved.
- In light of this paragraph (a) (and without limiting any other provision of the Tender Conditions), before the ATM Close Date and ATM Close Time, the Commonwealth may (in its absolute discretion) from time to time with one or more Tenderers, at a time and place and in a manner notified by the Commonwealth, engage separately with representatives of each Tenderer to:
- (iii) obtain information in relation to, and discuss and clarify aspects of, the Tenderer's proposed Tender and the Contract in Part 5; and
 - (iv) explain the intention of, and answer questions about, any aspect of the ECI delivery method and the Tender Documents, including the Contract in Part 5,
- but the Commonwealth is not obliged to:
- (v) provide any information or explanation, answer any questions or otherwise act in any particular manner in or arising out of or in connection with any meeting convened under this paragraph (a); or
 - (vi) amend the Tender Documents arising out of or in connection with any meeting under this paragraph (a).
- (b) The Commonwealth may issue, and require Tenderer compliance with, protocols or other conditions which will govern any meeting convened in accordance with paragraph (a).
- (c) The Tenderer must:
- (i) attend and participate in all meetings required by the Commonwealth under paragraph (a);
 - (ii) comply with any protocol or other condition issued by the Commonwealth under paragraph (b); and
 - (iii) provide all information or clarifications required by the Commonwealth under paragraph (a):
 - A. by the time and date specified by the Commonwealth; and
 - B. by the form of communication specified by the Tender Documents or otherwise specified by the Commonwealth.

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- (d) At the time of any Tenderer meeting, the Tenderer may request that any matter raised by the Tenderer during the Tenderer meeting and any response by the Commonwealth remains confidential on the basis that the whole or any part of the matter raised contains commercial-in-confidence information. The Tenderer must provide justification if the Tenderer makes a request under this paragraph (d).
- (e) If a request is made under paragraph (d), the Commonwealth will notify the Tenderer that the Commonwealth (in its absolute discretion) either:
 - (i) agrees that the whole or any part of the matter raised contains commercial-in-confidence information (in which case the relevant matter raised and any response will not be issued to all Tenderers); or
 - (ii) does not agree that the whole or any part of the matter raised contains commercial-in-confidence information.
- (f) If the Commonwealth notifies the Tenderer under paragraph (e)(ii):
 - (i) the Tenderer must immediately notify the Commonwealth if it wishes to withdraw its request under paragraph (d); and
 - (ii) if the Tenderer does not withdraw its request under subparagraph (i), the Commonwealth may (in its absolute discretion) disclose the matter raised and any response to the other Tenderers in the form of addenda under clause 2.2(d) or as an Information Document (in which case the relevant matter raised and any response will be issued to all Tenderers).
- (g) Without limiting any other provision of the Tender Conditions, the Commonwealth may (in its absolute discretion) publish or issue addenda under clause 2.2(d) or Information Documents to address any matters arising out of or in connection with any Tenderer meeting convened under paragraph (a).

7.2 Procedure After the ATM Close Date and ATM Close Time

- (a) After the ATM Close Date and ATM Close Time the Commonwealth may (in its absolute discretion) do one or more of the following from time to time with one or more Tenderers:
 - (i) meet with representatives of the Tenderer to obtain further information, documents or evidence in relation to, and otherwise clarify, aspects of the Tender;
 - (ii) require the Tenderer to present key elements of its Tender to such persons as may be nominated by the Tender Administrator;
 - (iii) conduct interviews with the Tenderer and any proposed personnel/representative approved by the Tender Administrator;
 - (iv) require the Tenderer to provide the Commonwealth with further information, documents, evidence or clarification in relation to any aspect of the Tender or as otherwise described in the Tender Documents; and
 - (v) set aside a Tender, pending negotiations with two or more preferred Tenderers under paragraph (d).
- (b) The Commonwealth may issue, and require Tenderer compliance with, protocols or other conditions which will govern any meeting convened or presentation made in accordance with paragraph (a).
- (c) The Tenderer must:
 - (i) attend and participate in all meetings and presentations required by the Commonwealth under paragraph (a);
 - (ii) comply with any protocol or other condition issued by the Commonwealth under paragraph (b); and

- (iii) provide all information, documents, evidence or clarifications required by the Commonwealth under paragraph (a):
 - A. by the time and date specified by the Commonwealth; and
 - B. by the form of communication specified by the Tender Documents or otherwise specified by the Commonwealth.
- (d) The Commonwealth may (in its absolute discretion) by notice appoint one or more Tenderers as preferred Tenderers:
 - (i) for the purposes of negotiating or otherwise seeking to document and finalise a contract; and
 - (ii) subject to the satisfaction of such conditions (if any) as may be stated in the notice, including:
 - A. the Tenderer duly completing, executing and returning a preferred Tenderer negotiation protocol in the form specified by the Commonwealth (setting out the basis on which the Commonwealth will negotiate with the preferred Tenderer):
 - 1) by the time and date specified by the Commonwealth; and
 - 2) by the form of communication specified by the Commonwealth; and
 - B. any Financial Viability Assessment under clause 24 or otherwise.
- (e) Without limiting clause 8 or the legal effect of the preferred Tenderer's obligations under any preferred Tenderer negotiation protocol required under paragraph (d)(ii), the appointment of a Tenderer as a preferred Tenderer under paragraph (d) is not to be taken as a representation that the Commonwealth will award the Contract in Part 5 to the preferred Tenderer and does not bind the Commonwealth to do so.
- (f) Negotiations or other dealings with preferred Tenderers under paragraph (d):
 - (i) may be conducted on any basis which the Commonwealth (in its absolute discretion) considers will enable the Commonwealth to improve the value for money which it would obtain from acceptance of any preferred Tenderer's Tender;
 - (ii) without limiting subparagraph (i), may involve the amendment of any aspect of the Tender Documents (including the Contract in Part 5) or a preferred Tenderer's Tender, regardless of how substantial the amendment or the fact that the amendment is only proposed to a particular preferred Tenderer; and
 - (iii) do not require the Commonwealth to provide each preferred Tenderer (if more than one) with the same information, opportunity to negotiate, or proposed amendment of any aspect of the Tender Documents (including the Contract in Part 5) or the preferred Tenderer's Tender.
- (g) Without limiting clause 4 of the Disclaimer and Confidentiality Agreement, the Commonwealth may (in its absolute discretion) by notice discontinue negotiations or dealings at any time and for any reason with a preferred Tenderer.

7.3 Tender Process Acknowledgements

The Tenderer acknowledges that:

- (a) to the extent permitted by law:
 - (i) without limiting the legal effect of a Tenderer's obligations under any protocol required under clauses 7.1(c)(ii), 7.2(c)(ii) and 7.2(d)(ii), the Commonwealth does not intend to create any contract or other relationship under which the Commonwealth is legally obliged

- to conduct the tender process in any manner or at all and that there is in fact no such contract or other relationship in existence;
- (ii) there will be no procedural or substantive limitation upon the manner in which the Commonwealth may (in its absolute discretion) conduct the tender process;
- (iii) neither the Commonwealth, the Tender Administrator nor anyone on the Commonwealth's behalf warrants, guarantees or makes any representation about:
 - A. the relevance, completeness, accuracy or adequacy of any Information Document or whether or not any other information exists; or
 - B. any Tender, the Commonwealth's requirements for the Contractor's Activities, the Works, the Project or the way in which it will evaluate Tenders arising out of or in connection with anything which the Commonwealth states or does or omits to state or do in, arising out of or in connection with any industry briefing, meeting or presentation under clause 2.3 or 7 (**Meeting Conduct**);
- (iv) the Commonwealth does not owe any duty of care to the Tenderer in respect of any Information Document or any Meeting Conduct; and
- (v) the Tenderer will not in any way rely upon any Information Document (or the relevance, completeness, accuracy or adequacy of any Information Document) or any Meeting Conduct for the purposes of preparing, amending or negotiating its Tender or entry into any contract with the Commonwealth;
- (b) the Commonwealth may vary, suspend or discontinue or terminate the tender process at any time and for any reason;
- (c) the Commonwealth is proceeding with the tender process strictly on the basis of, and in reliance upon, the acknowledgements set out above; and
- (d) the Commonwealth may exercise its rights under clauses 7.1 and 7.2 either itself or through the Tender Administrator acting on its behalf.

8. ACCEPTANCE OF TENDERS

- (a) The Commonwealth is not bound or required to accept the lowest or any Tender.
- (b) A Tender (as amended, if at all, under clause 7) will not be deemed to be accepted unless and until the Contract set out in Part 5 is completed and the Formal Agreement signed by the Tenderer and the Commonwealth, and for this purpose the successful Tenderer must take all necessary steps to execute the Formal Agreement when required by the Commonwealth.
- (c) No other document issued or made available and no other representation made or conduct engaged in, by or on behalf of the Commonwealth (other than as set out under paragraph (b)) will be deemed to be acceptance of a Tender or to create any contractual or other legal relationship which is binding on the Commonwealth or otherwise oblige the Commonwealth to enter into a contract with the Tenderer.

9. NOTIFICATION AND DEBRIEF

- (a) If the Tenderer:
 - (i) did not lodge a conforming Tender, the Commonwealth will notify the Tenderer in writing and no debrief will be provided unless the Commonwealth considers, in its absolute discretion, that it would be appropriate in the particular circumstances to do so following a written request from the Tenderer; or
 - (ii) did lodge a conforming Tender, the Commonwealth:

- A. may (in its absolute discretion) notify the Tenderer if its Tender has been set aside under clause 7.2(a)(v); and
 - B. will notify the Tenderer in writing if its Tender was unsuccessful (regardless of whether or not its Tender was set aside under clause 7.2(a)(v)).
- (b) Within 14 days of:
- (i) receipt of a notice from the Commonwealth under paragraph (a)(i) or (a)(ii)B; or
 - (ii) the date upon which the Tender is accepted under clause 8,
- the Tenderer may notify the Tender Administrator by email that a debrief is requested.
- (c) If a request is made under paragraph (b):
- (i) the Commonwealth will determine (in its absolute discretion) a suitable time, date and place for the debrief after the Award Date;
 - (ii) the Tender Administrator will notify the Tenderer of the time, date and place for the debrief; and
 - (iii) the Commonwealth will provide the debrief.
- (d) The purpose of the debrief is to discuss the reasons why the Tender was non-conforming, successful or unsuccessful (as the case may be) and neither the Commonwealth nor the Tender Administrator is obliged to make any comparison with or provide any information about any other Tenderer or Tender at the debrief.

10. COSTS AND CLAIMS

Without limiting any other provision of these Tender Documents and except to the extent of any compensation awarded under the Judicial Review Act, no payment will be made by the Commonwealth to the Tenderer or any other person or entity for any costs, expenses, losses, damages or liabilities incurred or suffered by the Tenderer or any other person or entity arising out of or in connection with:

- (a) preparing a Tender;
- (b) the tender process (including an industry briefing, if applicable, any Tenderer meeting, a debrief or any discussions, negotiations or enquiries or any work undertaken by the Tenderer before or after the ATM Close Date and ATM Close Time, including in relation to anything that occurs under clauses 2.3 or 7); or
- (c) any failure to comply with the Disclaimer and Confidentiality Agreement or the Tender Conditions.

11. JOINT BIDS

11.1 If a Registration of Interest Process was Used

- (a) If a registration of interest process was used and the Tenderer's registration of interest:
 - (i) was not lodged on a Joint Bid Basis (as defined under clause 8 of the Invitation to Register Interest), the Tenderer must not lodge its Tender on a Joint Bid Basis (whether with any one or more of the other tenderers for the Contractor's Activities and the Works or any other party); or
 - (ii) was lodged on a Joint Bid Basis (as defined under clause 8 of the Invitation to Register Interest), the Tenderer must:
 - A. subject to subparagraph B, lodge its Tender on the basis described in its registration of interest; or

- B. if the Tenderer wishes to lodge its Tender on a basis other than that described in its registration of interest, notify the Tender Administrator by email no later than 14 days prior to the ATM Close Date and ATM Close Time, providing details of its request to lodge its Tender on any other basis.
- (b) If a request is made under paragraph (a)(ii)B, the Tender Administrator will notify the Tenderer that the Commonwealth (in its absolute discretion) either:
 - (i) grants permission, whether with or without such conditions as the Commonwealth thinks fit; or
 - (ii) refuses permission.

11.2 If a Registration of Interest Process was Not Used

If a registration of interest process was not used, the Commonwealth offers the Tenderer the opportunity to lodge its Tender on a Joint Bid Basis.

11.3 Completion of Tender Form and Tender Schedules

Where the Tender is lodged on a Joint Bid Basis, the Tenderer is requested to:

- (a) comply with any specific requirement of these Tender Conditions and any Tender Schedule insofar as it relates to a Tender lodged on a Joint Bid Basis;
- (b) otherwise ensure that it provides any information which it considers relevant to its proposed joint bid arrangements in the context of its response to the Tender Form and each Tender Schedule; and
- (c) complete and lodge a single Tender Form on behalf of all entities that are lodging the Tender on a Joint Bid Basis and ensure that the Tender Form is duly executed by each such entity.

11.4 Amendments to Contract

If the Commonwealth considers negotiating or accepting a Tender lodged on a Joint Bid Basis, the Commonwealth reserves the right to require such amendments to the Contract in Part 5 as the Commonwealth considers (in its absolute discretion) are necessary to:

- (a) ensure the joint and several liability of the parties comprising the Contractor; and
- (b) otherwise provide it with sufficient protection in the event of default or financial difficulty of any type (including the circumstances described in the definition of "Insolvency Event" under clause 1.1 of the Conditions of Contract in Part 5),

including in relation to the provision of cross guarantees, parent company guarantees, indemnities, collateral warranties, direct collateral covenants with subcontractors or otherwise.

12. RESTRICTION ON USE OF PERSONNEL IN PREPARATION OF TENDER

- (a) Subject to paragraph (c)(i), the Tenderer must ensure that its Tender is not prepared (in whole or in part) by any officer, employee, agent or adviser of the Tenderer who was:
 - (i) an employee of DITRDCSA, or involved in any capacity in the planning or performance of the Contractor's Activities, the Works or the Project, at any time during the 12 months immediately preceding the date on which the Tender Documents were issued to the Tenderer; or
 - (ii) involved in any capacity in the Commonwealth's management of the tender process or preparation of the Tender Documents at any time.
- (b) If the Tenderer wishes to request permission to have a person described under paragraph (a) contribute to or participate in the preparation of the Tender, it must notify the Tender Administrator by email no

later than 14 days prior to the ATM Close Date and ATM Close Time, providing details of the person, the person's status under paragraph (a) and the person's proposed contribution to or participation in the preparation of the Tender.

- (c) If a request is made under paragraph (b), the Tender Administrator will notify the Tenderer that the Commonwealth (in its absolute discretion) either:
- (i) grants permission, whether with or without such conditions as the Commonwealth thinks fit (which may include requiring the relevant person to make a statutory declaration or duly execute a deed); or
 - (ii) refuses permission.

13. CONFLICT OF INTEREST

- (a) The Tenderer must not place itself, and must ensure that its officers, employees, agents and advisers do not place themselves, in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Tenderer during this tender process.
- (b) If during this tender process a conflict of interest arises, or appears likely to arise, the Tenderer must immediately notify the Tender Administrator by email, providing details of such conflict of interest and the steps which the Tenderer has taken (or will take) to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.
- (c) If a notice is given under paragraph (b), the Tender Administrator will notify the Tenderer of any steps the Commonwealth requires the Tenderer to take to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.
- (d) Without limiting clause 4(d)(iii), the Commonwealth may (in its absolute discretion) decide not to evaluate (or continue to evaluate) a Tender if the Tenderer:
- (i) has not complied with paragraph (a);
 - (ii) fails to notify the Tender Administrator under paragraph (b); or
 - (iii) fails to take the steps notified by the Tender Administrator under paragraph (c) to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.

14. USE OF TENDERS

The Tenderer acknowledges that:

- (a) its Tender and any other documents arising out of or in connection with this tender process become the property of the Commonwealth; and
- (b) subject to the Commonwealth Procurement Rules, the Commonwealth may (in its absolute discretion) use, retain and copy the information contained in its Tender and any other documents arising out of or in connection with this tender process for any purpose arising out of or in connection with:
- (i) the evaluation and selection of applicants and tenderers;
 - (ii) the development and preparation of tender documents and any subsequent tender process conducted by the Commonwealth in respect of the Contractor's Activities, the Works or the Project;
 - (iii) verifying the accuracy, consistency and adequacy of information provided under any other invitation to register interest process, tender process or similar procurement process conducted by the Commonwealth; or

- (iv) the development and preparation of invitation to register interest documents, tender documents or similar documents and any subsequent invitation to register interest process, tender process or similar procurement process conducted by the Commonwealth.

15. IMPROPER OR UNLAWFUL CONDUCT

15.1 No Understanding or Arrangement

The Tenderer must not, in preparing its Tender, communicate (verbally or otherwise) or make any arrangement or arrive at any understanding with any of the other Tenderers or with any employee of an association of which it or any other Tenderers are a member concerning the Tender Documents or any aspect of the Contractor's Activities or the Works and, without limitation, must not engage in any:

- (a) discussion or correspondence with such entities concerning the prices included in its Tender;
- (b) collusive tendering with any of the other Tenderers; or
- (c) other conduct or make any other arrangement or arrive at any other understanding with any of the other Tenderers,

which in any way will reduce, or could have the effect of reducing, the competitiveness of the tender process for the Contractor's Activities and the Works.

15.2 Consequences of Improper or Unlawful Conduct

Without limiting clause 4(d)(iii), the Commonwealth may (in its absolute discretion) decide not to evaluate (or continue to evaluate) a Tender if the Tender has been prepared:

- (a) in breach of or otherwise inconsistently with any Statutory Requirement regarding the offering of unlawful inducements in connection with the preparation of a tender or during a tender process;
- (b) with the utilisation of information unlawfully obtained from the Commonwealth; or
- (c) in breach of clause 15.1.

16. COMMONWEALTH POLICIES

The Commonwealth is and will be subject to a number of Commonwealth requirements and policies, which support internal and external scrutiny of its tendering and contracting processes and the objectives of transparency, accountability and value-for-money, including requirements to:

- (a) publish details of agency agreements, Commonwealth contracts, amendments and variations to any agreement or contract and standing offers with an estimated value of \$10,000 or more on AusTender (the Commonwealth's business opportunity website located at www.tenders.gov.au);
- (b) report and post on the internet a list of contracts valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts; and
- (c) report and post on the internet information about its contracts in other ways pursuant to its other reporting and disclosure obligations, including annual reporting requirements and disclosure to any House or Committee of the Parliament of the Commonwealth of Australia.

