

Defence Infrastructure Panel 2022 - 2027
Request for Proposal - Project Management and Contract Administration
Standing Offer Number SON3881873

STANDARD APPROACH - NO MASTER DCAP

***[THIS REQUEST FOR PROPOSAL SHOULD NOT BE USED FOR ANY ENGAGEMENT OTHER THAN THOSE UNDER THE PMCA SERVICE CATEGORY WHEN THE COMMONWEALTH DOES NOT WISH TO USE THE MASTER DCAP.***

***THIS REQUEST FOR PROPOSAL HAS BEEN PREPARED FOR USE WITH ENGAGEMENTS VALUED UNDER $7.5 MILLION (GST INCLUSIVE). PROCUREMENTS AT OR ABOVE THIS THRESHOLD WILL ATTRACT ADDITIONAL REQUIREMENTS DUE TO THE HIGH VALUE CONTRACT PROVISIONS OF THE INDIGENOUS PROCUREMENT POLICY. IF THE ENGAGEMENT IS VALUED AT OR ABOVE THIS THRESHOLD, PLEASE REFER TO THE DEFENCE WEBSITE FOR THE RELEVANT TEMPLATE]***

This Request for Proposal (**RFP**) is issued by the Commonwealth in accordance with the Panel Agreement for the Defence Infrastructure Panel 2022 - 2027 (**Panel**). The Panel Consultant is requested to provide a proposal for the performance of the Services described in the Brief. The Commonwealth's requirements for the RFP are set out below.

If this RFP has been issued to you via email, the Commonwealth requests that you reply to the email to confirm receipt.

This RFP is (and all addenda and Information Documents issued in connection with this RFP are) "Confidential Information" for the purposes of the Panel Conditions (subject to paragraph (b) of that definition).

***[DO NOT CHANGE THE TABLE BELOW (OTHER THAN TO COMPLETE THE PLACEHOLDERS) AND DO NOT DELETE ANY ROWS - IF THEY ARE NOT REQUIRED, THEN STATE "NOT APPLICABLE"]***

|  |
| --- |
| **REQUEST FOR PROPOSAL** |
|  | **Project Name / Number:** | ***[COMMONWEALTH TO INSERT]***  |
|  | **Service Category:** | Project Management and Contract Administration |
|  | **Terms of Engagement:** | The Terms of Engagement in Section 4B of the Panel Agreement |
|  | **Panel Consultant:** | ***[COMMONWEALTH TO INSERT]*** |
|  | **Panel Consultant Contact Details:** | ***[COMMONWEALTH TO INSERT - REFER TO THE DEFENCE WEBSITE FOR THIS INFORMATION]*** |
| * 1.
 | **Closing Date and Time:** | ***[COMMONWEALTH TO INSERT. TIME ZONE AND WHETHER DAYLIGHT SAVING TIME APPLIES MUST BE SPECIFIED (E.G. AEDT, AEST OR "CANBERRA LOCAL TIME"). DO NOT REPEAT THIS IN ANY OTHER AREA OF THE RFP OR COVERING EMAIL - MULTIPLE AREAS CREATE A PROBITY RISK]*** |
|  | **Services Required:** | As set out in the Brief attached at Annexure A to the RFP.  |
| * 1.
 | **Proposal Lodgement Process:**  | ***[COMMONWEALTH MUST DELETE THE OPTIONS NOT USED]******[OPTION 1 - IF THE PROPOSAL IS TO BE LODGED VIA EMAIL:]***Your proposal must be lodged via email to ***[INSERT EMAIL ADDRESS]***.***[DO NOT INSERT MORE THAN ONE EMAIL ADDRESS HERE - DO NOT INCLUDE EMAIL ADDRESSES THAT ARE TO BE INCLUDED AS A CC COPY.*** ***IF THE PROPOSAL IS EMAILED TO A PROJECT/ADMIN OFFICER THEN THAT PERSON CANNOT BE A PART OF THE TENDER EVALUATION BOARD MEMBERSHIP.******REFER TO THE DEFENCE WEBSITE EMAIL GUIDANCE FOR GENERAL TENDERING, DIP AND DEHP]*** ***[OPTION 2 - IF THE PROPOSAL IS TO BE LODGED VIA AUSTENDER:]***Your proposal must be lodged via AusTender.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 RFP process, you 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/termsofuse>. You must direct all queries and requests for technical or operational support related to AusTender to:AusTender Help DeskTelephone: 1300 651 698International: +61 2 6215 1558Email: tenders@finance.gov.auThe AusTender Help Desk is available between 9.00am and 5.00pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays). Your attention is drawn to clauses 1.8 and 1.9 of the AusTender terms and conditions in relation to late receipt of proposals and proof of lodgement.You must direct all questions related to the RFP or the RFP process to the Contact Officer in accordance with item 25. |
|  | **Evaluation Criteria:**  | ***[THE EVALUATION CRITERIA MUST ALIGN WITH THE APPROVED PDDP OR EVALUATION PLAN]*** 1. **Approach to Key Risks and Issues (*[INSERT]*% weighting)**

The extent to which the Panel Consultant has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Services, noting that the type of information the Commonwealth is seeking is outlined in clause 2 of Annexure B - Project DCAP.1. **Program (*[INSERT]*% weighting)**

The extent to which the Panel Consultant has demonstrated that it will satisfy program milestone requirements, noting that the type of information the Commonwealth is seeking is outlined in clause 3 of Annexure B - Project DCAP.1. **Proposed Resources (*[INSERT]*% weighting)**

The extent to which the Panel Consultant has demonstrated that it has the resources and capacity to perform the Services, noting that the type of information the Commonwealth is seeking is outlined in clauses 4 to 6 of Annexure B - Project DCAP.1. **Fee Schedule (No weighting, the proposal will be evaluated with reference to whether value for money has been demonstrated)**