17. AUSTRALIAN NATIONAL AUDIT OFFICE

- (a) The Tenderer's attention is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with certain rights to have access to information, documents and records.
- (b) Without limiting the Contract Administrator's rights, or the Contractor's obligations or liabilities under clause 6.12 of the Conditions of Contract in Part 5, the Auditor-General or other authorised persons may

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be nominated by the Contract Administrator under clause 6.12 of the Conditions of Contract in Part 5 for the purpose of exercising their rights under the *Auditor-General Act 1997* (Cth).

18. PROCUREMENT COMPLAINTS

18.1 General Procurement Complaints

If the Tenderer wishes to make a complaint in relation to this tender process:

- (a) subject to paragraph (b), the Tenderer should submit the complaint in writing to the email address set out in the Tender Particulars; or
- (b) if the Tenderer has reason to believe that the complaint satisfies the requirements of the Judicial Review Act, the Tenderer may submit the complaint under the process set out in clause 18.2.

18.2 Complaints under the *Government Procurement (Judicial Review) Act 2018*

- (a) Clause 18.2 only applies if this tender process is a Covered Procurement for the purposes of the Judicial Review Act.
- (b) The Judicial Review Act establishes a statutory framework for suppliers to make complaints about non-compliance with specific provisions of the Commonwealth Procurement Rules in respect of Covered Procurements.
- (c) If this clause 18.2 applies and the Tenderer has reason to believe that:
 - (i) the Commonwealth or an official of the Commonwealth has engaged, is engaging or is proposing to engage in any conduct in contravention of the Relevant Commonwealth Procurement Rules in relation to this tender process; and
 - (ii) the interests of the Tenderer are affected by the conduct,
 the Tenderer may submit a complaint about the conduct in writing to the email address set out in the Tender Particulars.
- (d) Where requested by the Commonwealth, the Tenderer must do all things reasonably necessary to cooperate with the Commonwealth (including providing information or answering questions) in the investigation and attempted resolution of any complaint in respect of this tender process under this clause 18.2.
- (e) A public interest certificate under the Judicial Review Act in relation to the tender process:
 - (i) is in force if stated in the Tender Particulars as being in force; or
 - (ii) may otherwise be issued by the Commonwealth at any time during the tender process (including after any complaint has been made by a Tenderer under this clause 18.2), in which case the Tender Administrator will notify all Tenderers of the issue of the public interest certificate.
- (f) Without limiting the operation of the Judicial Review Act, if a Tenderer makes a complaint under this clause 18.2 and at the time of the complaint no public interest certificate is in force in relation to this tender process, the Commonwealth may suspend this tender process in accordance with section 20 of the Judicial Review Act by notice to all Tenderers.

19. FREEDOM OF INFORMATION

- (a) The *Freedom of Information Act 1982* (Cth) (**FOI Act**) gives members of the public rights of access to official documents of the Commonwealth Government and its agencies. The FOI Act extends, as far as possible, rights to access information (generally documents) in the possession of the Commonwealth Government, limited only by considerations for the protection of essential public interest and of the

private and business affairs of entities in respect of whom information is collected and held by departments and public authorities.

- (b) Commonwealth requirements and policies will require certain identifying details of the Contract in Part 5 to be made available to the public via the internet.

20. TENDERER'S COMMERCIAL-IN-CONFIDENCE INFORMATION

- (a) Subject to paragraph (b), the Commonwealth must keep confidential any information provided to the Commonwealth by a Tenderer after the Award Date when:

- (i) a request to keep specific information confidential and the justification for keeping such information confidential is included in a Tender by a Tenderer in Tender Schedule I - Miscellaneous Matters For Evaluation;
- (ii) the Commonwealth agrees (in its absolute discretion) that such information is commercial-in-confidence information; and
- (iii) the Tender Administrator notifies the Tenderer that the Commonwealth (in its absolute discretion) agrees, including the terms of any agreement under subparagraph (ii),

(Commercial-in-Confidence Information).

The Tenderer acknowledges and agrees that it will not be open for it to claim that any other matters in relation to the ECI Activities under the Contract will be commercial-in-confidence information.

- (b) The Commonwealth's obligation under paragraph (a) does not apply if the Commercial-in-Confidence Information is:
- (i) disclosed by the Commonwealth to its legal or other advisers, or to its officers, employees, contractors or agents by virtue of or in connection with evaluation of the Tender;
 - (ii) disclosed by the Commonwealth to any responsible Minister or any Ministerial adviser or assistant;
 - (iii) disclosed by the Commonwealth to any House or Committee of the Parliament of the Commonwealth of Australia;
 - (iv) disclosed to any Commonwealth department, agency or authority by virtue of or in connection with its functions, or statutory or portfolio responsibilities;
 - (v) authorised or required by law to be disclosed; or
 - (vi) in the public domain otherwise than due to a breach of paragraph (a).

21. PRIVACY

- (a) The Tenderer agrees, when doing any act or engaging in any practice for the purposes of lodging a Tender under these Tender Conditions, to comply with the Australian Privacy Principles as if the Tenderer were an agency as defined in the Privacy Act.
- (b) The Tenderer acknowledges that, in addition to the requirements of this clause 21, the Tenderer may also be obliged to comply with other obligations in relation to the handling of Personal Information, including under other Statutory Requirements.

22. WORKPLACE GENDER EQUALITY

- (a) The Tenderer's attention is drawn to the Workplace Gender Equality Procurement Principles (the **Principles**), which impose obligations on the Commonwealth to obtain a letter of compliance from any Tenderer who is a "Relevant Employer" as defined in the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). The Australian Government has adopted a policy of not purchasing goods or services from

suppliers who do not comply with their obligations, if any, under the WGE Act. More information about the requirements arising under the Principles and the WGE Act is available from the Workplace Gender Equality Agency (WGEA) at <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>.

- (b) As part of its Tender, the Tenderer must complete section 5 of the Tender Form in Part 3.
- (c) At the Award Date, the successful Tenderer must comply with the WGE Act if it applies to the successful Tenderer.

23. EMPLOYEE ENTITLEMENTS

- (a) The Tenderer should note that it is a requirement of the Commonwealth Procurement Rules that the Commonwealth must not enter into a contract with a tenderer who has a judicial decision against it (not including a decision under appeal) relating to employee entitlements and who has not satisfied any resulting order (e.g. where the entitlement remains unpaid). A judicial decision is one made by any court, tribunal or other body with authority to make a decision or determination which is binding on the Tenderer.
- (b) The Tenderer must make the declaration set out in section 6 of the Tender Form in Part 3.
- (c) At the Award Date, the successful Tenderer must not have any judicial decision against it (not including a decision under appeal) relating to employee entitlements where the resulting order remains unsatisfied.
- (d) At any time before the Award Date, the Tender Administrator may (in its absolute discretion) notify the Tenderer that the Commonwealth requires the Tenderer to provide to the Tender Administrator by email by the time and date specified in the notice a declaration in a form approved by the Commonwealth:
 - (i) confirming that it has not had any judicial decision against it (not including a decision under appeal) relating to employee entitlements where the resulting order remains unsatisfied; and
 - (ii) providing details of any matter in respect of which the Tenderer is a party which is before any court, tribunal or authority referred to under subparagraph (i) and which relates to any employee related entitlement (whether on appeal or otherwise).

24. FINANCIAL VIABILITY

24.1 Solvency Statement and Financial Information

Without limiting clauses 4(d) and 7, at any time before the Award Date, the Tender Administrator may (in its absolute discretion) notify the Tenderer that the Commonwealth requires the Tenderer to provide to the Tender Administrator (or the Independent Financial Adviser engaged by the Commonwealth and notified to the Tenderer under clause 24.2, if specified in the request) by email by the time and date specified in the notice, any of the following information or documents:

- (a) a duly executed solvency statement in the form attached to the Tender Administrator's notice;
- (b) financial reports, accounts and records as specified (including any which have been subject to third party audit) for up to three prior financial years;
- (c) if the Tenderer is a foreign individual, firm, corporation or otherwise, details of all assets and liabilities in Australia;
- (d) if the Tenderer is a company and forms part of a corporate group, details of the structure of the corporate group and any financial guarantee or assurance arrangements or inter-company loans between members of that corporate group;
- (e) details of any pending, threatened or actual litigation, arbitration or other forms of dispute resolution involving the Tenderer;

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- (f) details of all securities provided by the Tenderer (including details of the type of security, the issuer of the security, details as to whom the security has been provided, the assets secured and the amounts secured), any contingent liabilities and all finance facilities that the Tenderer has in place;
- (g) full contact details for its Financial Representative for the purpose of providing further financial information and documents and answering questions; and
- (h) any additional financial information or documents specified in the notice,

for the purpose of assessing whether or not the Tenderer has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.

The Tenderer acknowledges that:

- (i) if the Tenderer lodged its Tender on a Joint Bid Basis, it must provide the information or documents in clause 24.1 for each joint bid party (as applicable); and
- (j) the Tender Administrator may (in its absolute discretion) make a request under clause 24 to one or more Tenderers without making such a request to all Tenderers.

24.2 Independent Financial Adviser

The Tenderer acknowledges that:

- (a) the Commonwealth may (in its absolute discretion) engage an Independent Financial Adviser:
 - (i) to assess whether or not the Tenderer has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (including an assessment of the information or documents provided by the Tenderer under clause 24.1 or otherwise); and
 - (ii) in respect of one or more Tenderers without engaging the Independent Financial Adviser in respect of all Tenderers;
- (b) the Independent Financial Adviser may (in its absolute discretion) contact the Financial Representative nominated by the Tenderer (whether in response to a request under clause 24.1 or otherwise) directly for the purpose of the Financial Viability Assessment; and
- (c) it will ensure that its Financial Representative co-operates with and does everything necessary to assist the Commonwealth, the Tender Administrator and the Independent Financial Adviser in the Financial Viability Assessment process.

If the Commonwealth engages an Independent Financial Adviser, the Tender Administrator will notify the Tenderer of the identity of the Independent Financial Adviser.

25. STRATEGIC NOTICE EVENTS

25.1 Tenderer's Warranty

The Tenderer warrants that, at the time of lodging its Tender, it is not aware of any Strategic Notice Event.

25.2 Tenderer to Give Notice

The Tenderer acknowledges and agrees that:

- (a) it will comply with its obligations under the Disclaimer and Confidentiality Agreement in respect of the notification and management of any Strategic Notice Event; and
- (b) the Commonwealth, either itself or acting through the Tender Administrator, has rights and discretions in respect of any Strategic Notice Event and may exercise those rights in accordance with the relevant terms of the Disclaimer and Confidentiality Agreement.

25.3 Release

The Tenderer must bear, and releases the Commonwealth in respect of, all costs, expenses, losses, damages or liabilities suffered or incurred by the Tenderer or any other person or entity arising out of or in connection with the Strategic Notice Event or the exercise of any of the Tender Administrator's or the Commonwealth's absolute discretions under clause 25 or a corresponding clause in respect of any other Tenderer.

26. LOCAL INDUSTRY CAPABILITY

26.1 General

- (a) Local industry participation is an expected outcome of Commonwealth expenditure. This expectancy builds on the Commonwealth Procurement Rules, which require procurement practices that do not unfairly discriminate against Small and Medium Enterprises (SMEs) and provide appropriate opportunities for SMEs to compete for Commonwealth funded work.
- (b) A core requirement of Commonwealth procurement is for the Commonwealth to consider, in the context of determining value for money:
 - (i) the benefits of doing business with competitive SMEs when specifying requirements and evaluating value for money;
 - (ii) barriers to entry that may prevent SMEs for competing (for example, costly preparation of tenders);
 - (iii) the capabilities of SMEs and their commitment to local or regional markets; and
 - (iv) the potential benefits of having a larger, more competitive supplier base.
- (c) To ensure compliance with the relevant requirements in the Commonwealth Procurement Rules, the Tenderer is required to develop a Local Industry Capability Plan. The Local Industry Capability Plan will outline the Tenderer's proposed approach to engaging industry and SMEs at the local and national level in the delivery of the project.

26.2 Local Industry Capability Plan

- (a) As part of its Tender, the Tenderer is requested to prepare, complete and lodge a draft Local Industry Capability Plan containing the details requested in section 1 of Tender Schedule E - Industry Inclusion and Skills.
- (b) The Tenderer should also note the evaluation criterion under clause 4(a)(v)A.
- (c) The successful Tenderer will be required to prepare a Local Industry Capability Plan and submit it to the Contract Administrator after the Award Date. The Local Industry Capability Plan must be:
 - (i) based on the draft Local Industry Capability Plan provided by the successful Tenderer in its response to section 1 of Tender Schedule E - Industry Inclusion and Skills; and
 - (ii) finalised in accordance with clause 10.2 of the Conditions of Contract in Part 5.
- (d) For projects valued at \$7.5 million and above, the Local Industry Capability Plan will be used by the Commonwealth in considering the economic benefits to the Australian economy to be derived from the project during the term of the Contract in accordance with paragraph 4.7 of the Commonwealth Procurement Rules.
- (e) During the term of the Contract:
 - (i) the Contractor will use the Local Industry Capability Plan to:
 - A. provide evidence of the local and broader Australian industry commitment, in dollar value, benefits and work package terms;

- B. deliver data on the economic benefits for Australian industry locally and nationally; and
 - C. indicate how these obligations will be monitored and managed during the term of the Contract; and
- (ii) the Commonwealth will use the Local Industry Capability Plan to:
- A. determine the extent of the economic benefit to the Australian economy;
 - B. validate engagement and commitment to opportunities for local industry participation in the procurement or the supply chain; and
 - C. identify further opportunities to support and develop Australian industry.

27. NOT USED

28. WHS ACCREDITATION SCHEME

- (a) Clause 28 applies unless the Tender Particulars state that it does not apply.
- (b) As part of its Tender, the Tenderer must complete and lodge Tender Schedule K - WHS Accreditation Scheme Accreditation.
- (c) The Tenderer's attention is drawn to the WHS Accreditation Scheme described in section 43 of the *Federal Safety Commissioner Act 2022* (Cth). More information on the WHS Accreditation Scheme is available at www.fsc.gov.au or by contacting the Federal Safety Commissioner on 1800 652 500.
- (d) In accordance with section 43(4) of the *Federal Safety Commissioner Act 2022* (Cth) the Commonwealth must not fund WHS Accreditation Scheme Building Work unless:
- (i) contracts for the WHS Accreditation Scheme Building Work will be entered into with builders who are accredited persons; and
 - (ii) at the time of funding, the Commonwealth takes appropriate steps to ensure that builders will be accredited persons when they carry out the WHS Accreditation Scheme Building Work.
- (e) On or prior to the proposed Award Date (as nominated in writing to the Tenderer by the Tender Administrator), where a Tender is submitted:
- (i) on the basis the Tenderer will carry out the WHS Accreditation Scheme Building Work, the Tenderer must hold WHS Accreditation Scheme accreditation; or
 - (ii) on a Joint Bid Basis and:
 - A. both joint bid parties will carry out WHS Accreditation Scheme Building Work, both joint bid parties must hold WHS Accreditation Scheme accreditation;
 - B. only one joint bid party will carry out WHS Accreditation Scheme Building Work, that party must hold WHS Accreditation Scheme accreditation; or
 - C. one joint bid party will carry out WHS Accreditation Scheme Building Work as an unaccredited builder (and one joint bid party is accredited), the joint bid parties must have obtained written confirmation from the Federal Safety Commissioner confirming the requirements of section 26(g) of the *Federal Safety Commissioner (Accreditation Scheme) Amendment Rules 2023* (Cth) have been met in relation to the Project.
- (f) The entity carrying out WHS Accreditation Scheme Building Work must:
- (i) comply with all conditions of accreditation under the WHS Accreditation Scheme; and

- (ii) maintain accreditation at all times whilst the WHS Accreditation Scheme Building Work is being carried out.
- (g) At any time before the proposed Award Date (as nominated in writing to the Tenderer by the Commonwealth), the Tender Administrator may (in their absolute discretion) notify the Tenderer that the Commonwealth requires the Tenderer to provide to the Tender Administrator by email by the time and date specified in the notice, evidence:
 - (i) it holds WHS accreditation in accordance with the WHS Accreditation Scheme (including any expiry dates for such accreditation);
 - (ii) it has taken steps to obtain accreditation in accordance with the WHS Accreditation Scheme; or
 - (iii) regarding any other information concerning accreditation under the WHS Accreditation Scheme, the Tender Administrator determines in their absolute discretion, is applicable.
- (h) The Tenderer acknowledges and agrees that irrespective of any WHS Accreditation Scheme evidence (or information lodged by a Tenderer as part of the tender process) the Commonwealth:
 - (i) will only enter into a contract with a Tenderer whose Tender and proposed approach to the delivery of WHS Accreditation Scheme Building Work complies in all respects with the WHS Accreditation Scheme and this clause 28; and
 - (ii) may (in its absolute discretion) exclude the Tenderer from further consideration if at any time before the proposed Award Date (as nominated in writing to the Tenderer by the Commonwealth) the:
 - A. Tenderer does not provide copies of all information requested by the Commonwealth (including satisfactory evidence of WHS Accreditation Scheme accreditation), including in accordance with a request under paragraphs (g)(i) to (g)(iii) of this clause 28; or
 - B. Commonwealth considers that the Tenderer cannot:
 - 1) obtain accreditation under the WHS Accreditation Scheme on or before the proposed Award Date; or
 - 2) comply with the conditions of the WHS Accreditation Scheme or this clause 28 on or before the proposed Award Date.

29. STATEMENT OF TAX RECORD

29.1 Tenderer to provide valid and satisfactory STRs

- (a) The Tenderer's attention is drawn to the Shadow Economy Procurement Connected Policy, which imposes obligations on the Commonwealth to obtain from tenderers valid and satisfactory STRs. More information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.
- (b) As part of its Tender, the Tenderer must complete and lodge Tender Schedule J - Statement of Tax Record, which includes:
 - (i) providing all of the valid and satisfactory STRs required for the Tenderer's entity type under (and as set out in) Tender Schedule J - Statement of Tax Record; and
 - (ii) making the Declaration in the form set out in item B.

The Tenderer should note that this is a **minimum form and content requirement** for its Tender under **clause 3.1(b)(ii) of the Tender Conditions**.

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- (c) The Tenderer's attention is also drawn to the Declaration in item B of Tender Schedule J - Statement of Tax Record.

29.2 Tenderer to confirm it holds valid and satisfactory STRs

Clause 29.2 does not apply unless the Tender Particulars state that it applies.

- (a) The Tenderer's attention is drawn to the Shadow Economy Procurement Connected Policy, which imposes obligations on the Commonwealth to obtain from tenderers valid and satisfactory STRs. More information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.
- (b) As part of its response to the Invitation to Register Interest, the Tenderer was required to:
- (i) provide all of the valid and satisfactory STRs required for its entity type; and
 - (ii) make a declaration in respect of matters relating to the Shadow Economy Procurement Connected Policy,
- as specified under Schedule E - Statement of Tax Record of the Invitation to Register Interest.
- (c) If any STR provided by the Tenderer as part of any Invitation to Register Interest process in respect of the Project or otherwise as part of the tender process is or will be no longer valid and satisfactory at the time of the proposed Award Date (as notified by the Tender Administrator), the Tenderer must, if and within the time required by the Tender Administrator, provide the Tender Administrator with a copy of each STR required for its entity type that will be valid and satisfactory on such proposed Award Date.
- (d) The Tenderer must obtain and hold valid and satisfactory STRs required for the entity type of each subcontractor that it will engage for the Contractor's Activities or the Works under a subcontract with an expected value of over \$4 million (GST inclusive), if known as at the ATM Close Date and ATM Close Time.

29.3 Acknowledgement

This clause 29.3 applies where either of clause 29.1 or 29.2 applies.

The Tenderer acknowledges and agrees that (irrespective of any STR lodged by the Tenderer as part of any Invitation to Register Interest process in respect of the Project or otherwise as part of the tender process) the Commonwealth:

- (a) will only enter into a contract with a Tenderer that, on the proposed Award Date whether as notified by the Tender Administrator under clause 29.2(c) or otherwise, holds and has provided to the Tender Administrator copies of all STRs required for its entity type in accordance with the Shadow Economy Procurement Connected Policy that will be valid and satisfactory on such Award Date; and
- (b) may (in its absolute discretion) exclude the Tenderer from further consideration if the Tenderer does not satisfy the requirement under paragraph (a).

29.4 Definitions

For the purposes of this clause 29:

- (a) an STR is taken to be:
 - (i) **satisfactory** if the STR states that the entity has met the conditions, as set out in the Shadow Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
 - (ii) **valid** if the STR has not expired as at the date on which the STR is required to be provided or held; and

- (b) **Statement of Tax Record** or **STR** has the meaning given in the Shadow Economy Procurement Connected Policy.

30. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY

- (a) The Tenderer's attention is drawn to the Environmentally Sustainable Procurement Policy, which applies to this tender process. The Environmentally Sustainable Procurement Policy aims to improve environmental sustainability across three focus areas – climate, the environment and circularity. More information on the Environmentally Sustainable Procurement Policy is available at www.dcceew.gov.au/sustainable-procurement.
- (b) As part of its Tender, the Tenderer must complete and lodge item C of Tender Schedule L - Environmentally Sustainable Procurement. The Tenderer should note that this is a **minimum form and content requirement** for its Tender under clause 3.1(b)(iii).
- (c) The successful Tenderer's Supplier Environmental Sustainability Plan will be attached to any Contract for the Contractor's Activities and the Works, and the successful Tenderer will be required to comply with and report against its Supplier Environmental Sustainability Plan during the term of the Contract.
- (d) The Supplier Environmental Sustainability Plan requires that certain information about the procurement and the delivery of any Contract be reported to the Commonwealth to enable the Commonwealth to evaluate the environmental sustainability progress and outcomes of the procurement and assess and report on environmental sustainability.
- (e) Notwithstanding clause 2.1(a), for the purposes of the Tender Conditions and the other Tender Documents, **Supplier Environmental Sustainability Plan** means the template Supplier Environmental Sustainability Plan set out in Tender Schedule L - Environmentally Sustainable Procurement.

31. AUSTRALIAN SKILLS GUARANTEE

31.1 Major Construction Project (\$10 million to \$100 million)

Clause 31.1 applies unless the Tender Particulars state that it does not apply.

- (a) The Tenderer's attention is drawn to the Australian Skills Guarantee Procurement Connected Policy. The Australian Skills Guarantee Procurement Connected Policy aims to address gender segregation and acute skills shortages by introducing the Skills Guarantee Targets.
- (b) The Project is a "Major Construction Project" for the purposes of the Australian Skills Guarantee Procurement Connected Policy.
- (c) As part of its Tender, the Tenderer is requested to complete and lodge section 2 of Tender Schedule E - Industry Inclusion and Skills.

31.2 Flagship Construction Project (Over \$100 million)

Clause 31.2 does not apply unless the Tender Particulars state that it does apply.

- (a) The Tenderer's attention is drawn to the Australian Skills Guarantee Procurement Connected Policy. The Australian Skills Guarantee Procurement Connected Policy aims to address gender segregation and acute skills shortages by introducing the Skills Guarantee Targets.
- (b) The Project is a "Flagship Construction Project" for the purposes of the Australian Skills Guarantee Procurement Connected Policy.
- (c) As part of its Tender, the Tenderer is requested to complete and lodge section 2 of Tender Schedule E - Industry Inclusion and Skills.

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32. MODERN SLAVERY

- (a) The Tenderer's attention is drawn to the *Modern Slavery Act 2018* (Cth) which, among other things, requires the preparation of a modern slavery statement on actions that Commonwealth non-corporate entities are taking to identify and manage modern slavery risks in their operations and supply chains. More information on what the Commonwealth is doing in respect of modern slavery is available at <https://modernslaveryregister.gov.au/resources>.
- (b) As part of its Tender, the Tenderer is requested to complete and lodge Tender Schedule M - Modern Slavery.
- (c) If the Tenderer wishes to lodge its Tender on a Joint Bid Basis, it is requested to complete and lodge the information requested for each joint bid party.
- (d) Without limiting any other right or remedy of the Commonwealth (under the Tender Conditions or otherwise at law or in equity), if the Commonwealth considers (in its absolute discretion) that the Tenderer's approach to, its record in respect of or ability to meet its compliance and reporting obligations in respect of modern slavery (including as informed by its response to Tender Schedule M - Modern Slavery) is manifestly unsatisfactory, the Commonwealth may notify the Tenderer by email or post that the Tenderer is specifically excluded from participating in the Tender process and its Tender will not be evaluated (or continue to be evaluated).
- (e) To assist the Commonwealth in making a determination under paragraph (d) the Tender Administrator may notify the Tenderer by email or post that the Tenderer is required to provide the Tender Administrator with (and the Commonwealth may consider) further information, documents or evidence in relation to, and otherwise clarify, any part of the Tenderer's response to Tender Schedule M - Modern Slavery by the time and date specified in the notice.
- (f) The Tenderer should note that the completion and lodgement of item A is a **minimum form and content requirement** for its Tender under clause 3.1(b)(iv) of the Tender Conditions.

33. SPECIAL CONDITIONS OF TENDER

These Tender Conditions also include any special conditions of tender specified in the Tender Particulars.

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PART 2 - TENDER PARTICULARS

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TENDER PARTICULARS

ATM Close Date and ATM Close Time: (Part 1, clause 2.1(b))	23 January 2026 12.00pm (ACT Local time)	
Tender Administrator: (Part 1, clause 2.1(q))	Palladium International Attn: Ben Mackey Slrmitigationrf@thepalladiumgroup.com	
Conditions for participation: (Part 1, clause 3.1(c))	The conditions for participation applicable to this tender process are that the Tenderer must: None stated.	
Format of Tender: (Part 1, clause 3.4(b)(iii))	Text-searchable PDF	
Maximum file size: (Part 1, clause 3.4(b)(iii)B)	5 megabytes per upload (with files compressed or zipped as required)	
Previous Performance: (Part 1, clauses 3.4(b)(ii)C and 4(a)(iii) and Part 4, Tender Schedule C - Previous Performance)	Clauses 3.4(b)(ii)C and 4(a)(iii) and Tender Schedule C - Previous Performance do apply.	
Additional Evaluation Criteria: (Part 1, clause 4(b))	None stated.	
Email address for submitting general procurement complaints: (Part 1, clause 18.1)	procurement.complaints@infrastructure.gov.au	
Complaints under the Judicial Review Act: (Part 1, clause 18.2)	Email address for submitting complaints under the Judicial Review Act: (Part 1, clause 18.2(e))	procurement.complaints@infrastructure.gov.au
	Public interest certificate: (Part 1, clause 18.2(e)(i))	As at the date of the release of the Tender Documents, a public interest certificate has not been issued.
WHS Accreditation Scheme: (Part 1, clause 28)	Clause 28 does apply.	
Shadow Economy Procurement Connected Policy - Tenderer to provide valid and satisfactory STRs: (Part 1, clause 29.1)	Clause 29.1 does apply.	

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<p>Shadow Economy Procurement Connected Policy - Tenderer to confirm it holds valid and satisfactory STRs: (Part 1, clause 29.2)</p>	<p>Clause 29.2 does not apply.</p>
<p>Australian Skills Guarantee – Major Construction Project: (Part 1, clause 31.1)</p>	<p>Clause 31.1 does apply.</p>
<p>Australian Skills Guarantee – Flagship Construction Project: (Part 1, clause 31.2)</p>	<p>Clause 31.2 does not apply.</p>
<p>Special conditions of Tender: (Part 1, clause 33)</p>	<p>None stated.</p>
<p>Additional Project Plans: (Part 4, Tender Schedule A - Project Understanding, item 2(c))</p>	<p>Design Management Plan and a Logistics and Supply Chain Management Plan, both as described within the ECI Brief at section 03.6 and section 3.7 respectively.</p>
<p>Program format: (Part 4, Tender Schedule D - Program and Minimum Resource Schedule, item 1(h))</p>	<p>Microsoft Project or equivalent requested by the Tenderer and approved by the Tender Administrator.</p>

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PART 3 - TENDER FORM

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

TENDER FORM

TENDER FORM

To: **Commonwealth of Australia (Commonwealth)**

By: **[INSERT NAME OF TENDERER INCLUDING ABN]**

1. THE OFFER

- (a) We tender to perform the Contractor's Activities and the Works in accordance with the Tender Documents and the enclosed Tender Schedules.
- (b) We confirm that our tender has been lodged in accordance with the Tender Conditions, including:
- (i) the lodgement requirements in clause 3.1(a) of the Tender Conditions;
 - (ii) the minimum form and content requirements in clause 3.1(b) of the Tender Conditions; and
 - (iii) the conditions for participation requirements (if any) in clause 3.1(c) of the Tender Conditions.
- (c) In consideration of the Commonwealth promising to pay us the sum of One Dollar (\$1.00) we unconditionally accept and agree to be bound by the Tender Conditions and this Tender Form, including:
- (i) in respect of the consequences of a non-conforming tender as set out in the Tender Conditions, including in clause 3.3 of the Tender Conditions;
 - (ii) after the ATM Close Date and ATM Close Time, to comply with all obligations and participate in all processes set out in clause 7.2 of the Tender Conditions;
 - (iii) if applicable, the requirements of clause 28 of the Tender Conditions in relation to WHS Scheme Accreditation;
 - (iv) if applicable, the requirements of clause 29 of the Tender Conditions in relation to Statements of Tax Record;
 - (v) to be bound by this Tender for the duration of the Tender Validity Period and agree that this Tender may be accepted by the Commonwealth at any time before the expiration of that period; and
 - (vi) providing the acknowledgements, agreements, releases, indemnities, warranties and other assurances as set out in the Tender Conditions and this Tender Form.
- (d) We:
- (i) prepared our Tender, and will enter into any contract with the Commonwealth, based on our own investigations, interpretations, deductions, information and determinations;
 - (ii) calculated our tendered Contract Price to cover, in addition to all other obligations under the Contract, the assumption of the risks described under clause 5 of the Tender Conditions;
 - (iii) obtained independent legal advice as to the effect of the provisions of these Tender Conditions and the Contract in Part 5 as to the assumption by the successful Tenderer of the risks described under clause 5 of the Tender Conditions;
 - (iv) examined all information relevant to the risks, contingencies and other circumstances having an effect on our Tender including (without limitation) the Information Documents, the material contained in the Tender Documents, any relevant technical advice made available by the Commonwealth and the terms and conditions of all Statutory Requirements;

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- (v) examined the Site and its surroundings by way of a site visit and/or virtually, conditions and characteristics and made an appropriate allowance in our Tender for any effect on our Tender;
 - (vi) satisfied ourselves as to the correctness and sufficiency of our Tender for the Contractor's Activities and the Works and that our tendered Contract Price covers the cost of complying with all the Contractor's obligations under the Contract in Part 5;
 - (vii) examined all Statutory Requirements relevant to any part of the Contractor's Activities and the Works which may restrict or inhibit the execution of any part of the Contractor's Activities or the Works and satisfied ourselves of our capacity to perform the Contractor's Activities and otherwise meet our obligations under the Contract in Part 5 without breaching any such Statutory Requirement; and
 - (viii) are aware that the Commonwealth will be relying upon each of the promises, representations and warranties given by us in this Tender if we are selected as the successful Tenderer and warrant that such promises, representations and warranties are true and accurate in all material respects.
- (e) We acknowledge and agree that:
- (i) the entire tender process (including the process for meeting with any Tenderers under clause 2.3 or 7 of the Tender Conditions, obtaining, evaluating and (if applicable) negotiating Tenders) (**Process**) is being conducted solely for the benefit of the Commonwealth;
 - (ii) notwithstanding subparagraph (i), we are submitting to the Process because we consider that this represents a valuable commercial opportunity for us;
 - (iii) we release the Commonwealth in respect of any claim that we may have for costs, expenses, losses, damages or liabilities suffered or incurred by us arising out of or in connection with the Process, the rejection of, failure to evaluate or failure to accept our Tender, any failure to comply with the Tender Documents, any Meeting Conduct, any debrief, any variation or suspension of the Process or any discontinuance or termination of the Process, except to the extent of any compensation awarded under the Judicial Review Act;
 - (iv) the Commonwealth is proceeding with the Process strictly on the basis of, and in reliance upon, the acknowledgements and releases set out above; and
 - (v) we indemnify the Commonwealth in respect of all costs, expenses, losses, damages and liabilities suffered or incurred by the Commonwealth arising out of or in connection with any breach of any acknowledgement or release given by us under this paragraph (e).
- (f) We warrant that:
- (i) neither the Tenderer nor any of its servants or agents had knowledge of the tender price of any other tenderer prior to the tenderer lodging its tender for the Contractor's Activities;
 - (ii) neither the Tenderer nor any of its servants or agents disclosed the tender price lodged by the Tenderer to any other tenderer who lodged a tender for the Contractor's Activities or to any other person or organisation prior to the ATM Close Date and ATM Close Time;
 - (iii) neither the Tenderer nor any of its servants or agents provided information to any tenderer, person or organisation, to assist another tenderer for the Contractor's Activities to prepare a tender known in the building and construction industry as a "cover bid", whereby the Tenderer was of the opinion or belief that another tenderer did not intend to genuinely compete for the contract;
 - (iv) the Tenderer is genuinely competing for the contract for the Contractor's Activities and its Tender is not a "cover bid";

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- (v) prior to the Tenderer lodging its Tender for the Contractor's Activities, neither the Tenderer nor any of its servants or agents entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Commonwealth, that the successful Tenderer would pay any money to, or would provide any other benefit or other financial advantage to, any organisation of building or construction contractors in respect of the Tender; and
- (vi) prior to the Tenderer lodging its Tender for the Contractor's Activities, neither the Tenderer nor any of its servants or agents entered into any contract, agreement, arrangement or understanding that the successful Tenderer for the Contractor's Activities would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other tenderer who unsuccessfully tendered.
- (g) We acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.

2. ADDENDA

We have allowed in our Tender for the requirements contained in all addenda under clause 2.2(d) of the Tender Conditions and identify each addendum by its number and date as follows:

Number [INSERT]	Dated [INSERT]
Number [INSERT]	Dated [INSERT]

3. DETAILS OF TENDERER

Full Name

ABN/ACN (if applicable)

Street address (not PO Box)

Email address

Street address (not PO Box) for the serving of notices upon the Contractor (if different to the address listed above)

Email address for the serving of notices upon the Contractor (if different to the address listed above)

Person for attention for the serving of notices upon the Contractor

Builders' registration or licence number (if applicable)

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[Empty rectangular box]

Name of contact person

[Empty rectangular box]

Contact person - telephone (office)

Contact person - telephone (mobile)

[Empty rectangular box]

[Empty rectangular box]

Name of the Executive Negotiator (as defined in the Contract in Part 5) (the Tenderer is requested to note that its proposed Executive Negotiator should not be the same person as the Contractor's Representative nominated in Tender Schedule B - Proposed Resources)

[Empty rectangular box]

The Tenderer is requested to provide:

- (a) the full name and address of the tendering entity;
- (b) full details of the tendering entity's corporate structure, including trading or business names, related bodies corporate, details of its registration and place of business and details of relevant trust or fiduciary arrangements; and
- (c) details of:
 - (i) the basis on which the Tenderer gives the warranty under clause 25.1 of the Tender Conditions; and
 - (ii) to the extent applicable, the steps which the Tenderer has taken to prevent, end, avoid, mitigate, resolve or otherwise manage the risk of any Strategic Notice Event on the interests of the Commonwealth (if applicable).

[Large empty rectangular box]

4. FINANCIAL VIABILITY

The Tenderer declares that, subject to any disclosures made below:

- (a) it has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer;
- (b) it is not subject to any current or impending legal action (either formal legal proceedings or other dispute resolution process such as arbitration or expert determination) or notification of such legal action, which could impact on the financial viability of the Tenderer or its ability to perform the

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Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer; and

- (c) it is compliant with any Statutory Requirement which requires it to satisfy any prescribed minimum financial requirements, including for the purpose of holding any relevant licence necessary to perform the Contractor's Activities.

5. WORKPLACE GENDER EQUALITY

The Tenderer is referred to clause 22 of the Tender Conditions.