The extent to which the Panel Consultant has demonstrated that its fees, when considered in conjunction with all other evaluation criteria and information taken into account, constitute value for money, noting that the type of information the Commonwealth is seeking is outlined in Annexure C - Fee Schedule. |
| * 1.
 | **Conforming Proposal Requirements:** | 1. Lodge your proposal in accordance with the proposal lodgement process set out in item 8 by the Closing Date and Time.
2. Keep your proposal valid for 90 days.
3. Lodge a proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Contract.
4. Satisfy the following conditions for participation:
5. ***[COMMONWEALTH TO INSERT (IF ANY)]***.
 |
|  | **Non-Conforming Proposals:** | A proposal that is not lodged in accordance with paragraph 1 of item 10 will be deemed late and will not be evaluated unless the lateness was solely due to Commonwealth mishandling.A proposal that is not lodged in accordance with paragraphs 2 - 3 of item 10 will be non-conforming and will not be evaluated unless the Commonwealth considers (in its absolute discretion) that the non-conformance was an unintentional error and seeks, reviews and accepts a correction to this error.A proposal that does not satisfy a condition for participation specified in paragraph 4 of item 10 will be regarded as non-conforming and will not be evaluated.  |
|  | **Security Clearances Required:** | ***[COMMONWEALTH TO INSERT THE LEVEL REQUIRED (IF ANY) OR OTHERWISE MARK "NOT USED"]***Security clearance to the minimum level of ***[INSERT LEVEL]*** is required for the following:***[INSERT AS APPROPRIATE E.G. "ALL PERSONNEL INCLUDING SUBCONSULTANTS", "ALL KEY PEOPLE (INCLUDING SUBCONSULTANTS)" OR LIST NOMINATED ROLES]*** who will be working in connection with the EngagementProvide evidence of all required security clearances. Inclusion of the clearance level in the Consultant's response to Annexure B - Project DCAP will be deemed to be satisfactory evidence. |
|  | **Additional Insurance Requirements:** | ***[COMMONWEALTH TO INSERT (IF ANY).*** ***NOTE THAT THE CURRENT INSURANCE LEVELS FOR THE PANEL CONSULTANT HAVE BEEN ASSESSED AND AGREED AT THE PANEL LEVEL AS BEING GENERALLY APPROPRIATE FOR PANEL MEMBERSHIP.*** ***THE COMMONWEALTH SHOULD CONTACT THE COMMONWEALTH'S PANEL MANAGER TO OBTAIN CURRENT INSURANCE LEVELS. IF ADDITIONAL INSURANCE IS REQUIRED BY REFERENCE TO PROJECT RISKS, THIS SHOULD BE LISTED IN THIS ITEM AFTER CONSULTATION WITH THE COMMONWEALTH'S PANEL MANAGER.*** ***IF THE PANEL CONSULTANT'S LOCATION, THE LOCATION OF THE PERFORMANCE OF THE SERVICES OR PEOPLE ARE BASED OVERSEAS, INSERT "Employers' Liability Insurance".******IF NO ADDITIONAL INSURANCE REQUIREMENTS, THEN INSERT "Not applicable."]*** |
|  | **Other Requirements:** | 1. Lodge Annexure B - Project DCAP, Annexure C - Fee Schedule and Annexure E - Alternative Proposals (if an Alternative Proposal is being lodged by the Panel Consultant).
2. Complete the draft Contract Particulars (refer to Annexure D to the RFP).
3. Provide your proposal as a PDF version, Word version or both ***[COMMONWEALTH TO SPECIFY]***, and ensure that the proposal contains file names which incorporate the Project Name, Panel Consultant's Name and references to each part of the Panel Consultant's proposal.
4. Lodge Annexure C - Fee Schedule and Annexure E - Alternative Proposals (if an Alternative Proposal is being lodged by the Panel Consultant) in separate files to the rest of your proposal.
 |
|  | **Approvals:**  | ***[OPTIONAL - COMMONWEALTH TO CONFIRM]*** The Project remains subject to various Government approvals and the *Public Works Committee Act* *1969* (Cth).  |
|  | **Industry Briefing:** | ***[OPTIONAL - COMMONWEALTH TO CONFIRM. DELETE AND INSERT "Not applicable" IF AN INDUSTRY BRIEFING IS NOT PROPOSED]*****Date: *[COMMONWEALTH TO INSERT]*****Time: *[COMMONWEALTH TO INSERT]*****Location: *[COMMONWEALTH TO INSERT]***Please nominate up to ***[COMMONWEALTH TO INSERT]*** persons to attend the industry briefing and notify the Contact Officer via email by ***[COMMONWEALTH TO INSERT DATE AND TIME]***. Any industry briefing will be conducted for the purposes of providing background information only. The Panel Consultant must not rely on any statement made at the industry briefing unless confirmed in writing by the Commonwealth as an amendment to the RFP under item 17. |
| * 1.
 | **Addenda:** | The Commonwealth may (in its absolute discretion) amend this RFP at any time prior to the Closing Date and Time in the form of a written addendum issued to the Panel Consultants participating in the RFP process. No explanation or interpretation of the RFP may be relied upon unless it is given in the form of an addendum. All addenda will be issued by email.  |
| * 1.
 | **Information Documents:** | The Commonwealth may (in its absolute discretion) issue a document to the Panel Consultants participating in the RFP process expressly stated to be an "Information Document" at any time prior to the Closing Date and Time. Information issued as an Information Document is for the Panel Consultant's information only and will not become part of the RFP or form part of the Contract. In lodging a proposal, the Panel Consultant acknowledges and agrees that it did not rely upon Information Documents in lodging its proposal or entering into any contract for the Services. All Information Documents will be issued by email.  |
|  | **Joint Bids:** | ***[OPTION 1 - IF JOINT BIDS ARE NOT PERMITTED FOR THIS RFP (NOTING THAT THIS MUST BE CONSISTENT WITH THE APPROVED PDDP OR EVALUATION PLAN):]***Joint bids are not permitted for this RFP.***[OPTION 2 - IF JOINT BIDS ARE PERMITTED FOR THIS RFP (NOTING THAT THIS MUST BE CONSISTENT WITH THE APPROVED PDDP OR EVALUATION PLAN):]***1. The Commonwealth offers the Panel Consultant the opportunity to lodge its proposal on a Joint Bid Basis.
2. **Joint Bid Basis** means a proposal lodged:
3. by an unincorporated joint venture; or
4. 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 Services and otherwise meeting the obligations under the Contract if their joint bid is the successful proposal for the Project.
5. A proposal may only be lodged on a Joint Bid Basis where all joint bid parties:
6. are Panel Consultants that have been appointed to the Panel for the relevant Service Category set out in this RFP; and
7. have been invited by the Commonwealth to lodge a proposal in response to this RFP.
 |
| * 1.
 | **Procedures after the Closing Date and Time:** | At any time after the Closing Date and Time, the Commonwealth may (in its absolute discretion) do one or more of the following from time to time with one or more Panel Consultants:1. Meet with representatives of the Panel Consultant to obtain further information, documents or evidence in relation to, and otherwise clarify, aspects of the Panel Consultant's proposal.
2. Notify the Panel Consultant by email that it is required to provide a presentation on its proposal at a time and location nominated by the Commonwealth in its notice.
3. Require the Panel Consultant to provide the Commonwealth with further information, documents, evidence or clarification in relation to any aspect of the Panel Consultant's proposal or as otherwise described in the RFP.
4. Set aside a proposal, pending negotiations with one or more preferred Panel Consultants.