The Tenderer is requested to identify, by ticking the relevant box below, whether or not it is a "Relevant Employer" as defined in the WGE Act.

- The Tenderer is a Relevant Employer; or
- The Tenderer is not a Relevant Employer.

Where the Tenderer is a Relevant Employer, the Tenderer must provide a current letter of compliance issued by the WGEA with its Tender.

6. EMPLOYEE ENTITLEMENTS

The Tenderer is referred to clause 23 of the Tender Conditions.

The Tenderer declares that the Tenderer does not have any judicial decision against it (not including a decision under appeal) relating to employee entitlements where the resulting order remains unsatisfied.

7. MODERN SLAVERY

The Tenderer is referred to clause 19.16 of the Conditions of Contract in Part 5 and clause 32 of the Tender Conditions.

The Tenderer is requested to provide details of:

- (a) any procedures or policies the Tenderer has in place to identify, assess and address risks of modern slavery in its operations and supply chains including (if applicable) any due diligence the Tenderer performs to assess the risks of modern slavery, such as screening of prospective subcontractors and suppliers;
- (b) if the Tenderer does not have any such procedures or policies in place, what the Tenderer is doing, or plans to do, to manage modern slavery risks in its operations and supply chains; and
- (c) any other steps the Tenderer will take to ensure compliance with clause 19.16 of the Conditions of Contract in Part 5 if it is the successful Tenderer.

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Tenderers are required to complete and lodge the Modern Slavery Questionnaire incorporated in Tender Schedule M - Modern Slavery.

8. PAYMENT TIMES PROCUREMENT CONNECTED POLICY

The Tenderer is referred to the definition of "Reporting Entity" in the *Payment Times Reporting Act 2020* (Cth).

The Tenderer is requested to identify, by ticking the relevant box below, whether or not it is a Reporting Entity for the purposes of the Payment Times Procurement Connected Policy (being the procurement connected policy available at <https://treasury.gov.au/publication/p2021-183909>).

- The Tenderer is a Reporting Entity; or
- The Tenderer is not a Reporting Entity.

9. COUNTRY OF TAX RESIDENCY DISCLOSURE

The Tenderer is referred to the Country of Tax Residency Disclosures policy (available from the Department of Treasury at <https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>).

The Tenderer is requested to provide the tendering entity's:

- (a) country of tax residency; and
- (b) ultimate parent entity's country of tax residency,

noting that if the tendering entity or its ultimate parent entity has multiple tax residencies, the Tenderer should disclose each country in which that entity is a tax resident.

Information to assist the Tenderer to identify the information requested in this item 9 is available at <https://www.ato.gov.au/Business/International-tax-for-business/Working-out-your-residency/>.

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10. COMMONWEALTH SUPPLIER CODE OF CONDUCT

The Tenderer is referred to the Commonwealth Supplier Code of Conduct available at <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct> and clause 19.17 of the Conditions of Contract in Part 5.

The Tenderer agrees that it will at all times act consistently with the Commonwealth Supplier Code of Conduct and will otherwise ensure that its officers' and employees' dealings with Commonwealth personnel are at all times conducted in a professional, respectful and courteous manner and without harassment.

11. TENDER SCHEDULE DECLARATIONS

In executing the Tender Form, the Tenderer makes the declarations set out in:

- (a) item A of section 2 of Tender Schedule E - Industry Inclusion and Skills;
- (b) if clause 29.1 of the Tender Conditions applies, item B of Tender Schedule J - Statement of Tax Record; and
- (c) item B of Tender Schedule L - Environmentally Sustainable Procurement.

12. EXECUTION OF THE TENDER FORM

In accordance with clause 3.4(a)(ii) of the Tender Conditions, the Tenderer is requested to provide evidence of the full authority of the person or persons executing the Tender Form.

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DATED this day of 20

[COMPLETE ONE OF THE FOLLOWING SIGNING BLOCKS, OR INSERT AS APPROPRIATE, THEN DELETE ANY SIGNING BLOCK NOT USED]

[S 127 OF CORPORATIONS ACT

THE FOLLOWING IS PROVIDED AS GUIDANCE ONLY:

IF YOU ARE EXECUTING UNDER S 127 OF THE CORPORATIONS ACT, THEN THIS DOCUMENT MUST BE EXECUTED BY (A) 2 DIRECTORS OF THE COMPANY; OR (B) A DIRECTOR AND THE COMPANY SECRETARY; OR (C) IF THE COMPANY HAS A SOLE DIRECTOR WHO IS ALSO THE SOLE SECRETARY, THAT DIRECTOR]

Executed by [INSERT NAME] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director [~~delete position as appropriate~~]

Full name of director who states that they are a director of [INSERT NAME]

Full name of company secretary/director [~~delete position as appropriate~~] who states that they are a company secretary/director [~~delete position as appropriate~~] of [INSERT NAME]

[OR - AUTHORISED SIGNATORY OF COMPANY

THE FOLLOWING IS PROVIDED AS GUIDANCE ONLY:

IF YOU ARE EXECUTING BY AUTHORISED SIGNATORY OF THE COMPANY, THEN THIS DOCUMENT MUST BE EXECUTED BY THE AUTHORISED SIGNATORY AND SIGNED BY A WITNESS, AND THE DOCUMENT THAT AUTHORISES THE SIGNATORY TO EXECUTE THIS DOCUMENT MUST BE PROVIDED TO THE COMMONWEALTH]

Signed for and on behalf of [INSERT NAME] by its authorised signatory in the presence of:

Signature of witness

Signature of authorised signatory

Full name of witness

Full name of authorised signatory

[THESE ARE EXAMPLE EXECUTION CLAUSES ONLY. IF SUBMITTING ON A JOINT BID BASIS, A SINGLE TENDER FORM SHOULD BE PROVIDED ON BEHALF OF ALL ENTITIES, SEPARATELY EXECUTED BY EACH ENTITY]

[THE TENDERER IS REQUESTED TO ENSURE THAT THE TENDER FORM IS COMPLETE, ACCURATE, DULY EXECUTED AND VALID]

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PART 4 - TENDER SCHEDULES

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TENDER SCHEDULE A

PROJECT UNDERSTANDING

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(i) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to prepare and provide the following information.

The Tenderer should ensure that the information provided in this Tender Schedule A - Project Understanding is consistent with information given in other parts of its Tender (as applicable).

1. ISSUES, RISKS AND OPPORTUNITIES

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described in clause 4(a)(i)A of the Tender Conditions, and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested in the table format as set out below to provide details of:

- (a) its appreciation of the specific issues and risks associated with the Project, the Contractor’s Activities and the Works, including its proposed approach to managing such issues and risks; and
- (b) its appreciation of the specific opportunities that would optimise planning and delivery of the Project, the Contractor’s Activities and the Works, including its proposed approach to delivering on such opportunities.

ISSUES, RISKS AND OPPORTUNITIES ASSOCIATED WITH THE PROJECT, THE CONTRACTOR’S ACTIVITIES AND THE WORKS	
1.	<i>Ability to attract and retain staff for key roles to work in a remote location</i>
	[TENDERER TO INSERT]
2.	<i>Management of staff safety and welfare in the context of working in a remote location with limited facilities.</i>
	[TENDERER TO INSERT]
3.	<i>In the context of the likelihood and risks associated with landslide and rockfall events, explain the approach to balancing the safe delivery of the works in line with program while maintaining WH&S standards.</i>
	[TENDERER TO INSERT]
4.	<i>In the context of the shipping and logistics challenges for example due to the swell/rainy season, limited number of shipping lines, volume and weight considerations in transferring supplies from the main supply ship to barges, wharf craneage breakdowns etc explain the approach to developing and implementing the packaging and logistics plan.</i>
	[TENDERER TO INSERT]
5.	<i>The project is being delivered in an environmentally sensitive location with works to be delivered strictly in accordance with the Environmental Permits and all associated legislation. What is the contractor’s approach and methodology in ensuring the works are delivered in accordance with all required environmental considerations including the red crab migration.</i>
	[TENDERER TO INSERT]

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6.	<i>Ground conditions are likely to vary. How will the Contractor ensure that the Contractors design, specifically around the footings and anchors will be able to achieve design requirements.</i>
	[TENDERER TO INSERT]

The Tenderer should note that the information provided by the Tenderer in this item 1 of Tender Schedule A - Project Understanding is for evaluation purposes only and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 5.

The table prepared by the Tenderer in response to this item 1 of Tender Schedule A - Project Understanding:

- (a) may be lodged by the Tenderer in:
 - (i) either A4 or A3 format; and
 - (ii) either portrait or landscape format; and
- (b) should not exceed 40 A4 pages or 20 A3 pages (as the case may be). No information should be provided outside of the permitted table format

The Tenderer should note that the Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of the page limit specified (including where more than the number of pages is provided in respect to any item).

2. DRAFT PROJECT PLANS

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(i) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to prepare and provide the following **draft** Project Plans:

- (a) Site Management Plan;
- (b) Work Health and Safety Plan; and
- (c) any additional Project Plans specified in the Tender Particulars,

to demonstrate that the Tenderer comprehends key issues and will implement appropriate solutions and management strategies in performing the Contractor's Activities and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer.

In preparing the draft Project Plans referenced above, the Tenderer's attention is drawn to the definitions of "Project Plans", "Site Management Plan" and "Work Health and Safety Plan" under clauses 1.1 and 10.2 of the Conditions of Contract in Part 5.

3. METHODOLOGY STATEMENT

Tenderers are referred to the following in the Conditions of Contract in Part 5:

- (a) the definition of Methodology Statement in clause 1.1; and
- (b) clause 7.6.

The Tenderer is requested to:

- (c) complete each item in the Methodology Statement outline attached to this Tender Schedule A - Project Understanding;
- (d) to the extent possible, not include in the Methodology Statement the matters included in the issues, risks and opportunities table or draft Project Plans provided by the Tenderer with its Tender (as specified in item 1 and item 2 of this Tender Schedule A - Project Understanding);

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- (e) ensure that the Methodology Statement provides approaches, solutions and methodologies that comply with the terms of the Conditions of Contract in Part 5; and
- (f) include in the Methodology Statement such additional items as the Tenderer considers necessary, to clearly demonstrate:
 - (g) the Tenderer's detailed understanding of what the Contract requires the Tenderer to do in respect of all aspects of the Contractor's Activities and the Works; and
 - (h) all aspects of the way in which the Tenderer proposes to perform the relevant Contractor's Activities and the Works which could distinguish the Tenderer's approach from that of other Tenderers.

The Tenderer should note that:

- (i) subject to paragraph (j), the Methodology Statement provided by the successful Tenderer will become the Methodology Statement for the purposes of the Conditions of Contract in Part 5; and
- (j) the Commonwealth reserves the right to negotiate the Methodology Statement provided by any Tenderer with a view to amending the terms of the Methodology Statement before entering into any Contract with the successful Tenderer.

The Tenderer may lodge up to (but no more than) 25 pages in response to item 3 of this Tender Schedule A - Project Understanding.

The Tenderer should note that the Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of the page limit specified (including where more than the number of pages is provided in respect to any item).

Tenderers are reminded of the formatting and other requirements set out in clause 3.4 of the Tender Conditions.

Attachment to Tender Schedule A - Methodology Statement Outline

1. APPROVALS

In this section, the Tenderer is requested to provide its specific approach to engaging with the Commonwealth, external authorities and the local community to obtain all necessary national, regional and local certificates, permits and other Approvals (including all relevant Approvals of Christmas Island, including Approvals with regard to occupational health and safety, building standards and environmental standards).

2. PROGRAMMING AND PROGRAM MANAGEMENT

In this section, the Tenderer is requested to provide its specific approach to programming tasks and activities (including by subcontractors), including:

- (a) progressive development of the Delivery Phase Program in the Planning Phase, by reference to the development of the Planning Phase Design Documentation;
- (b) proactively managing and co-ordinating subcontractors; and
- (c) programming and controlling the Contractor's Activities for the duration of the Project, in both the Planning Phase and the Delivery Phase.

3. COST PLANNING AND COST MANAGEMENT

In this section, the Tenderer is requested to provide its specific approach to cost planning tasks and activities, including the progressive development of the cost plan in the Planning Phase and ensuring an "open book" approach.

4. DESIGN DOCUMENTATION

In this section, the Tenderer is requested to provide its specific approach to the proactive preparation, submission, review and development of design documentation and all other design tasks and activities, including:

- (a) proactively integrating and co-ordinating the design documentation across disciplines, and as against existing documentation and information;
- (b) identifying, scoping and arranging for and conducting all necessary site investigations and risk reduction studies;
- (c) approach to the method of construction of the Works and selecting materials;
- (d) engaging with the Commonwealth, external authorities and the community to achieve all necessary Approvals and engagement;
- (e) engaging with Other Contractors on and near the Site;
- (f) ensuring the design documentation:
 - (i) is complete, fully co-ordinated and free from discrepancies, ambiguities, errors and omissions;
 - (ii) incorporates buildability knowledge, experience and lessons learned;
 - (iii) complies with all Statutory Requirements, including the WHS Legislation; and
 - (iv) addresses "safe design" principles; and
- (g) ensuring consistency in design at each relevant Site (to the extent necessary and required by the Commonwealth).

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5. GENDER EQUALITY

In this section, the Tenderer is requested to provide its specific approach to promoting and improving workplace gender equality, including any specific gender diversity targets or other procedures, policies or measures that the Tenderer has or proposes to put in place, and the Tenderer's approach to:

- (a) removing barriers to the full and equal participation of women in the Project and the Contractor's Activities;
- (b) equal remuneration between women and men; and
- (c) fostering consultation with employees on issues concerning gender equality in the workplace.

6. LOGISTICS MANAGEMENT

In this section, the Tenderer is requested to provide its specific approach to logistics management including:

- (a) proposed domestic and international procurement activities;
- (b) material lead times and approvals;
- (c) plant shipping and lead times and approvals;
- (d) locally supplied plant and materials;
- (e) materials delivery and storage;
- (f) building methodology and construction sequencing; and
- (g) logistical and procurement risks.

7. SUSTAINABILITY

In this section, the Tenderer is requested to provide its specific approach to climate change and promoting environmental sustainability in relation to the Contractor's Activities and the Works, including having regard to:

- (a) reducing environmental impact;
- (b) the use of local products (where deemed satisfactory to design specifications and Standards);
- (c) the Sustainable Procurement Guide (as published by the Department of Agriculture, Water and the Environment); and
- (d) any proposed:
 - (i) technically feasible and cost-effective options to reduce investment related greenhouse gas emissions; and
 - (ii) incentives that will increase people's ability to adapt to climate change and disaster risks, such as water and energy conservation mechanisms.

TENDER SCHEDULE B PROPOSED RESOURCES

PROPOSED RESOURCES (INCLUDING CONTRACTOR'S REPRESENTATIVE, QUALITY MANAGER AND KEY PEOPLE)

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(ii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide details of its proposed key people for the Contractor's Activities and the Works, including the key people for the roles described in the table below. Such information should include, in respect of each key person:

- (a) their current and proposed future location (including identifying whether the key person is located within the general geographical location/s of the Works and, where not, details of how the key person will perform the relevant part of the Contractor's Activities and the Works in the location/s of the Works);
- (b) details of how the key person is proposed to perform the relevant part of the Contractor's Activities and the Works, including their proposed scope of duties;
- (c) their current and potential future workload, capacity and availability and involvement in other current and potential future projects, and how the key person is proposed to perform the relevant part of the Contractor's Activities and the Works in light of the key person's commitments to those other projects;
- (d) details of the key person's experience relevant to their proposed scope of duties (with such experience to be linked to the details included in the curriculum vitae provided under paragraph (g) below); and
- (e) their relevant qualifications / licences / accreditations / certifications / memberships of professional bodies / associations (or similar) (with such qualifications (etc) to be linked to the details included in the curriculum vitae provided under paragraph (g) below).

Such details should be provided in respect of each of the Planning Phase and the Delivery Phase in the table formats as set out below.

PLANNING PHASE						
ROLE	NAME	LOCATION (CURRENT AND PROPOSED) AND HOW MANAGED	DETAILS OF PROPOSED INVOLVEMENT AND PROPOSED SCOPE OF DUTIES	CURRENT AND POTENTIAL FUTURE WORKLOAD, CAPACITY, AVAILABILITY AND HOW MANAGED	RELEVANT EXPERIENCE RELEVANT TO SCOPE OF DUTIES	RELEVANT QUALIFICATIONS ETC
CONTRACTOR'S REPRESENTATIVE						
CONSTRUCTION MANAGER						
DESIGN/ENGINEERING MANAGER						
SITE MANAGER						
SITE SURVEYOR						
CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR						

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PLANNING PHASE						
ROLE	NAME	LOCATION (CURRENT AND PROPOSED) AND HOW MANAGED	DETAILS OF PROPOSED INVOLVEMENT AND PROPOSED SCOPE OF DUTIES	CURRENT AND POTENTIAL FUTURE WORKLOAD, CAPACITY, AVAILABILITY AND HOW MANAGED	RELEVANT EXPERIENCE RELEVANT TO SCOPE OF DUTIES	RELEVANT QUALIFICATIONS ETC
COST ESTIMATOR						
PLANNER/ PROGRAMMER						
ENVIRONMENTAL MANAGER						
WHS MANAGER						
GEOTECHNICAL ENGINEER						
[TENDERER TO PROPOSE ADDITIONAL KEY PEOPLE]						

DELIVERY PHASE						
ROLE	NAME	LOCATION (CURRENT AND PROPOSED) AND HOW MANAGED	DETAILS OF PROPOSED INVOLVEMENT AND PROPOSED SCOPE OF DUTIES	CURRENT AND POTENTIAL FUTURE WORKLOAD, CAPACITY, AVAILABILITY AND HOW MANAGED	RELEVANT EXPERIENCE RELEVANT TO SCOPE OF DUTIES	RELEVANT QUALIFICATIONS ETC
CONTRACTOR'S REPRESENTATIVE						
CONSTRUCTION MANAGER						
DESIGN /ENGINEERING MANAGER						
SITE MANAGER						
SITE SURVEYOR						
CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR						
PLANNER/ PROGRAMMER						
ENVIRONMENTAL MANAGER						
WHS MANAGER						
GEOTECHNICAL ENGINEER						

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DELIVERY PHASE						
ROLE	NAME	LOCATION (CURRENT AND PROPOSED) AND HOW MANAGED	DETAILS OF PROPOSED INVOLVEMENT AND PROPOSED SCOPE OF DUTIES	CURRENT AND POTENTIAL FUTURE WORKLOAD, CAPACITY, AVAILABILITY AND HOW MANAGED	RELEVANT EXPERIENCE RELEVANT TO SCOPE OF DUTIES	RELEVANT QUALIFICATIONS ETC
[TENDERER TO PROPOSE ADDITIONAL KEY PEOPLE]						

The Tenderer is permitted to provide the information requested in this Tender Schedule B - Proposed Resources in A3 or landscape format.

The Tenderer is also requested to provide:

- (f) a proposed organisational chart for the Planning Phase and the Delivery Phase; and
- (g) curriculum vitae for each key person for the roles specified in the table above, which should provide details of all relevant projects in the last 5 years and the name and telephone number of a client referee. The Tenderer is requested not to exceed 2 pages for each curriculum vitae.

The information provided by a Tenderer in this Tender Schedule B - Proposed Resources is for evaluation purposes only and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 5.

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TENDER SCHEDULE C PREVIOUS PERFORMANCE

This Tender Schedule C - Previous Performance applies unless the Tender Particulars state that it does not apply.

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(iii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide details of previous performance:

- (a) by reference to any relevant projects being carried out or completed in the 7 years prior to the ATM Close Date and ATM Close Time; and
- (b) up to a maximum of 3 projects in table format as set out below .3

In selecting relevant projects, the Tenderer should have regard to the ECI delivery method and ECI Objectives.

RELEVANT PROJECTS BEING CARRIED OUT OR COMPLETED IN THE 7 YEARS PRIOR TO THE ATM CLOSE DATE AND ATM CLOSE TIME UP TO A MAXIMUM OF 3 PROJECTS

	[PROJECT AND LOCATION]	[PROJECT AND LOCATION]	[PROJECT AND LOCATION]
CLIENT			
DETAILS OF THE PROJECT, INCLUDING VALUE AND DURATION			
CURRENT STATUS OF THE PROJECT			
NATURE AND EXTENT OF INVOLVEMENT OF THE TENDERER			
KEY RISKS AND ISSUES ENCOUNTERED AND THE TENDERER'S APPROACH TO ADDRESSING THOSE			
DETAILS OF INNOVATIONS AND THE BASIS UPON WHICH THE TENDERER ADDED VALUE TO THE PROJECT			
BASIS UPON WHICH THE PROJECT DEMONSTRATES THE TENDERER'S EXPERIENCE AND ABILITY TO PERFORM THE CONTRACTOR'S ACTIVITIES			
BASIS UPON WHICH THE PROJECT DEMONSTRATES THE TENDERER'S EXPERIENCE AND ABILITY TO DELIVER WOL OUTCOMES FOR THE BENEFIT OF THE PROJECT			
DETAILS OF ANY MATERIAL NON-COMPLIANCE/S WITH THE CONTRACT FOR THE PROJECT, INCLUDING IN RESPECT OF TIME, COST AND QUALITY OBLIGATIONS			
FORM OF CONTRACT (EG AUSTRALIAN STANDARD, FIDIC)			
DELIVERY MODEL (EG D&C, GMP)			
CLIENT REFEREE - NAME AND CURRENT TELEPHONE NUMBER			

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The Tenderer is permitted to provide the information requested in this Tender Schedule C - Previous Performance in A3 or landscape format.

If the Tender is lodged on a Joint Bid Basis, the maximum number of projects listed for the Tenderer to provide details of in the above table applies to the Joint Bid parties cumulatively.

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TENDER SCHEDULE D

PROGRAM AND MINIMUM RESOURCE SCHEDULE

1. PROGRAMS

The Tenderer's attention is drawn to the definitions of "Planning Phase Program", "Outline Delivery Phase Program" and "Delivery Phase Program" in clause 1.1 and to clauses 6.4, 2.8 and 11.2 of the Conditions of Contract in Part 5.

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(iv) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide:

- (a) a detailed program for the Planning Phase:
 - (i) based on an assumed Award Date of 12 March 2026;
 - (ii) based on achieving:
 - A. each Planning Phase Milestone by the relevant Planning Phase Milestone Date; and
 - B. Delivery Phase Approval by the Date for Delivery Phase Approval; and
 - (iii) otherwise reflecting all relevant ECI Activities; and
- (b) a detailed indicative program for the Delivery Phase, for the completion of design (to the extent applicable and not completed during the Planning Phase), commencement, construction, commissioning, completion and handover of the Works and achieving Completion of the Works or each Stage by the relevant Indicative Date for Completion as proposed in the tenderer's response to item 2 to this Tender Schedule D - Program And Minimum Resource Schedule,

in each case:

- (c) showing its order of work, periods for carrying out (as applicable) all design, documentation and construction activities, including off-site activities and key dates; and
- (d) together with a supporting narrative (which will not form part of the programs themselves) in respect of the Tenderer's approach to execution of the Contractor's Activities during either the Planning Phase or the Delivery Phase (as applicable). Each supporting narrative should be no more than 10 pages). The Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of the page limit specified.

Each program should:

- (e) show all individual design activities, including coordination and design development meetings (both internal and with the Commonwealth), design submissions and design review periods;
- (f) allow for all necessary meetings (internal and external), reviews, consents and approvals;
- (g) link the workload and involvement of the resources listed in the minimum resource schedule provided in item 3 below against the activities described in the program;
- (h) be in a format compatible with the software specified in the Tender Particulars, which otherwise shows all worksheets and calculations; and
- (i) otherwise satisfy the requirements for the program described in the Contract in Part 5.

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The Tenderer should note that:

- (j) the programs referred to in this Tender Schedule D - Program and Minimum Resource Schedule will not form part of the Contract but those provided by the successful Tenderer will, subject to any negotiation of those programs prior to the Award Date, form the basis of:
 - (i) in respect of the program referred to in paragraph (a) above, the initial Planning Phase Program referred to in clause 6.4(a)(i) of the Conditions of Contract in Part 5; and
 - (ii) in respect of the program referred to in paragraph (b) above, the Outline Delivery Phase Program (as defined in clause 1.1 of the Conditions of Contract in Part 5);
- (k) the assumed Award Date provided in paragraph (a) above is for the purposes of assisting the Tenderer to prepare a proposed program for the Planning Phase and the ECI Activities. This is not to be taken as a representation that the Commonwealth will enter into a contract on this date or any other date with the Tenderer. The Tenderer is also referred to clause 8 of the Tender Conditions; and
- (l) the supporting narratives referred to in paragraph (d) above are for evaluation purposes only and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 5.

2. INDICATIVE DATE/S FOR COMPLETION AND DELIVERY PHASE PROPOSAL

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(iv) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide proposed Indicative Dates for Completion (as defined in clause 1.1 of the Conditions of Contract in Part 5) which must be no later than the "latest indicative date for Completion" in the table below.

[Note to Tenderers: If the Tenderer considers that it would be value for money for the Commonwealth, the Tenderer may propose additional or differing Stages to the ones set out in the table below. If the Tenderer is selected as the successful Tenderer, the Stages may be amended at the absolute discretion of the Commonwealth.]

DATE FOR DELIVERY PHASE PROPOSAL	INDICATIVE DATE FOR DELIVERY PHASE PROPOSAL		LATEST INDICATIVE DATE FOR DELIVERY PHASE PROPOSAL
	[Insert]		7 Oct 2026
DATES FOR COMPLETION	STAGE	INDICATIVE DATE FOR COMPLETION	LATEST INDICATIVE DATE FOR COMPLETION
	STAGE 1 - ROCKFALL / LANDSLIDE BARRIER FENCE AND ANCILLARY WORKS	[Insert]	29 Feb 2028
	STAGE 2 - ROCKFALL / LANDSLIDE BARRIER FENCE AND BERMS AND ANCILLARY WORKS	[Insert]	29 Feb 2028
	STAGE 3 - STORMWATER AND ANCILLARY WORKS	[Insert]	29 Feb 2028

3. MINIMUM RESOURCE SCHEDULE

The Tenderer is requested to provide a minimum resource schedule in the table format as set out below.

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ROLE	PLANNING PHASE					
	Mobilisation, Project Planning and Management HOURS	Design Activities HOURS	Site Investigation Activities HOURS	Output Preparation for Delivery Phase Proposal HOURS	Delivery Phase Negotiations HOURS	[OTHERS PROPOSED BY THE TENDERER]
CONTRACTOR'S REPRESENTATIVE						
CONSTRUCTION MANAGER						
DESIGN/ENGINEERING MANAGER						
SITE MANAGER						
SITE SURVEYOR						
CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR						
COST ESTIMATOR						
PLANNER/ PROGRAMMER						
ENVIRONMENTAL MANAGER						
WHS MANAGER						
GEOTECHNICAL ENGINEER						
[TENDERER TO PROPOSE ADDITIONAL KEY PEOPLE]						

ROLE	DELIVERY PHASE					
	QUARTER 1 2027 HOURS	QUARTER 2 2027 HOURS	QUARTER 3 2027 HOURS	QUARTER 4 2027 HOURS	QUARTER 1 2028 HOURS	[QUARTER 2 2028 - IF REQUIRED] HOURS
CONTRACTOR'S REPRESENTATIVE						
CONSTRUCTION MANAGER						
DESIGN/ENGINEERING MANAGER						
SITE MANAGER						

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SITE SURVEYOR						
CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR						
PLANNER/ PROGRAMMER						
ENVIRONMENTAL MANAGER						
WHS MANAGER						
GEOTECHNICAL ENGINEER						
[TENDERER TO PROPOSE ADDITIONAL KEY PEOPLE]						

The Tenderer should note that:

- (a) the workload and involvement of the resources set out in each minimum resource schedule should be linked with the activities described in the relevant program provided under item 1 above;
 - (b) the provision of minimum resource schedules does not limit the scope of the Contractor's Activities and the Works and is included to provide the Commonwealth with an assurance as to the minimum level of resources which the Contractor will make available to perform the Contractor's Activities and the Works. It does not derogate from the Contractor's responsibility to supply additional resources, if required, to ensure performance of the Contractor's Activities and the Works in accordance with the Contract; and
 - (c) the Tenderer is permitted to provide the information requested in this item 3 in A3 or landscape format.
-

TENDER SCHEDULE E

INDUSTRY INCLUSION AND SKILLS

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described in clause 4(a)(v) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to prepare and lodge this Tender Schedule E - Industry Inclusion and Skills, which includes sections 1 (Local Industry Capability Plan) and 2 (Australian Skills Guarantee) below.

1. LOCAL INDUSTRY CAPABILITY PLAN

The Tenderer's attention is drawn to clause 26 of the Tender Conditions, the definition of "Local Industry Capability Plan" in clause 1.1 of the Conditions of Contract and clause 10.2 of the Conditions of Contract in Part 5.

The Tenderer is requested to prepare and lodge a draft Local Industry Capability Plan applicable for the Planning Phase and the Delivery Phase by completing the information requested in items A to D of this section 1 of Tender Schedule E - Industry Inclusion and Skills below.

In accordance with clause 10.2 of the Conditions of Contract in Part 5, the successful Tenderer will be required to prepare a Local Industry Capability Plan and submit it to the Contract Administrator after the Award Date. The Local Industry Capability Plan must be:

- (a) based on the draft Local Industry Capability Plan provided in its response to this section 1 of Tender Schedule E - Industry Inclusion and Skills; and
- (b) finalised in accordance with clause 10.2 of the Conditions of Contract in Part 5.

The Local Industry Capability Plan must detail the Tenderer's approach to the market and intended Australian industry engagement locally and nationally for the project during the Planning Phase and the Delivery Phase.

For further information, Tenderers are referred to the Department of Finance's guidance titled the "Consideration of broader domestic economic benefits in procurement" (available at <https://www.finance.gov.au/sites/default/files/2020-08/consideration-of-broader-economic-benefits-in-procurement.pdf>).

A EXPECTED ECONOMIC IMPACT OF THE WORKS

The Tenderer is requested to provide the following information:

1. For the purposes of this section 1 of Tender Schedule E - Industry Inclusion and Skills, specify the Tenderer's interpretation of "local" industry:
[INSERT]
2. Detail how you have considered the limits of local capacity in estimating your local engagement for the Works:
[INSERT]
3. Details of the direct benefits expected to be generated to the Australian economy through the Project, the performance of the Contractor's Activities and the Works or more broadly through the Tenderer's business, for example:
 - (a) by making better use of Australian resources that would otherwise be underutilised
 - (b) otherwise increasing productivity
 - (c) providing benefits that support the development and sustainment of industry capabilities
 - (d) increasing productivity enhancing technology development and adoption

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[INSERT]

4. Estimate the employment numbers, work package or trade types and industry sectors that will apply during the Planning Phase and the Delivery Phase.

[INSERT]

5. An annual forecast for local industry for each financial year for the duration of the carrying out of the Works:

[INSERT]

6. Detail your understanding of relevant local subcontractor capability, expertise and experience:

[INSERT]

B PROPOSED LOCAL INDUSTRY PARTICIPATION IN THE DEVELOPMENT AND DELIVERY OF THE WORKS

The Tenderer is requested to provide the following information:

1. Describe the mechanisms that will be used to ensure that local industry will be given full, fair and reasonable opportunity to participate in the delivery of the Works:

[INSERT]

2. Where specialist subcontracting support is required, describe how this will be procured, including by reference to ensuring that local industry will be given full, fair and reasonable opportunity to participate in the delivery of the Works:

[INSERT]

3. Describe how local Small to Medium Enterprises (SMEs) will be encouraged to participate in the procurement activities in relation to the Works, for example:

- (a) the communication strategies that will be used to alert local industry of project opportunities:

[INSERT]

- (b) the proposed approach to a local supply chain, including the process for refreshing and updating preferred supplier lists:

[INSERT]

- (c) the opportunities for local industry, not currently within the supply chain or a preferred supplier list, to submit subcontract tenders for the Works or to supply materials in connection with the Works:

[INSERT]

- (d) the process for assessing potential local businesses:

[INSERT]

- (e) the mechanisms to ensure that the obligation to provide full, fair and reasonable opportunity is passed on to relevant subcontractors, including subcontractors that are involved in awarding contracts to lower tiered businesses:

[INSERT]

- (f) the weighting to be given to tenders from the subcontractors who employ trainees and apprentices as a high proportion of their workforce:

[INSERT]

4. Will feedback be offered to unsuccessful subcontract tenderers for the Works?

[YES/NO]

If yes, describe the process for offering feedback to unsuccessful subcontract tenderers for the Works:

[INSERT]

C IMPLEMENTATION AND REPORTING

The Tenderer is requested to provide the following information:

1. Provide the contact details of the Local Industry Capability Manager (this person may also be nominated for another role in the provision of the Contractor's Activities and the Works) who will be the key person responsible for implementing and reporting on the Local Industry Capability Plan:

[INSERT]

2. Where will the workplace of the Local Industry Capability Manager be?

[INSERT]

3. If the Local Industry Capability Manager is not based locally to the site, detail how they will perform this duty remotely:

[INSERT]

The Commonwealth must be notified in writing if the Local Industry Capability Manager changes before or after the Award Date.

4. The successful Tenderer will be required to report to the Commonwealth on the implementation of the Local Industry Capability Plan as part of the monthly report prepared in accordance with clause 3.10 of the Conditions of Contract in Part 5. The Tenderer is requested to provide details of the proposed approach to monitoring and reporting on the implementation of the Local Industry Capability Plan over the term of the Contract:

[INSERT]

2. AUSTRALIAN SKILLS GUARANTEE

The Tenderer's attention is drawn to clause 31 of the Tender Conditions.

The Tenderer is requested to:

- (a) note the Declaration of Compliance in the form set out in item A below, which will be made by the Tenderer when it executes the Tender Form in Part 3; and
- (b) provide details of its proposed targets in respect of Labour Hours for the Project in item B below.

A DECLARATION OF COMPLIANCE

By executing the Tender Form in Part 3, the Tenderer declares the following:

1. the Tenderer will be able to meet the relevant proposed targets as set out by it in section 2 of this Tender Schedule E - Industry Inclusion and Skills in the Delivery Phase if it is the successful Tenderer, as required by the Australian Skills Guarantee Procurement Connected Policy.

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B SKILLS GUARANTEE TARGETS

The Tenderer must provide the following details of its understanding of the Contractor's Activities in the Delivery Phase and its proposed approach to engagement with Apprentices (including Apprentices who are Women) in the carrying out of the Contractor's Activities in the Delivery Phase:

- (a) the total estimated Labour Hours that will be required for the Tenderer to achieve Completion of the Works if it is the successful Tenderer are:
[INSERT DETAILS];
 - (b) the percentage of Labour Hours to be undertaken by Apprentices is:
[INSERT DETAILS];
 - (c) the percentage of Apprentice Labour Hours to be undertaken by Apprentices who are Women (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy) is:
[INSERT DETAILS]; and
 - (d) the percentage of Apprentice Labour Hours to be undertaken by Trade Apprentices who are Women (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy) is:
[INSERT DETAILS]
-

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TENDER SCHEDULE F

COMMONWEALTH PROCUREMENT RULES COMPLIANCE

The Tenderer is requested to:

- (a) provide details of its practices regarding labour regulations and ethical employment practices:

- (b) provide details of its practices regarding achieving efficiencies and savings in whole of life costs including opportunities to maximise the WOL Objectives:

- (c) if an Australian standard is applicable as identified in the ECI Brief and the Works Description, demonstrate its capability to meet the applicable Australian standard including by providing evidence of any relevant certifications:

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts

TENDER SCHEDULE G FINANCIAL

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide the information described in Tender Schedule G - Financial.

The Tenderer should note that all amounts are not and will not be subject to rise and fall. The Tenderer should ensure that all amounts are GST-exclusive (see clause 13.17 of the Conditions of Contract in Part 5).