The Panel Consultant must attend and participate in all meetings required by the Commonwealth, and provide all information, documents, evidence or clarifications required by the Commonwealth in accordance with the requirements specified by the Commonwealth.  |
| * 1.
 | **Key Personnel Interviews:** | Without limiting item 20, at any time after the Closing Date and Time specified in item 6, the Commonwealth may (in its absolute discretion) request the Panel Consultant's proposed key personnel to attend an interview in order to assist the Commonwealth to evaluate the Panel Consultant's proposal (including to obtain further information or evidence in relation to, and otherwise clarify aspects of, the Panel Consultant's proposal) (**Key Personnel Interview**). The Commonwealth will notify the Panel Consultant in writing of the date, time, location and other relevant details of any required Key Personnel Interview.At the time of this RFP, it is anticipated that any Key Personnel Interviews for this RFP will be conducted ***[INSERT FORMAT AND (IF RELEVANT) LOCATION E.G. IN PERSON IN CANBERRA OR VIA VIDEOCONFERENCE. THIS MUST BE CONSISTENT WITH THE APPROVED PDDP AND EVALUATION PLAN]***.The Commonwealth is not obliged to invite any or all Panel Consultants to attend a Key Personnel Interview. The Panel Consultant will not be entitled to payment of any costs or expenses by the Commonwealth, or have any other claim against the Commonwealth, in relation to attendance at a Key Personnel Interview. All matters raised during a Key Personnel Interview (including questions asked by the Commonwealth) will be confidential information and must not be disclosed by the Panel Consultant without prior written approval from the Commonwealth. If the Panel Consultant discloses any matter raised during or in relation to a Key Personnel Interview without the prior written approval of the Commonwealth, the Commonwealth may (in its absolute discretion) elect not to evaluate or continue to evaluate the Panel Consultant's proposal.  |
|  | **Preferred Panel Consultants:** | The Commonwealth may (in its absolute discretion) appoint one or more preferred Panel Consultants (including on such terms as it determines) including to negotiate any or all aspects of a Panel Consultant's proposal or for the purposes of documenting and finalising an Official Order. Any such appointment or dealings arising from it will not confer any rights on the Panel Consultant or prevent the Commonwealth from discontinuing negotiations or rejecting the Panel Consultant's proposal at any time and for any reason in its absolute discretion.  |
|  | **Acceptance:** | Once lodged, your proposal may be accepted by the Commonwealth by the issue of an Official Order. The Contract entered into for the Services will be on the terms set out in clause 2.4 of the Panel Conditions.  |
|  | **Alternative Proposals:** | The Commonwealth offers you the opportunity to lodge alternative proposals in Annexure E, in pursuit of greater value for money. However, you must lodge a conforming proposal in accordance with item 10 above before an alternative proposal will be considered.The Commonwealth may require the Panel Consultant to provide further information or clarification in relation to any alternative proposal. Any decision by the Commonwealth regarding any alternative proposal will be final. |
| * 1.
 | **Questions:** | The Panel Consultant may submit questions concerning the RFP to the email address in item 27 by at least ***[INSERT]*** days prior to the Closing Date and Time. Subject to the Commonwealth Procurement Rules, the Commonwealth is not obliged to respond to such questions.The Panel Consultant may request a question remain confidential on the basis that it and any answer contain commercial-in-confidence information. The Panel Consultant must provide justification for its request. The Commonwealth will review such a request. If the Commonwealth agrees, it will notify the Panel Consultant and any response will not be promulgated to all Panel Consultants. If the Commonwealth does not agree, the Panel Consultant will have the opportunity to withdraw its question. If the Panel Consultant does not withdraw its question, the Commonwealth may promulgate any response to all Panel Consultants.  |
| * 1.
 | **Requests for Information about the RFP:** | The Panel Consultant must only direct any request for information about this RFP to the Contact Officer in accordance with the process in item 25. The Panel Consultant must not approach any other Commonwealth, State or local government entities or representatives, or community stakeholders, to discuss, consult or seek any information regarding this RFP. Without limiting any other right or remedy of the Commonwealth (under this RFP or the Panel Agreement or otherwise at law or in equity), the Commonwealth may decide not to evaluate or continue to evaluate a proposal if the Commonwealth considers (in its absolute discretion) that the Panel Consultant has failed to comply with the obligations in this item 26. |
| * 1.
 | **Contact Officer / Commonwealth Representative:** | ***[COMMONWEALTH TO INSERT]******[NOTE TO COMMONWEALTH: CONTACT DETAILS SHOULD NOT INCLUDE A PHONE NUMBER. INSERT ONLY A NAME AND EMAIL ADDRESS. CONSIDER USE OF A GROUP EMAIL]*** |
|  | **Termination of this RFP Process:** | Without limiting any other right or remedy of the Commonwealth (under this RFP or the Panel Agreement or otherwise at law), the Commonwealth may (in its absolute discretion) elect at any time, and for any reason, to terminate this RFP process including in circumstances where it considers that it is unlikely to obtain value for money. The Panel Consultant must bear its own costs in connection with the preparation of its proposal and participation in the RFP process and shall have no entitlement to claim from, or be paid by, the Commonwealth for such costs.  |



Defence Infrastructure Panel 2022 - 2027
*[Draft]* Official Order - Project Management and Contract Administration

This Official Order once executed by the Commonwealth and delivered in accordance with the Panel Agreement for the Defence Infrastructure Panel 2022 - 2027 will constitute acceptance by the Commonwealth of the Panel Consultant's offer to supply the Services specified in this Official Order.

The Official Order, the Contract Particulars attached to this Official Order, the Fee Schedule, the Terms of Engagement, the Brief and the Panel Agreement together with any documents expressly referred to in the Contract Particulars as being contract documents, as amended to reflect the outcome of negotiations (if any, and as set out in this Official Order), constitute a Contract between the Commonwealth and the Panel Consultant.

***[THIS OFFICIAL ORDER SHOULD BE FINALISED ONCE A SUCCESSFUL PANEL CONSULTANT HAS BEEN SELECTED AND THEN ISSUED TO THE SUCCESSFUL PANEL CONSULTANT TO CONSTITUTE ACCEPTANCE OF ITS PROPOSAL FOR THE SERVICES. THE "DRAFT" WORDING ABOVE SHOULD BE REMOVED. THE INFORMATION SET OUT IN THE OFFICIAL ORDER MUST ALIGN WITH THE INFORMATION CONTAINED IN THE CONTRACT PARTICULARS]***

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| --- | --- |
| **Terms of Engagement:** | Section 4B of the Panel Agreement - Terms of Engagement |
| **Project Name / Number:** | *To be completed prior to the issue of the RFP* |
| **Commencement Date for Services:** | *To be completed prior to the issue of the RFP* |
| **Consultant:** | *To be completed following selection of successful Panel Consultant* |
| **Consultant Contact Details:** | *To be completed following selection of successful Panel Consultant* |
| **Commonwealth Contact Details:** | *To be completed prior to the issue of the RFP* |
| **Key People:** | As set out in Annexure B to this Official Order |
| **Personnel Security Clearances Required (in addition to those under the Terms of Engagement):** | *To be completed prior to the issue of the RFP* |
| **Additional Insurance Requirements:** | *To be completed prior to the issue of the RFP* |
| **Other Requirements:** | *To be completed following selection of successful Panel Consultant* |
| **Negotiation Outcomes:** | *To be completed following selection of successful Panel Consultant, and to either set out all negotiation outcomes or refer to a document that does the same, to the extent not otherwise reflected in the Official Order* |
| **Reimbursable Costs:** | *Where an Engagement is on a fixed lump sum basis, the default position is to insert "none stated" (refer to Appendix 2 to the Panel Conditions)*  |
| **Signature of Commonwealth Authorised Officer:**  | *To be completed following selection of successful Panel Consultant* |
| **Date:** | *To be completed following selection of successful Panel Consultant* |

***[THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE OFFICIAL ORDER:***

***ANNEXURE A - BRIEF***

***ANNEXURE B - PROJECT DCAP***

***ANNEXURE C - FEE SCHEDULE***

***ANNEXURE D - CONTRACT PARTICULARS]***

Annexure A. Brief

Part 1 - The Project

1. **Project Description**
2. ***[COMMONWEALTH TO INSERT DESCRIPTION OF THE PROJECT IN GENERAL AND ITS OBJECTIVES. THE ACTUAL SERVICES REQUIRED TO BE PERFORMED BY THE PANEL CONSULTANT ARE TO BE SET OUT IN PART 2 OF THE BRIEF - SCOPE OF SERVICES. THIS SECTION SHOULD INCLUDE INFORMATION REGARDING THE LOCATION OF THE PROJECT AND A DESCRIPTION OF THE RELEVANT BASE OR BASES (AS THE CASE MAY BE)]***
3. **The Works under the Project**

***[COMMONWEALTH TO INSERT BRIEF DESCRIPTION OF THE PHYSICAL WORKS TO BE DELIVERED UNDER THE PROJECT (IF ANY)]***

1. **Key Issues and Risks**
2. ***[COMMONWEALTH TO INSERT KEY ISSUES AND RISKS FOR THE PROJECT. THESE SHOULD NOT REFER TO THE KEY ISSUES AND RISKS FOR THE SERVICES (WHICH ARE TO BE ADDRESSED IN ANNEXURE B - PROJECT DCAP)]***
3. **Commonwealth's Budget for the Project**

***[COMMONWEALTH TO INSERT BUDGET FOR THE PROJECT (IF APPLICABLE)]***

1. **Commonwealth's Indicative Program for the Project**
2. ***[COMMONWEALTH TO INSERT KEY DATES FOR THE PROJECT AND ENSURE THESE ALIGN WITH THE DATES IN THE CONTRACT PARTICULARS]***
3. **Other Matters**
4. ***[COMMONWEALTH TO INSERT PROJECT SPECIFIC ISSUES NOT COVERED ABOVE]***

Part 2 - Scope of Services

***[COMMONWEALTH TO TAILOR THE SCOPE OF SERVICES, AS REQUIRED. THIS SECTION MUST SET OUT THE SERVICES THE PANEL CONSULTANT IS SUBMITTING A PROPOSAL FOR AND (IF SUCCESSFUL) WILL PERFORM FOR THE COMMONWEALTH. TIME PERIODS MUST BE INCLUDED FOR RELEVANT ASPECTS OF THE SERVICES]***

Part 3 - Project Specific Special Conditions

***[COMMONWEALTH TO INSERT PROJECT SPECIFIC SPECIAL CONDITIONS (IF ANY). LEGAL ADVICE MUST BE SOUGHT BEFORE INCLUDING ANY SUCH SPECIAL CONDITIONS***

***NOTE: THE FOLLOWING SPECIAL CONDITION RELATING TO THE COMMONWEALTH SUPPLIER CODE OF CONDUCT IS MANDATORY FOR ALL PROCUREMENTS AND MUST NOT BE DELETED FROM THE RFP]***

1. **COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT**
	* 1. For the purposes of this clause 1, **Code** means the Commonwealth Supplier Code of Conduct dated 1 July 2024, available at https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct, as amended from time to time.
		2. The Consultant must comply with, and ensure that its officers, employees, agents and subconsultants comply with, the Code in connection with the performance of the Contract.
		3. The Consultant must:
			1. periodically monitor and assess its, and its officers’, employees’, and agents’ compliance with the Code; and
			2. on request from the Commonwealth's Representative, promptly provide information regarding:
				1. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code; and
				2. the Consultant's compliance with paragraph (b).
		4. The Consultant must immediately notify the Commonwealth's Representative in writing upon becoming aware of any breach of paragraph (b). The notice must include a summary of the breach, the date that the breach occurred and details of the personnel involved.
		5. Where the Commonwealth's Representative identifies a possible breach of paragraph (b), it may notify the Consultant in writing, and the Consultant must, within three days of receiving the notice, either:
			1. where the Consultant considers a breach has not occurred - advise the Commonwealth's Representative that there has not been a breach and provide information supporting that determination; or
			2. where the Consultant considers that a breach has occurred - notify the Commonwealth's Representative under paragraph (d) and otherwise comply with its obligations under this clause 1.
		6. Notwithstanding paragraph (e), the Commonwealth's Representative may notify the Consultant in writing that it considers that the Consultant has breached paragraph (b), in which case the Consultant must notify the Commonwealth's Representative in writing under paragraph (d) and otherwise comply with its obligations under this clause 1.
		7. A failure by the Consultant to comply with its obligations under any part of this clause will be a breach of the Contract.
		8. Nothing in this clause or the Code limits, reduces or derogates from the Consultant's other obligations under the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Consultant of its obligations under this clause will be at no additional cost to the Commonwealth.
		9. The Consultant acknowledges and agrees that the Commonwealth may take the Consultant's compliance with the Code into account in any registration of interest process, tender process or similar procurement process in connection with any other Commonwealth project.

Annexure B. Project DCAP

1. **Purpose of DCAP**
	1. The purpose of the Project DCAP is to clearly demonstrate:
		1. the Panel Consultant's understanding of what the Commonwealth will require the Panel Consultant to do in respect of all material aspects of the Services; and
		2. all aspects of the way in which the Panel Consultant proposes to perform the Services which could distinguish the Panel Consultant's approach from that of other consultants.
	2. The Panel Consultant is requested to ensure its Project DCAP addresses the requirements for the Services as set out in the Brief.
	3. Option 1 of clause 5.8 of the Terms of Engagement will apply in respect of the Project DCAP lodged by the successful Panel Consultant.
2. **Approach to the Key Issues and Risks of the Project and Services**
	1. The Panel Consultant is requested to complete each item below (including any other items as the Panel Consultant considers necessary).