The Tenderer should also note that:

- (a) **it is a minimum form and content requirement for its Tender under clause 3.1(b)(v) of the Tender Conditions that the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except to the extent completed and lodged in Tender Schedule H - Alternative Proposals (subject only to the exception for departures in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5, in accordance with clause 3.1(b)(v)B of the Tender Conditions);**
- (b) **if it does not do so, its Tender may be regarded as non-conforming and clause 3.3 of the Tender Conditions will apply; and**
- (c) **accordingly, if the Tenderer wishes to depart from, qualify, amend, limit or exclude any part of the Contract (including the ECI Brief and the Works Description) in Part 5 (subject only to the exception for departures in respect of clauses 5.4 - 5.9 of the Conditions of Contract referred to in paragraph (a)), it must complete and lodge Tender Schedule H - Alternative Proposals and not set out or describe such matters in this Tender Schedule G - Financial.**

1. PLANNING PHASE PRICE

LUMP SUM PLANNING PHASE PRICE

The Tenderer's attention is drawn to the definition of "Planning Phase Price" in clause 1.1 of the Conditions of Contract in Part 5.

The Tenderer should provide a lump sum Planning Phase Price as follows:

PLANNING PHASE PRICE:	
LUMP SUM AMOUNT	\$[INSERT] (GST exclusive).
TOTAL PROVISIONAL AMOUNT FOR FLIGHTS TO AND FROM CHRISTMAS ISLAND	\$[INSERT] (GST exclusive).
<i>[Note to Tenderer: Tenderer to nominate the number of flights planned to be undertaken and the estimated cost of each flight. Tenderers will be reimbursed the actual cost of each flight however the total number of reimbursable flights cannot exceed the number included in their ATM response.]</i>	
PLANNING PHASE PRICE:	\$[INSERT] (GST exclusive).

The lump sum Planning Phase Price should not include any allowance for the successful Tenderer to undertake the negotiations under clause 7.2 of the Conditions of Contract in Part 5 (as it is not entitled to any payment for the time taken to undertake such negotiations) and will not limit the scope of the Contractor's obligations during the Planning Phase under clause 2 of the Conditions of Contract in Part 5 or otherwise.

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BREAKDOWN OF PLANNING PHASE PRICE

The Tenderer should provide a **detailed breakdown and explanation** of the lump sum Planning Phase Price which fully and clearly provides details of how the lump sum Planning Phase Price has been calculated. The breakdown should be provided in the format of the Excel spreadsheet provided with the Tender Documents with the file name "**TS-G Attachment A Breakdown of Planning Phase Price**" and should clearly itemise and identify each amount in respect of at least the items specified in the worksheet (as set out below) with the Tenderer to insert additional items as may be required.

BREAKDOWN OF THE PLANNING PHASE PRICE	
LUMP SUM AMOUNT	
• KEY PERSONNEL	\$(INSERT) (GST exclusive).
• PRELIMINARIES	\$(INSERT) (GST exclusive).
• DESIGN	\$(INSERT) (GST exclusive).
• OTHER COSTS NOT INCLUDED ABOVE	\$(INSERT) (GST exclusive).
LUMP SUM AMOUNT - TOTAL	\$(INSERT) (GST exclusive).
PROVISIONAL SUM AMOUNT	
• REIMBURSABLE COST CAP FOR FLIGHTS FROM MAINLAND AUSTRALIA TO CHRISTMAS ISLAND <i>[Note to Tenderer: The number of flights to and from Christmas Island is fixed, however, the individual flight is payable at cost.]</i>	\$(INSERT) (GST exclusive).
PLANNING PHASE PRICE	\$(INSERT) (GST exclusive).

The breakdown:

- (a) is for evaluation purposes; and
- (b) will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 5.

The Tenderer is permitted to provide the breakdown in A3 or landscape format.

2. PAYMENT OF THE PLANNING PHASE PRICE

The Tenderer should provide a proposal for payment of the Planning Phase Price in accordance with the Fee Payment Schedule for the Planning Phase in the Contract in Part 5 as follows:

[Note to Tenderers: Indented milestones below are considered 'sub-milestones' and do not form a Planning Phase Milestone under the Contract in Part 5]

MILESTONE FOR PAYMENT IN THE PLANNING PHASE	AMOUNT
50% SCHEMATIC DESIGN REPORT	\$(INSERT) (GST exclusive)

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• MOBILISATION	[\$INSERT] (GST exclusive)
• SITE INVESTIGATIONS	[\$INSERT] (GST exclusive)
90% FINAL DESIGN REPORT	[\$INSERT] (GST exclusive)
• FLYING FISH COVE HV DIVERSION DESIGN (IFC STATUS)	[\$INSERT] (GST exclusive)
• DRUMSITE RISING WATERMAIN DESIGN (IFC STATUS)	[\$INSERT] (GST exclusive)
DELIVERY PHASE APPROVAL	[\$INSERT] (GST exclusive)
[TENDERER TO INSERT PROPOSED ADDITIONAL MILESTONES FOR PAYMENT IN THE PLANNING PHASE]	[\$INSERT] (GST exclusive)
PLANNING PHASE PRICE	[\$INSERT] (GST exclusive)

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

3. INDICATIVE DELIVERY PHASE PRICE

LUMP SUM INDICATIVE DELIVERY PHASE PRICE

The Tenderer's attention is drawn to the definitions of "Indicative Delivery Phase Price" and "Delivery Phase Price" in clause 1.1 of the Conditions of Contract in Part 5.

The Tenderer should provide a lump sum Indicative Delivery Phase Price as follows:

INDICATIVE DELIVERY PHASE PRICE:	[\$INSERT] (GST exclusive).
---	-----------------------------

BREAKDOWN OF INDICATIVE DELIVERY PHASE PRICE

The Tenderer should provide a **detailed breakdown and explanation** of how the lump sum Indicative Delivery Phase Price has been developed, which fully and clearly provides details of how the lump sum Indicative Delivery Phase Price has been calculated. The breakdown should be provided in the format of the Excel spreadsheet provided with the Tender Documents with the file name "*TS-G Attachment A Breakdown of Indicative Delivery Phase Price*" and should clearly itemise and identify each amount in respect of at least the items specified in the worksheet (with the Tenderer to insert additional items as may be required).

The breakdown:

- (a) is for evaluation purposes;
- (b) will form part of the Outline Cost Plan for the purposes of Annexure 4 of the Contract in Part 5; and
- (c) will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 5.

The Tenderer is permitted to provide the breakdown in A3 or landscape format.

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The Tenderer should note that the obligations in clause 6.6 of the Conditions of Contract in Part 5 in respect of cost planning, including that the Contractor is required to adopt an "open book" approach to preparing each cost plan.

4. TRADE COST TENDERING PROPOSAL

The Tenderer's attention is drawn to clause 6.6 of the Contract in Part 5.

The Tenderer has been provided the Indicative Trade Cost Components (ITCC) below for each respective Trade Work package in the Delivery Phase. The ITCCs are the Commonwealth's indicative price for each Trade Work package. The Tenderer is required to include each of the following ITCCs within its Indicative Delivery Phase Price as part of its Tender. In addition to the ITCCs, the Tenderer is required to propose:

- (a) at least two tenderers to which it may subcontract each package of Trade Work; and
 - (b) a detailed approach to finalising each Trade Cost Component under clause 6.6 of the Contract in Part 5,
- together the Trade Cost Tendering Proposal.

If the Tenderer is selected as the successful Tender, the Tenderer will be required to finalise each Trade Cost Component in accordance with the Tenderer's Trade Cost Tendering Proposal.

If the Tenderer proposes to self-perform any of the Trade Work packages, the Tender is required to provide its price for each Trade Work package as a self-performance option. If the Tenderer is selected as the successful Tender and the Commonwealth, at its absolute discretion, accepts the Tenderer's self-performance option, this price will form part of the Indicative Delivery Phase Price for the relevant Trade Work package, rather than forming one of the ITCC.

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer should provide a proposal for the process of the finalisation of the Indicative Trade Cost Components in accordance with the Contract in Part 5 as follows:

TRADE WORK PACKAGE	TENDERERS	INDICATIVE TRADE COST COMPONENTS	TENDERER'S DETAILED APPROACH TO FINALISING THE TRADE COST COMPONENT	SELF PERFORMANCE OPTION - TRADE COST COMPONENT
Demolition and Site Works - Stage 1	[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]	\$AUD 1,360,000.00 (GST exclusive).	[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]	[\$[INSERT] (GST exclusive).
Demolition and Site Works - Stage 2	[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]	\$AUD 2,787,000.00 (GST exclusive).	[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE	[\$[INSERT] (GST exclusive).

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			TRADE COST COMPONENT, USING BEST ENDEAVOURS]	
Flexible Barrier System - Stage 1	[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]	\$AUD 3,904,000.00 (GST exclusive).	[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]	\$(INSERT) (GST exclusive).
Flexible Barrier System - Stage 2	[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]	\$AUD 1,770,000.00 (GST exclusive).	[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]	\$(INSERT) (GST exclusive).
Berm Upgrades - Stage 2	[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]	\$AUD 2,713,000.00 (GST exclusive).	[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]	\$(INSERT) (GST exclusive).
Stormwater Remediation Works	[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]	\$AUD 12,532,000.00 (GST exclusive).	[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]	\$(INSERT) (GST exclusive).

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<p>HV Electrical</p>	<p>[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]</p>	<p>\$AUD 620,000.00 (GST exclusive).</p>	<p>[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]</p>	<p>[\$INSERT] (GST exclusive).</p>
<p>Southern Water Main</p>	<p>[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]</p>	<p>\$AUD 796,000.00 (GST exclusive).</p>	<p>[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]</p>	<p>[\$INSERT] (GST exclusive).</p>
<p>Other</p>	<p>[TENDERER TO INSERT THE NAMES OF AT LEAST TWO TENDERERS FOR WHICH IT WILL TENDER PRICES FOR THE INDICATIVE TRADE COMPONENT]</p>	<p>\$AUD 0.00 (GST exclusive).</p>	<p>[TENDERER TO INSERT DETAILED PROCESS IT PROPOSES TO TENDER AND FINALISE EACH TRADE COST COMPONENT, INCLUDING MAXIMISING VALUE FOR MONEY FOR THE COMMONWEALTH AND NOT IN ANY CASE EXCEEDING THE APPLICABLE INDICATIVE TRADE COST COMPONENT, USING BEST ENDEAVOURS]</p>	<p>[\$INSERT] (GST exclusive).</p>

5. PROVISIONAL DELAY ALLOWANCE

The Tenderer's attention is drawn to Special Condition 24 of the Contract in Part 5.

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer may provide proposals in the following table for:

- Provisional Delay Allowances (see Special Condition 24(e) of the Contract in Part 5).
- Provisional Delay Cost Allowances for any Provisional Delay Allowance Events (see Special Condition 24(f) of the Contract in Part 5); and
- daily caps to be applied to Provisional Delay Cost Allowances (see Special Condition 24(g) of the Contract in Part 5).

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PROVISIONAL DELAY ALLOWANCE EVENT	PROVISIONAL DELAY ALLOWANCE	PROVISIONAL DELAY COST ALLOWANCE	DAILY CAP ON PROVISIONAL DELAY COST ALLOWANCE
Landslide, rockfall or treefall that originates outside the Site, and that is not caused or contributed to by any act or omission of the Contractor.	Not capped, as this an "additional cause of delay" under the clause 11.5(b)(i) row of the Contract Particulars.	#[INSERT] (GST exclusive)	#[INSERT] (GST exclusive).
Valuable, archaeological or special interest items found on or in the Site.	Not capped, as this an "additional cause of delay" under the clause 11.5(b)(i) row of the Contract Particulars.	#[INSERT] (GST exclusive)	#[INSERT] (GST exclusive).
Breakdown for an entire working day of the craneage at Flying Fish Cove, Christmas Island.	[INSERT]	#[INSERT] (GST exclusive)	#[INSERT] (GST exclusive)
Location of services/utilities being substantially different to that set out in the Works Description.	[INSERT]	#[INSERT] (GST exclusive)	#[INSERT] (GST exclusive)

6. PAYMENT OF INDICATIVE DELIVERY PHASE PRICE

The Tenderer should provide a proposal for payment of the Indicative Delivery Phase Price in accordance with the Fee Payment Schedule for the Delivery Phase in the Contract in Part 5 as follows.

The Tenderer is requested to provide an anticipated monthly cash flow for payment of the Indicative Delivery Phase Price. The cashflow is for evaluation purposes and will not limit or affect the scope of the Works, Contractor's Activities in the Delivery Phase nor the Contract in Part 5.

The Tenderer's response to this item 4 of Tender Schedule G - Financial will form part of the Outline Cost Plan for the purposes of Annexure 4 of the Contract in Part 5.

TIME IN THE DELIVERY PHASE			AMOUNT
[INSERT ANTICIPATED MONTHLY CASH FLOW]	MONTH	AMOUNT	
			#[INSERT] (GST exclusive)
INDICATIVE DELIVERY PHASE PRICE			#[INSERT] (GST exclusive)

7. TABLE OF VARIATION RATES AND PRICES

The Tenderer's attention is drawn to the definition of "Table of Variation Rates and Prices" in clause 1.1 of the Conditions of Contract in Part 5. The Tenderer should provide a Table of Variation Rates and Prices which is to apply for the purposes of clause 12.3 and 12.6 of the Conditions of Contract in Part 5 as follows:

KEY PERSONNEL			
ROLE/POSITION/ITEM	UNIT	RATE/PRICE (WHILE ON MAINLAND AUSTRALIA)	RATE/PRICE (WHILE ON CHRISTMAS ISLAND)
CONTRACTOR'S REPRESENTATIVE	HOUR	#[INSERT] (GST exclusive).	#[INSERT] (GST exclusive).

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WHS MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
CONSTRUCTION MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
DESIGN/ENGINEERING MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
SITE MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
SITE SURVEYOR	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
CONTRACTS MANAGER/SUBCONTRACTS MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
COST ESTIMATOR	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
PLANNER/PROGRAMMER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
ENVIRONMENTAL MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
GEOTECHNICAL MANAGER	HOUR	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
[TENDERER TO INSERT ADDITIONAL ITEMS]	[INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).

PLANT AND EQUIPMENT			
PLANT AND EQUIPMENT - DRY HIRE			
DESCRIPTION	SIZE	HOURLY RATE (\$AUD)	DAILY RATE (\$AUD)
BACKHOE	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
BOBCAT	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
DRILLING RIG	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
DUMP TRUCK	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
EXCAVATOR	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
FORKLIFT	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
GRADER	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
SCISSOR LIFT	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
TRUCK RIGID BODY	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).

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VEHICLES	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
[TENDERER TO INSERT ADDITIONAL ITEMS]	[INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
PLANT AND EQUIPMENT - WET HIRE			
DESCRIPTION	SIZE	HOURLY RATE (\$AUD)	DAILY RATE (\$AUD)
BACKHOE	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
BOBCAT	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
DRILLING RIG	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
DUMP TRUCK	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
EXCAVATOR	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
FORKLIFT	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
GRADER	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
SCISSOR LIFT	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
TRUCK RIGID BODY	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
VEHICLES	[TENDERER TO INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).
[TENDERER TO INSERT ADDITIONAL ITEMS]	[INSERT]	\$(INSERT) (GST exclusive).	\$(INSERT) (GST exclusive).

The rates and prices should not include any allowance for non-time related on-site overheads and preliminaries or off-site overheads and profit.

The Tenderer should also provide the percentage or percentages of the amount determined under clauses 11.3(b)(i), 12.3(c) and 12.6(f) of the Conditions of Contract in Part 5 for Variations to the Works in the Delivery Phase as follows:

PERCENTAGE OF AMOUNT DETERMINED FOR NON-TIME RELATED ON SITE OVERHEADS AND PRELIMINARIES	[INSERT]%
PERCENTAGE OF AMOUNT DETERMINED FOR OFF SITE OVERHEADS AND PROFIT	[INSERT]%

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The Tenderer should also provide the percentage of wages for the purpose of clause 12.6(b) of the Conditions of Contract in Part 5 as follows:

PERCENTAGE OF WAGES	[INSERT]%
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8. MAXIMUM AMOUNT OF DELAY DAMAGES

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide its maximum amount of delay damages for the purposes of clause 11.10 of the Conditions of Contract in Part 5 as follows:

[Note to Tenderers: As set out in Tender Schedule D - Program and Minimum Resource Schedule, if the Tenderer considers that it would be value for money for the Commonwealth, the Tenderer may propose additional or differing Stages to the ones set out in the table below. If the Tenderer elects to develop and propose differing potential Stages for the Delivery Phase in Tender Schedule D - Program and Minimum Resource Schedule, the Commonwealth request that those Stages are reflected in the table below for the purposes of setting out the Tenderer's maximum amount of delay damages.]

THE MAXIMUM DELAY DAMAGES FOR EACH STAGE	STAGE	MAXIMUM DELAY DAMAGES
	STAGE 1 - ROCKFALL / LANDSLIDE BARRIER FENCE AND ANCILLARY WORKS	[\$INSERT] per working day
	STAGE 2 - ROCKFALL / LANDSLIDE BARRIER FENCE AND BERMS AND ANCILLARY WORKS	[\$INSERT] per working day
	STAGE 3 - STORMWATER AND ANCILLARY WORKS	[\$INSERT] per working day

9. ACCELERATION

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide the percentage of extra costs reasonably incurred due to acceleration for the purposes of clause 11.14(b)(ii) of the Conditions of Contract in Part 5 as follows:

PERCENTAGE OF EXTRA COSTS REASONABLY INCURRED DUE TO ACCELERATION	[INSERT]%
---	-----------

10. TIMES FOR SUBMISSION OF PAYMENT CLAIMS

The Tenderer is requested to provide the times for submission of payment claims for the purposes of clause 13.2(a) of the Conditions of Contract in Part 5 as follows:

TIMES FOR SUBMISSION OF PAYMENT CLAIMS	Monthly on the 25 TH day of each month in accordance with the Fee Payment Schedule
--	---

TENDER SCHEDULE H

ALTERNATIVE PROPOSALS

The Tenderer's attention is drawn to clauses 3.1(b)(v) and 3.2 of the Tender Conditions. The Tenderer should also note the evaluation criterion under clause 4(a)(viii) of the Tender Conditions.

The Tenderer should also note that it is a minimum form and content requirement for its Tender under clause 3.1(b)(v) of the Tender Conditions that the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except: D

- (a) **subject to paragraph (b), to the extent completed and lodged in this Tender Schedule H - Alternative Proposals; and**
- (b) **in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters For Evaluation.**

The Commonwealth offers the Tenderer the opportunity to provide alternative proposals in pursuit of greater value for money. The Tenderer should note that (subject to the Commonwealth's absolute discretion under clause 3.2 of the Tender Conditions), it must lodge a conforming Tender before an alternative proposal will be considered.