***[THE ITEMS LISTED BELOW CAN BE USED AS A GENERAL GUIDE FOR THE TYPE OF INFORMATION OR APPROACH TO THE SERVICES THAT COULD BE REQUESTED FROM THE PANEL CONSULTANT. YOU SHOULD IDENTIFY THE SPECIFIC KEY ISSUES AND RISKS OF THE PROJECT AND SERVICES IN THE TABLE BELOW. THESE ISSUES AND RISKS SHOULD BE BASED ON A RISK ASSESSMENT AND REFLECT THE UNIQUE RISK PROFILE OF THE RELEVANT PROJECT.***

***EXAMPLES OF KEY ISSUES AND RISKS THAT MAY BE RELEVANT INCLUDE ENVIRONMENTAL ISSUES, HERITAGE ISSUES, REMEDIATION/UNEXPLODED ORDNANCE REQUIREMENTS, CLASSIFIED WORKS, POLITICAL SENSITIVITIES, APPROVALS, PROPERTY ISSUES, OPERATIONAL REQUIREMENTS, URGENCY/CRITICAL DATES AND BUDGET CONSTRAINTS. THIS SHOULD ALSO INCLUDE ANY REQUIREMENT FOR THE SUCCESSFUL PANEL CONSULTANT TO ENGAGE OTHER CONSULTANTS E.G. UXO, ENVIRONMENT OR HERITAGE CONSULTANTS]***

|  |  |
| --- | --- |
| A | The Panel Consultant's appreciation of the tasks involved and proposed methodology for providing the Services |
|  | **[PANEL CONSULTANT TO INSERT]** |
| B | The key risks and issues for the Project and the Panel Consultant's approach to managing such risks and issues, including the Panel Consultant's role and responsibilities in the suggested approach |
|  | **[PANEL CONSULTANT TO INSERT]** |
| C | The Panel Consultant's proposed approach to cost/budget management in providing the Services  |
|  | **[PANEL CONSULTANT TO INSERT]** |
| D | If the Panel Consultant proposes to utilise subconsultants in the performance of the Services, its approach to managing those subconsultants and ensuring that the subconsultants enable the Panel Consultant to comply with its obligations under the Contract and are suitable to be utilised in the performance of the Services  |
|  | **[PANEL CONSULTANT TO INSERT]** |
| E | The Panel Consultant's proposed approach to quality assurance in providing the Services |
|  | **[PANEL CONSULTANT TO INSERT]** |
| F | How the Panel Consultant will "value add" to the Engagement |
|  | **[PANEL CONSULTANT TO INSERT]** |
| G | The Panel Consultant's proposed approach to developing the Project Plans referred to in the Contract Particulars (if any) in accordance with the requirements in clause 5.13 of the Terms of Engagement |
|  | **[PANEL CONSULTANT TO INSERT]** |
| H | ***[COMMONWEALTH NOT TO DELETE THIS ITEM]***Other matters identified by the Panel Consultant  |
|  | **[PANEL CONSULTANT TO INSERT]** |
| I | ***[COMMONWEALTH TO INSERT ANY ADDITIONAL ITEMS TO BE ADDRESSED BY THE PANEL CONSULTANT IN THE PROJECT DCAP. INSERT OTHER ROWS AS NECESSARY]*** |
|  | ***[COMMONWEALTH TO INSERT]*** |

* 1. ***[OPTIONAL - COMMONWEALTH TO DELETE IF NOT REQUIRED]*** The Panel Consultant is requested to ensure that its response to this clause 2 of Annexure B does not exceed ***[INSERT]*** pages. All page margins should not be less than 2cm. The Panel Consultant 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.
	2. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP:]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 2 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable) as those arrangements relate to the performance of the Services.
1. **Approach to Programming the Services**
	1. The Panel Consultant is requested to outline their overall approach to programming and to provide a detailed draft program showing the anticipated timeframe for the various tasks and activities for the carrying out of the Services. The draft program should also be based on achieving the Completion of each Milestone by the relevant Date for Completion.
	2. The draft program should:
		1. be in a format compatible with the software specified in the Contract Particulars;
		2. be prepared on the basis of the Commonwealth's indicative program as set out in paragraph 5 of the Brief; and
		3. otherwise satisfy the requirements for the program described in the Contract.
	3. The Panel Consultant should note that the draft program referred to in this clause 3 will not form part of any Official Order but will, subject to any negotiation of that program prior to the Award Date, form the basis of the initial program to be provided by the successful Consultant under clause 7.2 of the Terms of Engagement.
	4. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP:]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 3 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable) as those arrangements relate to the performance of the Services.
2. **Minimum Resource Schedule**

**[PANEL CONSULTANT TO INCLUDE A MINIMUM RESOURCE SCHEDULE]**

* 1. The minimum resource schedule does not limit the scope of the Services and is included to provide the Commonwealth with an assurance as to the minimum level of resources which the Panel Consultant will make available to perform the Services, including with respect to the tasks involved and proposed methodology for providing the Services identified in the Project DCAP.
	2. The minimum resource schedule does not derogate from the Panel Consultant's responsibility to supply additional resources, if required, to ensure performance of the Services in accordance with the Contract.
	3. For the purpose of the minimum resource schedule, it is to be assumed that 37.5 hours comprises one working week.
	4. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP:]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 4 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).
1. **Key People**
	1. The Panel Consultant is requested to provide the following information in respect of each of the key people it proposes to utilise in the performance of the Services.
	2. The Panel Consultant should attach a curriculum vitae of each key person, highlighting past performance only as it relates to the Services and the matters which the Panel Consultant sets out in its Project DCAP.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Position/role (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)**  | **% of time the person would be dedicated to the Services (assume 37.5 hours comprises one working week)** | **Nature and extent of their experience in carrying out similar services on other projects** | **Capacity to perform the relevant services in light of other commitments (including the % of time the person would be dedicated to other projects)** | **Key client contact details (with current telephone numbers)** | **Security clearances**  |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |

* 1. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP:]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 5 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).
1. **Subconsultants**
	1. The Panel Consultant is requested to provide the following information in respect of any subconsultant it proposes to utilise in the performance of the Services.

|  |  |  |  |
| --- | --- | --- | --- |
| **Legal name and ABN of subconsultant** | **Services to be subcontracted** | **Basis of engagement of the subconsultant** | **Basis of the subcontract price** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |

* 1. The Panel Consultant is requested to provide the following information in respect of each of the key people from each subconsultant that it proposes to utilise in the performance of the Services.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Subconsultant** | **Key person name** | **Key person position/role (this should align with the position descriptions in the Schedule of Rates in the Panel Agreement)**  | **The nature and extent of their experience in carrying out similar services on other projects** | **Their capacity to perform the relevant services in light of other commitments** | **Key client contact details (with current telephone numbers)** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT]** |

* 1. The Panel Consultant is requested to provide a curriculum vitae of each key person from each subconsultant, highlighting past performance only as it relates to the Services and the matters set out in its Project DCAP.
	2. ***[INSERT IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP:]*** If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, it is requested to provide any information in this clause 6 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).
1. ***[OPTIONAL - COMMONWEALTH TO DELETE IF SERVICES WILL NOT BE CARRIED OUT IN QUEENSLAND]*** The Panel Consultant is requested to confirm in its response to this Annexure B that if it is carrying out Services in Queensland, it holds each of the licence(s) it is required to hold to carry out the Services in accordance with the *Queensland Building and Construction Commission Act 1991* (Qld).

|  |  |
| --- | --- |
| **Licence Class and Particulars** | **Expiration** |
| **[PANEL CONSULTANT TO INSERT]** | **[PANEL CONSULTANT TO INSERT AND INCLUDE APPROPRIATE EVIDENCE]** |

1. **Joint Bid Arrangements**
	1. If the Panel Consultant wishes to lodge its proposal on a Joint Bid Basis, the Panel Consultant is requested to provide the following information:

|  |  |
| --- | --- |
| **Name of each joint bid party** | **[PANEL CONSULTANT TO INSERT]** |
| **Full details of the joint bid arrangements** This should include details of the joint bid arrangements. A copy of the joint venture agreement and all other relevant documents should also be provided with the proposal**.** | **[PANEL CONSULTANT TO INSERT]** |
| **Confirmation that each party to the joint bid will be jointly and severally liable to the Commonwealth if the joint bid is the successful proposal for the Project** | **[PANEL CONSULTANT TO INSERT]** |
| **Other details/information relevant to the joint bid (if applicable)** | **[PANEL CONSULTANT TO INSERT]** |

* 1. If the Commonwealth considers accepting a proposal made on a Joint Bid Basis, the Commonwealth reserves the right to require such amendments to the Contract as the Commonwealth considers (in its absolute discretion) are necessary to ensure the joint and several liability of the joint bid parties, and to ensure the performance of the Services.

***]INSERT ITEM 8 ONLY IF JOINT BID PROPOSALS ARE PERMITTED FOR THIS RFP. SHOULD THE COMMONWEALTH WISH TO DISCUSS JOINT BIDS, THE COMMONWEALTH SHOULD CONTACT THE COMMONWEALTH'S PANEL MANAGER (DIRECTOR OF QUALITY, ASSURANCE AND COMPLIANCE)]***

Annexure C. Fee Schedule

***[COMMONWEALTH TO SELECT APPLICABLE FEE STRUCTURE OPTION (LUMP SUM OR SCHEDULE OF RATES), MILESTONE INFORMATION (IF RELEVANT) AND CONSIDER THE APPLICABLE REIMBURSABLE COSTS PARAGRAPH, AND DELETE THOSE THAT ARE NOT APPLICABLE. IF A DIFFERENT FEE STRUCTURE IS REQUIRED, THEN THE RFP WILL NEED TO BE AMENDED TO ACCOMMODATE THIS. LEGAL ADVICE SHOULD BE SOUGHT BEFORE SUCH AMENDMENTS ARE MADE]***

**1. Fee**

***[NO PHASE LUMP SUM - DELETE IF PHASED ENGAGEMENT OR SCHEDULE OF RATES APPLIES]***

**Lump Sum**

|  |  |
| --- | --- |
| **FEE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

Breakdown of Fee

The Panel Consultant should provide a breakdown of the lump sum Fee which fully and clearly provides details of how the lump sum Fee has been calculated. The breakdown should clearly itemise and identify each amount in respect of at least the following:

|  |
| --- |
| **FEE** |
| **ROLE/ITEM** | **TOTAL AMOUNT** |
| ***[COMMONWEALTH TO CONSIDER AND INSERT ITEMS EXPECTED TO FORM PART OF THE FEE (INCLUDING PERSONNEL, SUBCONSULTANTS AND INSURANCES), HAVING REGARD TO THE SERVICES AND THE PROJECT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| **[PANEL CONSULTANT TO INSERT ADDITIONAL ITEMS]** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| **FEE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

The breakdown:

* + 1. is for evaluation purposes; and
		2. will not limit or affect the scope of the Services or the Contract.

***[TWO PHASE LUMP SUM - DELETE IF NO PHASES OR SCHEDULE OF RATES APPLIES]***

**Development Phase - Lump Sum**

|  |  |
| --- | --- |
| **DEVELOPMENT PHASE FEE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

Breakdown of Development Phase Fee

The Panel Consultant should provide a breakdown of the lump sum Development Phase Fee which fully and clearly provides details of how the lump sum Development Phase Fee has been calculated. The breakdown should clearly itemise and identify each amount in respect of at least the following:

|  |
| --- |
| **DEVELOPMENT PHASE FEE** |
| **ROLE/ITEM** | **TOTAL AMOUNT** |
| ***[COMMONWEALTH TO CONSIDER AND INSERT ITEMS EXPECTED TO FORM PART OF THE DEVELOPMENT PHASE FEE (INCLUDING PERSONNEL, SUBCONSULTANTS AND INSURANCES), HAVING REGARD TO THE SERVICES AND THE PROJECT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| **[PANEL CONSULTANT TO INSERT ADDITIONAL ITEMS]** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |
| **DEVELOPMENT PHASE FEE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

The breakdown:

* + 1. is for evaluation purposes; and
		2. will not limit or affect the scope of the Services or the Contract.

 **Delivery Phase - Indicative Lump Sum**

The following information once agreed and included in the Official Order will be used to determine any adjustment to the Delivery Phase Fee as part of any transition to the Delivery Phase (if any).

|  |  |
| --- | --- |
| **INDICATIVE DELIVERY PHASE FEE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

|  |
| --- |
| **INDICATIVE DELIVERY PHASE RESOURCE PLAN** |
| **[PANEL CONSULTANT TO INSERT]** |

|  |
| --- |
| **INDICATIVE DELIVERY PHASE FEE PROPOSAL** |
| **[PANEL CONSULTANT TO INSERT DETAILS OF ALL ASSUMPTIONS WITH RESPECT TO THE DELIVERY PHASE RELEVANT TO THE DELIVERY PHASE FEE (INCLUDING SCOPE) AND HOW THE DELIVERY PHASE FEE WOULD BE AFFECTED BY A CHANGE IN THOSE ASSUMPTIONS]** |

***[SCHEDULE OF RATES - DELETE IF A LUMP SUM APPLIES]***

**Schedule of Rates**

The Panel Consultant will be paid for the performance of the Services on the basis of the ***[COMMONWEALTH TO CONFIRM - daily/hourly]***rates in the Schedule of Rates set out in Appendix 2 to the Panel Conditions.