The Tenderer should note that it is not required to submit this Tender Schedule H - Alternative Proposals if it does not propose to submit an alternative proposal.

The Tenderer must demonstrate how an alternative proposal will achieve greater value for money. The Tenderer is requested to note that providing detailed comments from insurers, brokers and legal advice (without more information, including any effect on pricing) will be unlikely to meet this requirement.

The Tenderer must ensure that **all pricing and financial information in respect of any alternative proposal is separately provided in item 2 below**, including details of the financial impact of the alternative proposal on the Tenderer's proposed Contract Price provided in Tender Schedule G - Financial. No pricing or financial information should be included in item 1 of this Tender Schedule H - Alternative Proposals.

The Tenderer must lodge item 1 and item 2 of this Tender Schedule H - Alternative Proposals as separate files as part of its Tender.

Any decision by the Commonwealth regarding any alternative proposal will be final. The Tenderer lodges its Tender on the basis that it will make no, and the Commonwealth will not be liable upon, any claim by the Tenderer arising out of or in any way in connection with any decision by the Commonwealth in respect of any alternative proposal.

1. ALTERNATIVE PROPOSALS (EXCLUDING PRICING/FINANCIAL INFORMATION)

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(viii) of the Tender Conditions and to assist the Commonwealth in evaluating an alternative proposal, in the table format below the Tenderer must:

- (a) provide a brief explanation of each alternative proposal and provide supporting evidence (for example, details of the alternative, technical descriptions, program information, technical specifications, testing information, data and any other relevant information); and
- (b) clearly explain the impact that any alternative proposal provided in this item 1 of Tender Schedule H - Alternative Proposals will have on the information provided in any other Tender Schedule lodged with its Tender, excluding the impact on Tender Schedule G - Financial (which should be addressed in item 2 of this Tender Schedule H - Alternative Proposals).

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ITEM NO.	REFERENCE (CLAUSE / SECTION / DOCUMENT TITLE ETC)	ALTERNATIVE	SUPPORTING INFORMATION	EFFECT ON OTHER TENDER SCHEDULES (IF ANY, EXCLUDING TENDER SCHEDULE G - FINANCIAL)	VALUE FOR MONEY (EXCLUDING ANY PRICING/FINANCIAL INFORMATION)
CONDITIONS OF CONTRACT					
1.					
SPECIAL CONDITIONS					
2.					
ECI BRIEF					
3.					
TENDER SCHEDULES					
4.					
OTHER					
5.					

2. ALTERNATIVE PROPOSALS - FINANCIAL

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(viii) of the Tender Conditions and to assist the Commonwealth in evaluating an alternative proposal, the Tenderer must, in respect of each alternative proposal set out in item 1 of this Tender Schedule H - Alternative Proposals, in the table format below:

- (a) provide supporting evidence of the financial impact of the alternative proposal, including all pricing information; and
- (b) clearly explain the pricing/financial impact of each alternative proposal set out in item 1 of this Tender Schedule H - Alternative Proposals, including the impact on Tender Schedule G - Financial.

ITEM NO. (BY REFERENCE TO THE TABLE IN ITEM 1)	SUPPORTING INFORMATION - FINANCIAL	EFFECT ON TENDER SCHEDULE G - FINANCIAL (IF ANY)	OTHER PRICING/FINANCIAL INFORMATION, INCLUDING TO DEMONSTRATE VALUE FOR MONEY
CONDITIONS OF CONTRACT			
1.			
SPECIAL CONDITIONS			
2.			
ECI BRIEF			
3.			
TENDER SCHEDULES			
4.			
OTHER			
5.			

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TENDER SCHEDULE I

MISCELLANEOUS MATTERS FOR EVALUATION

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(ix) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide the following information.

The Tenderer should ensure that the information provided in this Tender Schedule I - Miscellaneous Matters For Evaluation is consistent with information given in other parts of its Tender (as applicable).

1. INSURANCES

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(ix) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to provide details of the insurances which it has or proposes to put in place for the purposes of the Contract in Part 5.

The Tenderer's attention is drawn to clause 5 of the Conditions of Contract in Part 5.

The Tenderer is requested to provide details of the terms and levels of the insurances which the Tenderer has or proposes to put in place for the purpose of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5, including as set out below.

INSURANCE TYPE	INSURER AND BROKER	INSURER RATING	POLICY NO	IS THE TENDERER A NAMED INSURED?	COVER LIMIT	POLICY PERIOD	DEDUCTIBLE
CONSTRUCTION RISKS INSURANCE (DELIVERY PHASE)				[YES/NO] [IF NO, PROVIDE DETAILS]	(a) \$[INSERT] (the Contract Price if no amount is specified)		
					(b) 5 % of the Contract Price to cover the costs of demolition and removal of debris		
					(c) 10 % of the Contract Price to cover the Commonwealth's consultant fees		
					(d) \$1,000,000 for the value of materials or things to be supplied by the Commonwealth		
					(e) 10 % of the total of the amounts in (a) to (d) to cover escalation costs.		
PUBLIC LIABILITY INSURANCE				[YES/NO] [IF NO, PROVIDE DETAILS]	IF WRITTEN ON OCCURRENCE BASIS: \$20 Million each and every occurrence IF WRITTEN ON CLAIMS MADE BASIS:		

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INSURANCE TYPE	INSURER AND BROKER	INSURER RATING	POLICY NO	IS THE TENDERER A NAMED INSURED?	COVER LIMIT	POLICY PERIOD	DEDUCTIBLE
					\$20 Million per claim \$20 million in aggregate Worldwide limits: Jurisdictional limits:		
WORKERS COMPENSATION INSURANCE (AND IF APPLICABLE, EMPLOYERS' LIABILITY INSURANCE)				[YES/NO] [IF NO, PROVIDE DETAILS]	Prescribed by Statutory Requirement in the State or Territory in which the Contractor's Activities are performed or the Contractor's employees perform work, are employed or normally reside. Relevant States and Territories: If the Contractor's Activities are performed or the Contractor's employees perform work, are employed or normally reside in any jurisdiction outside Australia, Employers' Liability Insurance: \$[INSERT]		
PROFESSIONAL INDEMNITY INSURANCE/ ERRORS AND OMISSIONS INSURANCE				[YES/NO] [IF NO, PROVIDE DETAILS]	\$20 Million per claim \$20 Million in aggregate Worldwide limits: Jurisdictional limits: Retroactive Date: Subcontractors' Professional Indemnity Insurance / Errors and Omissions Insurance: \$10 Million per claim and \$10 Million in aggregate		
MARINE TRANSIT INSURANCE				[YES/NO] [IF NO, PROVIDE DETAILS]	Amount of cover: An amount of not less than the full replacement value of the relevant item of property being transferred, plus a provision for the costs of freight, insurance, taxes and duties as may be applicable.		

Do the terms and levels of all insurances which the Tenderer has or proposes to put in place for the purpose of the Contract comply with all requirements in clauses 5.4 - 5.9 of the Conditions of Contract in Part 5?

- YES NO

The Tenderer is requested to provide evidence from the insurer or a reputable broker stating the extent to which the relevant insurance complies with clauses 5.4 - 5.9 of the Conditions of Contract in Part 5. Such evidence may include certificates of currency (no more than 20 days old), current policy wordings (except where such insurances are prescribed by Statutory Requirement) and other written confirmation stating the extent to which the relevant insurance complies with clauses 5.4 - 5.9 of the Conditions of Contract in Part 5.

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To the extent that the Tenderer's proposed insurance does not comply with clauses 5.4 - 5.9 of the Conditions of Contract in Part 5, the Tenderer may propose a departure from clauses 5.4 - 5.9 only. To do so the Tenderer is requested to clearly set out, in the table format below, the relevant clause reference and the proposed departure (including the proposed drafting amendment in mark up against the relevant clause) together with an explanation of and justification for the proposed departure.

CLAUSE REFERENCE (Clauses 5.4 - 5.9 only)	PROPOSED DEPARTURE (including drafting mark up of amendment proposed)	EXPLANATION AND JUSTIFICATION OF THE PROPOSED DEPARTURE
<p>[INSERT]</p>	<p>[INSERT]</p>	<p>[INSERT]</p>

Tenderers are reminded that the Tenderer's insurance details are an evaluation criteria as specified in clause 4(a)(ix) of the Tender Conditions. The Commonwealth is not bound to accept any departure proposed by the Tenderer.

2. TENDERER'S COMMERCIAL-IN-CONFIDENCE INFORMATION

The Tenderer's attention is drawn to clause 20 of the Tender Conditions and clause 20 of the Conditions of Contract in Part 5 and the Commonwealth's policy on the identification of Commercial-in-Confidence Information (including the requirements set out in paragraph (c)).

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(ix) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer:

- (a) may identify any specific information provided by the Tenderer to the Commonwealth that it wishes the Commonwealth to keep confidential; and
- (b) must provide justification, in accordance with paragraph (c), why the information identified under paragraph (a) should be kept confidential.

The Tenderer is referred to the Commonwealth's guidance on the identification of Commercial-in-Confidence Information available at <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

The Tenderer should note that the Commonwealth policy principles of transparency and accountability promote the disclosure of contractual information to the maximum extent and that a Tenderer's information is only kept confidential where there are sound reasons for doing so.

Without limiting the Commonwealth's absolute discretion under clause 20(a)(ii) of the Tender Conditions, Tenderers are requested to note that:

- (c) information must have all of the following characteristics before it may be considered to be Commercial-in-Confidence Information:
 - (i) the information to be protected must be specifically identified;
 - (ii) the information must be commercially sensitive and not already in the public domain;
 - (iii) disclosure would cause unreasonable detriment to the owner of the information or another party; and
 - (iv) the information was provided with an express or implied understanding that it would remain confidential;
- (d) without limiting paragraph (c), the following types of information in, or provided in relation to, contracts would generally not be considered Commercial-in-Confidence Information:
 - (i) performance and financial guarantees;
 - (ii) indemnities;

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- (iii) the price of an individual item, or groups of items of goods or services;
 - (iv) rebate, liquidated damages and service credit clauses;
 - (v) performance measures applicable to the Contract;
 - (vi) clauses which describe how Intellectual Property Rights are to be dealt with;
 - (vii) payment arrangements;
 - (viii) any matters in relation to the ECI Activities; and
 - (ix) the performance of the Contractor against the requirements of the Contract and agreed assessment criteria; and
- (e) the following types of information may (in the Commonwealth's absolute discretion) meet the criteria of being protected as Commercial-in-Confidence Information:
- (i) trade secrets;
 - (ii) proprietary information (this could be information about how a particular technical or business solution is to be provided);
 - (iii) internal costing information or information about profit margins; and
 - (iv) pricing structures (if this information would reveal whether there was a profit or loss on the supply of a particular good or service).

Details of any specific information that the Tenderer wishes the Commonwealth to keep confidential should be provided in table format as set out below.

SPECIFIC INFORMATION	JUSTIFICATION	PERIOD OF CONFIDENTIALITY
[INSERT (IF APPLICABLE)]	[INSERT (IF APPLICABLE)]	[INSERT (IF APPLICABLE)]

3. MINIMUM WARRANTY PERIODS

The Tenderer's attention is drawn to clause 9.6 of the Conditions of Contract in Part 5 and clause 3 of Annexure 1 to the Contract in Part 5.

To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion under clause 4(a)(ix) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to complete the table set out below:

Description	Minimum Warranty Period (from the Date of Completion of the Works or the Stage)
Geobruigg landslide barrier fence componentry – detail to be articulated in Planning Phase	[To be inserted following selection of the successful Tenderer] years
Any alternate landslide barrier fence componentry.	[To be inserted following selection of the successful Tenderer] years
Anchor component warranty for the landslide barrier fence	[To be inserted following selection of the successful Tenderer] years

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Description	Minimum Warranty Period (from the Date of Completion of the Works or the Stage)
Anchor installation warranty for the landslide barrier fence	[To be inserted following selection of the successful Tenderer] years
Proprietary elements within the landslide barrier berms.	[To be inserted following selection of the successful Tenderer] years
Proprietary elements within the civil stormwater infrastructure e.g. pipework, headwalls, geotextiles etc.	[To be inserted following selection of the successful Tenderer] years
High voltage cable component warranty and installation warranty for any new service / services diversions to IOTPS requirements.	[To be inserted following selection of the successful Tenderer] years
Low voltage cable (and lighting as applicable) component warranty and installation warranty for any new service / services diversion to IOTPS requirements.	[To be inserted following selection of the successful Tenderer] years
Communications cable component warranty and installation warranty for any new service / services diversion (including optic fibre if any) to the requirements of the utility provider / utility provider representative / IOTA.	[To be inserted following selection of the successful Tenderer] years
Rising water main infrastructure component warranty and installation warranty for any new service and integration with prior works – to WaterCorp requirements.	[To be inserted following selection of the successful Tenderer] years
Sewer infrastructure component warranty and installation warranty for any new service / services diversion – to WaterCorp requirements.	[To be inserted following selection of the successful Tenderer] years
Fire services (if any) component warranty and installation warranty for any new service / services diversion to the requirements of / IOTA	[To be inserted following selection of the successful Tenderer] years
Pavement Markings (external) to the requirements of IOTA and the Christmas Island Shire.	[To be inserted following selection of the successful Tenderer] years
Gates and Fences	[To be inserted following selection of the successful Tenderer] years
Painting	[To be inserted following selection of the successful Tenderer] years
Vehicle Pavement and Seals	[To be inserted following selection of the successful Tenderer] years

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TENDER SCHEDULE J

STATEMENT OF TAX RECORD

The Tenderer's attention is drawn to clause 19.14 of the Conditions of Contract in Part 5 and clause 29 of the Tender Conditions.

The Tenderer's attention is also drawn to the Shadow Economy Procurement Connected Policy, which imposes obligations on the Commonwealth to obtain from tenderers valid and satisfactory STRs. More information about the requirements arising under the Shadow Economy Procurement Connected Policy is available from the Department of Treasury at <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

The Tenderer must complete and lodge Tender Schedule J - Statement of Tax Record. This is a minimum form and content requirement under clause 3.1(b)(ii) of the Tender Conditions.

A STATEMENT OF TAX RECORD

The Tenderer is to provide and attach each of the valid and satisfactory STRs referred to in the table below as required for the Tenderer's entity type:

If the Tenderer is:	STRs required:
(a) a body corporate or natural person	a valid and satisfactory STR in respect of that body corporate or person.
(b) a partner acting for and on behalf of a partnership	a valid and satisfactory STR: <ul style="list-style-type: none"> (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant contract or subcontract (as applicable).
(c) a trustee acting in its capacity as trustee of an Australian trust	a valid and satisfactory STR in respect of the: <ul style="list-style-type: none"> (i) trustee; and (ii) Australian trust.
(d) a trustee acting in its capacity as trustee of a foreign trust without an Australian tax record of at least 4 years	a valid and satisfactory STR in respect of: <ul style="list-style-type: none"> (i) trustee; and (ii) foreign trust.
(e) a joint venture participant	a valid and satisfactory STR in respect of: <ul style="list-style-type: none"> (i) each participant in the joint venture; and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator.
(f) a member of a Consolidated Group	a valid and satisfactory STR in respect of the: <ul style="list-style-type: none"> (i) relevant member of the Consolidated Group; and (ii) head company in the Consolidated Group.

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(g) the head company in a Consolidated Group	a valid and satisfactory STR in respect of the head company in the Consolidated Group.
(h) a member of a GST Group	a valid and satisfactory STR in respect of the: <ul style="list-style-type: none"> <li data-bbox="837 380 1146 411">(i) GST Group member; and <li data-bbox="837 432 1162 464">(ii) GST Group representative.

B DECLARATION

By executing the Tender Form in Part 3, the Tenderer declares that:

1. it has complied with the requirements in item A of Tender Schedule J - Statement of Tax Record to provide and attach each of the valid and satisfactory STRs referred to in the table in item A as required for the Tenderer's entity type;
2. it has obtained and holds valid and satisfactory STRs required for the entity type of each subcontractor that it will engage for the Contractor's Activities or the Works under a subcontract with an expected value of over \$4 million (GST inclusive), if known as at the ATM Close Date and ATM Close Time;
3. if it is the successful Tenderer, it will ensure that:
 - (a) any subcontractor that it subsequently engages for the Contractor's Activities or the Works under a subcontract with an expected value of over \$4 million (GST inclusive) provides it with valid and satisfactory STRs required for the subcontractor's entity type prior to entering into the relevant subcontract; and
 - (b) it retains a copy of all STRs held by any subcontractor referred to in paragraph (a) and, on request by the Commonwealth, provide to the Commonwealth a copy of any such STR;
4. if any STR provided by it as part of any Invitation to Register Interest process in respect of the Project or otherwise as part of the tender process is or will be no longer valid and satisfactory at the time of the proposed Award Date (as notified by the Tender Administrator), the Tenderer must, if and within the time required by the Tender Administrator, provide the Tender Administrator with a copy of each STR required for its entity type that will be valid and satisfactory on such proposed Award Date; and
5. if it is the successful Tenderer, it will ensure that it holds all STRs required for the Tenderer's entity type at all times during the Contractor's Activities and the Works and, on request by the Commonwealth, provide to the Commonwealth a copy of any such STR.

The Tenderer acknowledges and agrees that the Commonwealth:

6. will only enter into a contract with a Tenderer that, on the proposed Award Date as notified by the Tender Administrator under paragraph 4, holds and has provided to the Tender Administrator copies of all STRs required for its entity type in accordance with the Shadow Economy Procurement Connected Policy that will be valid and satisfactory on such Award Date; and
7. may (in its absolute discretion) exclude the Tenderer from further consideration if the Tenderer does not satisfy the requirement under paragraph 6.

TENDER SCHEDULE K

WHS ACCREDITATION SCHEME ACCREDITATION

The Tenderer's attention is drawn to clause 28 of the Tender Conditions and clauses 9.16(d) and (e) of the Conditions of Contract in Part 5 and section 43 of the *Federal Safety Commissioner Act 2022* (Cth).

The Tenderer must complete and lodge Tender Schedule K - WHS Accreditation Scheme Accreditation.

The Tenderer should note that if it cannot demonstrate to the Commonwealth on or before the proposed Award Date (as notified by the Commonwealth to the Tenderer) evidence of compliance with clause 28 of the Tender Conditions and the WHS Accreditation Scheme, the Commonwealth may, in its absolute discretion, exclude the Tenderer from consideration in accordance with clause 28(h)(ii) of the Tender Conditions.

The Tenderer is requested to provide:

- (a) evidence of:
 - (i) accreditation in accordance with the WHS Accreditation Scheme by attaching a copy of its accreditation issued by the Federal Safety Commissioner and any expiry dates for such accreditation; or
 - (ii) the steps taken to obtain accreditation in accordance with the WHS Accreditation Scheme, including any application and correspondence with the Office of the Federal Safety Commissioner.
- (b) if a Tender is lodged on a Joint Bid Basis:
 - (i) details regarding which parties will carry out the WHS Accreditation Scheme Building Work;
 - (ii) if each joint bid party will carry out WHS Accreditation Scheme Building Work, evidence of each parties accreditation under the WHS Accreditation Scheme by attaching copies of their accreditation issued by the Federal Safety Commissioner and any expiry dates for such accreditation; or
 - (iii) if any WHS Accreditation Scheme Building Work will be carried out by a joint bid party that has not obtained accreditation in accordance with the WHS Accreditation Scheme, evidence that all joint bid parties operate (or will operate) under the accredited party's work health safety management system, including:
 - A. evidence of the accredited party's accreditation under the WHS Accreditation Scheme by attaching a copy of its accreditation issued by the Federal Safety Commissioner and any expiry dates for such accreditation;
 - B. copies of the written undertakings provided to the Federal Safety Commissioner in relation to the Project; and
 - C. written confirmation from the Federal Safety Commissioner confirming the requirements of section 26(g) of the *Federal Safety Commissioner (Accreditation Scheme) Amendment Rules 2023* (Cth) have been met in relation to the Project (if the written confirmation has been received prior to the Tender being lodged); and
 - (iv) if the Tenderer has not obtained the written confirmation required by clause 28(e)(ii)C of the Tender Conditions prior to their Tender being lodged, the written confirmation must be provided to the Tender Administrator upon receipt by the Tenderer (and when requested by the Tender Administrator).

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TENDER SCHEDULE L

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

The Tenderer's attention is drawn to clause 30 of the Tender Conditions. The Tenderer should also note the evaluation criteria under clause 4(a)(x) of the Tender Conditions.

The Tenderer is requested to complete and lodge item A of this Tender Schedule L - Environmentally Sustainable Procurement, which includes providing details of its practices regarding promoting environmental sustainability.

The Tenderer is requested to note the Declaration of Compliance in the form set out in item B below, which will be made by the Tenderer when it executes the Tender Form in Part 3.

The Tenderer must complete and lodge item C of this Tender Schedule L - Environmentally Sustainable Procurement, which includes providing a Supplier Environmental Sustainability Plan in the form and containing the content set out below. **The Tenderer should note that the completion and lodgement of item C is a minimum form and content requirement for its Tender under clause 3.1(b)(iii) of the Tender Conditions.**

A PRACTICES REGARDING PROMOTING ENVIRONMENTAL SUSTAINABILITY

The Tenderer is requested to provide details of its practices regarding promoting environmental sustainability in relation to the Contractor's Activities and the Works, including having regard to:

- (a) energy efficiency;
- (b) reducing environmental and climate change impact;
- (c) circularity of goods and services and the use of recycled products; and
- (d) the Sustainable Procurement Guide (as published by the Department of Climate Change, Energy, the Environment and Water):

B DECLARATION OF COMPLIANCE

The Tenderer agrees and declares that if it is the successful Tenderer it will be required to:

- (a) comply with the completed Supplier Environmental Sustainability Plan;
- (b) on request by the Commonwealth entity responsible for administering the Environmentally Sustainable Procurement Policy, provide that entity with a copy of the completed Supplier Environmental Sustainability Plan or evidence of compliance with the plan; and
- (c) submit to the Commonwealth a report once every six months for the duration of the Contract in the form provided in the Supplier Environmental Sustainability Plan.

C SUPPLIER ENVIRONMENTAL SUSTAINABILITY PLAN

The Tenderer's attention is drawn to the definition of "Supplier Environmental Sustainability Plan" in clause 1.1 of the Conditions of Contract in Part 5.

The Tenderer's "Supplier Environmental Sustainability Plan" provided in this Tender Schedule L - Environmentally Sustainable Procurement should include:

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- (a) the Tenderer's corporate sustainability performance – that is, how does the Tenderer address environmental sustainability impacts associated with its business;
- (b) how the Tenderer will optimise environmental sustainability in the carrying out of the Contractor's Activities and the Works, referencing the environmental sustainability focus areas and principles as set out in the Environmentally Sustainable Procurement Policy. If the Tenderer cannot optimise environmental sustainability, the Tenderer is requested to explain why not; and
- (c) opportunities for innovation and how the Tenderer will consider these throughout the carrying out of the Contractor's Activities.

The Tenderer is referred to the Commonwealth's guidance in respect of the Supplier Environmental Sustainability Plan available at: <https://www.dcceew.gov.au/sites/default/files/documents/sesp-optionbii-base-metrics-construction-2024.pdf>.

1. Corporate Environmental Sustainability Performance

In 500 words or less, detail the actions the Tenderer is taking to minimise its environmental impact including any accreditations/certifications, environmental management systems, policies and/or processes as applicable:

[INSERT DETAILS].

2. Design

- (a) In 250 words or less, detail the Tenderer's previous experience in designing for optimal environmental sustainability outcomes in previous similar projects, with reference to the Environmental Sustainability Principles. If applicable, detail how the Tenderer's design contributed to obtaining a rating or certification and what rating or certification was obtained:

[INSERT DETAILS].

- (b) In 500 words or less, detail how the Tenderer will embed environmental sustainability into the design of the Project, including positioning the Project to optimise environmentally sustainable outcomes with reference to the Environmental Sustainability Principles:

[INSERT DETAILS].

3. Climate

- (a) In the 'Reporting Template' available at <https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main>, the Tenderer is requested to provide a list of low embodied emissions products and/or materials proposed for use under the Contract.

The Tenderer should download the 'Reporting Template' and incorporate its response to this paragraph 3(a) in such format at Attachment 1 to this Tender Schedule L - Environmentally Sustainable Procurement.

- (b) In 500 words or less, detail how the Tenderer proposes to identify opportunities and prioritise the use of low embodied emissions products and/or materials in the delivery of the Contract to the maximum extent possible without compromising quality, safety and/or capability:

[INSERT DETAILS].

- (c) The Tenderer is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional climate principles:

Optimise energy efficiency

- Minimise greenhouse gas emissions

If the Tenderer has ticked any box or boxes above, in 500 words or less detail how the Tenderer will deliver on these principles during the Contract:

[INSERT DETAILS].

4. **Environment**

- (a) In 500 words or less, detail how the Tenderer will minimise or avoid waste to landfill over the term of the Contract, including how the Tenderer will increase the level of resource recovery or extend the useful life of material through recycling, reuse, repurposing or other activities:

[INSERT DETAILS].

- (b) The Tenderer is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional environment principles:

- Optimise water efficiency
- Use safe and renewable inputs
- Safely use and dispose of chemicals

If the Tenderer has ticked any box or boxes above, in 500 words or less detail how the Tenderer will deliver on these principles during the Contract:

[INSERT DETAILS].

5. **Circularity**

- (a) In the 'Reporting Template' available at <https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main>, the Tenderer is requested to provide a list of products and/or materials containing recycled content proposed for use under the Contract, including the proportion of recycled content used in each product or material.

The Tenderer should download the 'Reporting Template' and incorporate its response to this paragraph 5(a) in such format at Attachment 1 to this Tender Schedule L - Environmentally Sustainable Procurement.

- (b) In 500 words or less, detail how the Tenderer proposes to identify opportunities and prioritise the use of recycled content in the delivery of the Contract to the maximum extent possible without compromising quality, safety and/or capability:

[INSERT DETAILS].

- (c) The Tenderer is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional circularity principles:

- Buildings and fit-outs use less materials, minimise waste, can be deconstructed and reused, are designed for adaptability and flexibility
- Goods are durable, repairable, reusable and/or recyclable
- Goods have been refurbished or existing goods are reused
- Goods are recycled at the end of useful life
- Goods are returned for resource recovery through a take-back or end of life scheme

- Goods are available for lease, rent or product-as-a-service as an alternative to buying outright

If the Tenderer has ticked any box or boxes above, in 500 words or less detail how the Tenderer will deliver on these principles during the Contract:

[INSERT DETAILS].

6. **Explanation for not selecting additional principles**

If the Tenderer did not select any additional climate, energy or circularity principles in paragraphs 3(c), 4(b) and 5(c) above, in 250 words or less the Tenderer is requested to provide an explanation:

[INSERT DETAILS].

7. **Innovation**

- (a) In 250 words or less, detail the Tenderer's previous experience in identifying and delivering innovation in previous similar projects that has led to improved environmental sustainability outcomes:

[INSERT DETAILS].

- (b) The Tenderer is requested to identify **at least one** innovation opportunity and demonstrate how the Tenderer will work with the Commonwealth to continually improve environmental sustainability over the term of the Contract, in the table format below:

Note: innovation categories include:

- (i) innovative **design** e.g. minimisation of materials by designing out waste or using less materials; or designing for improved durability, modularity or disassembly;
- (ii) innovative **products** e.g. using products that have been refurbished;
- (iii) innovative **materials** e.g. more environmentally friendly or safe materials or innovative ways to reuse materials as part of the project; and
- (iv) innovative **processes** e.g. technology that will add value to the project.

	[INNOVATION CATEGORY]	[ETC]
IN 250 WORDS OR LESS, PROVIDE A DESCRIPTION OF THE ISSUE THAT WOULD BE ADDRESSED BY THE PROPOSED INNOVATION		
IN 250 WORDS OR LESS, DETAIL HOW THE TENDERER WILL WORK WITH THE COMMONWEALTH TO CONTINUALLY IMPROVE THE ENVIRONMENTAL SUSTAINABILITY OVER THE CONTRACT TERM		
IN 250 WORDS OR LESS, DETAIL HOW THE TENDERER WILL EVIDENCE AND REPORT ON ITS INNOVATION OVER THE CONTRACT TERM		

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Attachment 1 to Tender Schedule L - Environmentally Sustainable Procurement

[THE TENDERER'S RESPONSE TO PARAGRAPHS 3(a) AND 5(a) OF THIS Tender Schedule L - Environmentally Sustainable Procurement TO BE INSERTED]

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TENDER SCHEDULE M

MODERN SLAVERY

The Tenderer's attention is drawn to clause 32 of the Tender Conditions. To assist the Tenderer to demonstrate its ability to satisfy the evaluation criterion described under clause 4(a)(xi) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Tenderer is requested to complete and lodge Tender Schedule M - Modern Slavery by:

- (a) completing the Questionnaire in item A.

The Tenderer should note that the completion and lodgement of item A is a minimum form and content requirement for its Tender under clause 3.1(b)(iv) of the Tender Conditions.

If the Tenderer wishes to lodge its Tender on a Joint Bid Basis, it is requested to complete and lodge the information requested in this Tender Schedule M - Modern Slavery for each joint bid party.

A MODERN SLAVERY QUESTIONNAIRE

The Tenderer is requested to complete the Modern Slavery Questionnaire attached to this Tender Schedule M - Modern Slavery.

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Attachment to Tender Schedule M - Modern Slavery Questionnaire

Contact details - Supplier	
Organisation name	
Organisation address	
Australian Business Number	
Parent company	
Contact person	
Contact email	
Contact phone	
Date of Questionnaire completion	
Additional documentation	
Is your organisation required to report under the <i>Modern Slavery Act (Cth) 2018</i> ? If so, please attach a copy of your modern slavery statement(s).	
Is there any other additional documentation you have attached to this questionnaire? If so, please list them here.	

Organisation structure	
1.	How much visibility does your organisation have over your supply chain? Please select one of the below and explain why you selected this option:

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	<p><input type="checkbox"/> High: You have mapped the full supply chain for key products and services used by your organisation and have identified key suppliers at all levels of your supply chain.</p> <p><input type="checkbox"/> Moderate: You have identified major Tier One suppliers and have partially or fully mapped the supply chains for key products and services of your supply chain.</p> <p><input type="checkbox"/> Developing: You have identified major Tier One suppliers. You have very limited or no visibility of your supply chains below the Tier One level.</p>
2.	<p>Does your organisation have a policy or policies in place to deal with modern slavery?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If the answer is yes, please provide details of, or a copy of, the policy or policies, including information on whether your organisation has a system to monitor compliance with these policies. If the answer is no, please provide information on what your organisation is doing, or plans to do, to manage modern slavery risks.</p>
3.	<p>Does your organisation have a person or team responsible for overseeing modern slavery risks (including record keeping regarding contractors and subcontractors) that arise in relation to the goods or services that you deliver?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the role and responsibility of that person/team below.</p>
Training	
4.	<p>Are staff in your organisation trained on how to identify, assess and respond to modern slavery risks?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the nature of the training available and the positions or roles of staff that receive training. Please also specify whether training is also available to other organisations or staff in your supply chain. If no, does your organisation plan to introduce modern slavery risk training for staff?</p>
Supplier engagement	
5.	<p>Does your organisation perform screening of all prospective suppliers to assess the risks of modern slavery or other human rights harms that may occur in its operations and supply chains?</p> <p><input type="checkbox"/> Yes</p>

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	<input type="checkbox"/> No If yes, please describe how your organisation performs this screening. If no, does your organisation plan to introduce measures to screen prospective suppliers for modern slavery risks in future?
6.	Are you aware of low-skilled migrant workers working in your organisation’s supply chains? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide information about where in your organisation’s supply chain low-skilled migrant workers are employed.
Response processes	
7.	How would your organisation respond to any allegation of modern slavery or substandard working conditions in its operations or supply chains?
8.	Does your organisation engage in any other due diligence activities to identify, prevent and mitigate risks specific to modern slavery in its operations and supply chains? If so, please describe these activities. <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe these activities below.

Appendix A

Glossary	
Term	Explanation
Child labour	Child labour, in accordance with the definition used by the International Labour Organisation, is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that: <ul style="list-style-type: none"> • is mentally, physically, socially or morally dangerous and harmful to children; and/or • interferes with their schooling by: <ul style="list-style-type: none"> ○ depriving them of the opportunity to attend school; ○ obliging them to leave school prematurely; or ○ requiring them to attempt to combine school attendance with excessively long and heavy work.

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	<p>A child is defined as a person below the age of 18.</p> <p>Child labour has three categories:</p> <p>(1) The unconditional worst forms of child labour, which are internationally defined as slavery, trafficking, debt bondage and other forms of forced labour, forced recruitment of children for use in armed conflict, prostitution or pornography, and illicit activities.</p> <p>(2) Labour performed by a child who is under the minimum age specified for that kind of work (as defined by national legislation, in accordance with accepted international standards), and that is this likely to impede the child's education and full development.</p> <p>(3) Labour that jeopardises the physical, mental or moral well-being of a child, either because of its nature or because of its nature or because of the conditions in which it is carried out, known as "hazardous work".</p>
Commercial sex act	Commercial sex act is defined as any sex act on account of which anything of value is given to or received by any person.
Debt bondage	Debt bondage describes situations where the victim's services are pledged as security for a debt and the debt is manifestly excessive or the victim's services are not applied to liquidate the debt, or the length and nature of the services are not limited and defined.
Deceptive recruiting for labour services	Deceptive recruiting for labour services describes the situations where the victim is deceived about whether they will be exploited through a type of modern slavery.
Due diligence	Due diligence describes the process organisations take to identify, prevent, mitigate and account for how they address their impacts on slavery and human trafficking.
Forced labour	Forced labour describes situations where the victim is either not free to stop working or not free to leave their place of work.
Forced marriage	Forced marriage describes situations where coercion, threats or deception are used to make a victim marry or where the victim does not understand or is incapable of understanding the nature and effect of the marriage ceremony.
Modern slavery	The <i>Modern Slavery Act (Cth) 2018</i> (the Act) defines modern slavery a term used to describe situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. Modern slavery is only used to describe serious exploitation. It does not include practices like substandard working conditions or underpayment of workers. The Act defines modern slavery as including eight types of serious exploitation: trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour services; and the worst forms of child labour.
Migrant worker	Migrant workers are people who leave home to find work outside of their hometown or home country. Migrant workers include both foreign and domestic (internal) migrant workers.
Organisation	Organisation is a person or group that has its own functions with responsibilities, authorities and relationships to achieve its objectives. The concept of organisation includes, but is not limited to, sole-trader, company, corporation, firm, enterprise, authority, partnership, association, charity or institution, or part or combination thereof, whether incorporated or not, public or private.
Policy	A policy refers to documented guidelines or rules of conduct within an organisation. Human rights-related policies generally fall into two categories: stand-alone statements and policies that are integrated within an organisation's wider standards literature (e.g. Worker codes of conduct and ethical sourcing standards).

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Recruiter	A recruiter refers to both private and public entities that offer labour recruitment services. Recruiters – variously referred to as labour intermediaries, middlemen, labour brokers, and recruitment agents, among other terms – recruit, hire and/or manage workers.
Servitude	Describes situations where the victim’s personal freedom is significantly restricted and they are not free to stop working or leave their place of work.
Slavery	Describes situations where the offender exercises powers of ownership over the victim, including the power to make a person an object of purchase and use their labour in an unrestricted way.
Supplier	A supplier is defined as an organisation or person that provides a product or service used in your supply chain. The supplier can have a direct or indirect relationship with your organisation. Examples of suppliers are: brokers, consultants, contractors, distributors, franchisees or licensees, home workers, independent contractors, manufacturers, primary producers, sub-contractors, and wholesalers.
Supply chain	A supply chains is defined as a sequence of activities or parties that provides products or services to the organisation.
Tier One supplier	A manufacturer who provides products directly to a company without dealing with a middleman or other manufacturers.
Trafficking in persons	Trafficking in persons describes the recruitment, harbouring and movement of a person for exploitation through modern slavery.
Training	Training can be focused on helping agents better understand organisation policies, how to effectively implement them and ways to avoid modern slavery risks associated with inaction.
Worker	A person who performs work, including seasonal, contract and other temporary labour. Both employees and independent contractors are considered workers.

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PART 5 - CONTRACT

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