The Panel Consultant will have no entitlement to claim payment of daily or hourly rates for personnel travelling for the purposes of an Engagement.

**2. Milestone Fee Payment Schedule *[OPTIONAL - COMMONWEALTH TO INCLUDE IF A MILESTONE FEE PAYMENT SCHEDULE WILL APPLY]***

***[FOR USE WITH NO PHASE LUMP SUM - DELETE IF PHASED ENGAGEMENT OR SCHEDULE OF RATES APPLIES]***

| **Milestone name** | **Milestone description** | **Date for Completion** | **Amount (GST exclusive)** |
| --- | --- | --- | --- |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |

***[FOR USE WITH TWO PHASE LUMP SUM - DELETE IF NO PHASES OR SCHEDULE OF RATES APPLIES]***

| **Milestone name** | **Milestone description** | **Date for Completion** | **Amount (GST exclusive)** |
| --- | --- | --- | --- |
| **DEVELOPMENT PHASE** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| **DELIVERY PHASE** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]**  |

**3. Reimbursable Costs**

***[COMMONWEALTH TO SELECT APPLICABLE PARAGRAPH AND DELETE PARAGRAPH THAT DOES NOT APPLY]***

***[FOR ENGAGEMENTS ON A LUMP SUM BASIS:]***

Unless explicitly stated in the Official Order, the payment of disbursements is deemed to be included within the other amounts payable to the Panel Consultant and therefore there will be no separate and additional entitlement to reimbursement of disbursements. For the avoidance of doubt, unless otherwise explicitly stated in the Official Order, the Panel Consultant will have no entitlement to reimbursement of any disbursements including travel costs, car hire and taxi fares, administrative costs and all other disbursements referred to in item 2 of Appendix 2 to the Panel Conditions.

***[OR]***

***[FOR ENGAGEMENTS ON A SCHEDULE OF RATES BASIS:]***

The payment of disbursements will be as set out in the Schedule of Rates set out in the Panel Agreement, and is subject to the written consent of the Commonwealth being obtained prior to the incurring of such costs and disbursements.

**4. Proposal for submission of payment claims *[OPTIONAL - COMMONWEALTH TO CONFIRM]***

**[THE PANEL CONSULTANT IS PERMITTED TO PROPOSE HERE ADDITIONAL OR ALTERNATIVE MILESTONES FOR PAYMENT OR TO PROPOSE PAYMENT CLAIMS ARE TO BE LODGED ON COMPLETION OF MILESTONES (INCLUDING ADDITIONAL OR ALTERNATIVE MILESTONES), MONTHLY PAYMENTS OR SOME OTHER BASIS OF PAYMENT]**

Annexure D. Contract Particulars

***[ITEMS IN ITALICS TO BE COMPLETED BY THE COMMONWEALTH PRIOR TO ISSUING THE RFP]***

***[COMMONWEALTH TO CONSIDER EACH ITEM BELOW AND REFER TO THE TERMS OF ENGAGEMENT AS REQUIRED]***

The Panel Consultant is requested to complete the relevant information in the following Contract Particulars:

|  |
| --- |
| **CLAUSE 1 - GLOSSARY OF TERMS, INTERPRETATION AND MISCELLANEOUS** |
| **Award Date:**(Clause 1.1) | The date set out in the Official Order |
| **Brief:**(Clause 1.1) | ***[NOTE: FOR CERTAINTY, IT IS SUGGESTED THAT THE BRIEF BE ANNEXED TO THE OFFICIAL ORDER. IF SO, STATE "AS ANNEXED TO THE OFFICIAL ORDER". OTHERWISE, INSERT A REFERENCE TO A DOCUMENT (I.E. THE BRIEF) THAT IS CLEARLY IDENTIFIED AND THAT IS ASCERTAINABLE TO EACH PARTY]*** |
| **Commonwealth's Representative:**(Clause 1.1) | The person holding the position of ***[COMMONWEALTH TO INSERT POSITION TITLE]*** for the time being ***[COMMONWEALTH TO INSERT NAME]*** |
| **Consultant:**(Clause 1.1) | **[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN]** |
| **Consultant's Representative:**(Clause 1.1) | The person holding the position of **[PANEL CONSULTANT TO INSERT POSITION TITLE]** for the time being **[PANEL CONSULTANT TO INSERT NAME]** |
| **Contract:**(Clauses 1.1 and 5.10) | The other documents forming part of the Contract are:***[COMMONWEALTH TO INSERT OTHER DOCUMENTS FORMING PART OF THE CONTRACT; OR*** ***No other documents form part of the Contract]*** |
| **Date for Delivery Phase Agreement:**(Clauses 1.1 and 8) | ***[COMMONWEALTH TO INSERT DATE FOR DELIVERY PHASE AGREEMENT; OR******Not applicable]*** |
| **Date for Delivery Phase Approval:**(Clauses 1.1 and 8) | ***[COMMONWEALTH TO INSERT DATE FOR DELIVERY PHASE APPROVAL; OR******Not applicable]*** |
| **Environmental Requirements (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT ADDITIONAL ENVIRONMENTAL REQUIREMENTS; OR*** ***None specified]*** |
| **ESD Principles (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT ADDITIONAL ESD PRINCIPLES; OR*** ***None specified]*** |
| **Executive Negotiators:**(Clause 1.1) | **Commonwealth:**The person holding the position of ***[COMMONWEALTH TO INSERT POSITION TITLE AT BRANCH HEAD LEVEL]*** for the time being ***[COMMONWEALTH TO INSERT NAME]*****Consultant:**The person holding the position of **[PANEL CONSULTANT TO INSERT POSITION TITLE]** for the time being **[PANEL CONSULTANT TO INSERT NAME]** |
| **Fee Schedule:**(Clause 1.1) | At Annexure C to the Official Order  |
| **Indicative Project End Date:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT DATE; OR******Not applicable]******[NOTE: THE INDICATIVE PROJECT END DATE MUST BE THE ANTICIPATED END DATE OF THE SERVICES (RATHER THAN THE COMPLETION DATE UNDER THE PROJECT CONSTRUCTION CONTRACT). APPROPRIATE FLOAT SHOULD BE INCLUDED IN THE INDICATIVE PROJECT END DATE TO ALLOW FOR REASONABLE DELAYS UNDER THE PROJECT CONSTRUCTION CONTRACT]*** |
| **Project Contracts:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT THE NAMES OF THE CONTRACTS THAT THE CONSULTANT WILL ADMINISTER OR MANAGE ON BEHALF OF COMMONWEALTH; OR******Not applicable]***  |
| **Project Plans:**(Clauses 1.1 and 5.13) | ***[COMMONWEALTH TO INSERT PROJECT PLANS REQUIRED E.G. ENVIRONMENTAL MANAGEMENT PLAN, METHOD OF WORK PLAN FOR AIRFIELD ACTIVITIES, WORK HEALTH AND SAFETY PLAN AND/OR SITE MANAGEMENT PLAN.******A METHOD OF WORK PLAN FOR AIRFIELD ACTIVITIES WILL BE REQUIRED IF THE WORKS ARE TO BE CARRIED OUT ON OR IN THE VICINITY OF AN AIRFIELD.*** ***A WORK HEALTH AND SAFETY PLAN WILL BE REQUIRED IF THERE IS A RISK TO WORKERS AND OTHER PERSONS ARISING FROM THE CARRYING OUT OF THE SERVICES; OR******None specified]*** |
| **Site:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT A DESCRIPTION OF THE LOCATION OF THE SITE OR REFER TO AN ATTACHMENT IF SITE MAP IS TO BE USED AS REFERENCE]*** |
| **Site Management Plan (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT ANY MATTERS REQUIRED TO BE ADDRESSED IN THE SITE MANAGEMENT PLAN; OR******None specified]*** |
| **Work Health and Safety Plan (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT ANY MATTERS REQUIRED TO BE ADDRESSED IN THE WORK HEALTH AND SAFETY PLAN; OR******None specified]*** |
| **Governing law:**(Clause 1.3(a)) | ***[COMMONWEALTH TO INSERT STATE OR TERRITORY WITHIN AUSTRALIA - MOST LIKELY WHERE THE SERVICES WILL BE PERFORMED; OR*** ***Australian Capital Territory]*** |
| **CLAUSE 2 - ROLE OF THE CONSULTANT** |
| **Subconsultants:**(Clause 2.9(a)) | As specified in the Project DCAP  |
| **Statutory Requirements with which the Consultant does not need to comply:**(Clause 2.10(a)) | ***[COMMONWEALTH TO INSERT DESCRIPTION; OR******The Consultant must comply with all Statutory Requirements]***  |
| **Approvals which the Consultant is to assist the Commonwealth to apply for and obtain:**(Clause 2.10(b)(i)) | ***[COMMONWEALTH TO INSERT DESCRIPTION OF SPECIFIC APPROVALS; OR*** ***The Consultant is to assist with applying for and obtaining all necessary Approvals]*** |
| **Co-ordination with other projects/programs:**(Clause 2.13) | Clause 2.13***[DOES/DOES NOT]***apply*.* ***Other project/program:******[INSERT DESCRIPTION OF OTHER PROJECT/PROGRAM; OR******Not applicable]*** |
| **Environment:**(Clause 2.14) | Clause 2.14 ***[DOES/DOES NOT]*** apply.  |
| **Services not included:**(Clause 2.15) | ***[COMMONWEALTH TO INSERT DESCRIPTION OF SERVICES NOT INCLUDED; OR******None specified]*** |
| **Site restrictions:**(Clause 2.16) | ***[COMMONWEALTH TO INSERT DESCRIPTION OF SITE RESTRICTIONS; OR******None specified]*** |
| **CLAUSE 3 - ROLE OF THE COMMONWEALTH** |
| **Information which is Commercial-in-Confidence Information:**(Clause 3.5) | **Specific Information** | **Justification** | **Period of confidentiality** |
| **[PANEL CONSULTANT TO INSERT PROPOSED SPECIFIC INFORMATION. THE PANEL CONSULTANT 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]** | **[PANEL CONSULTANT TO INSERT JUSTIFICATION FOR PROPOSED SPECIFIC INFORMATION]** | **[PANEL CONSULTANT TO INSERT PROPOSED PERIOD OF CONFIDENTIALITY FOR PROPOSED SPECIFIC INFORMATION]** |
| **CLAUSE 4 - PERSONNEL** |
| **Assistant Commonwealth's Representatives and their functions:**(Clause 4.4(b)) | **Person**  | **Function** |
| ***[COMMONWEALTH TO INSERT NAME]*** | ***[COMMONWEALTH TO INSERT FUNCTIONS TO BE PERFORMED]*** |
| ***[COMMONWEALTH TO INSERT NAME]*** | ***[COMMONWEALTH TO INSERT FUNCTIONS TO BE PERFORMED]*** |
| **CLAUSE 5 - DOCUMENTATION** |
| **Project DCAP:**(Clause 5.8)  | Option 1 applies.As annexed to the Official Order |
| **Number of days for submission of Project Plans:** (Clause 5.13(a)(ii)A) | Environmental Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Site Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Work Health and Safety Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Other: ***[COMMONWEALTH TO SPECIFY (IF ANY)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE). NOTE DETAILS FOR OTHER PROJECT PLANS SHOULD BE SPECIFIED IN THE SCOPE OF SERVICES]*** |
| **Number of days for review of Project Plans:** (Clause 5.13(a)(ii)B) | Environmental Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Site Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Work Health and Safety Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Other: ***[COMMONWEALTH TO SPECIFY (IF ANY)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE). NOTE DETAILS FOR OTHER PROJECT PLANS SHOULD BE SPECIFIED IN THE SCOPE OF SERVICES]*** |
| **Manual of Fire Protection Engineering and National Construction Code:**(Clause 5.14)  | Clause 5.14 ***[DOES/DOES NOT]*** apply.  |
| **CLAUSE 7 - TIME** |
| **Maximum intervals betweenprogram updates by Consultant:**(Clause 7.2(a)(ii)) | ***[COMMONWEALTH TO INSERT A TIME PERIOD FOR PROGRAM UPDATES E.G. Monthly]*** |
| **Program software:**(Clause 7.2(a)(iv)) | ***[COMMONWEALTH TO INSERT THE TYPE OF PROGRAM TO BE USED, ENSURING SPECIFICATION OF APPROVED EQUIVALENTS E.G. Microsoft Project or approved equivalent]*** |
| **CLAUSE 8 - PHASES - DEVELOPMENT AND DELIVERY PHASE** |
| **Phases:**(Clause 8) | Clause 8 ***[DOES/DOES NOT]*** apply. |
| **CLAUSE 10 - PAYMENT (OPTION 1)** |
| **Payment (Option 1):**(Clause 10) | Clause 10doesapply. *[payment option 1 (CLAUSE 10 APPLYING AND CLAUSE 10A NOT APPLYING) IS THE DEFAULT OPTION FOR PMCA ENGAGEMENTS]* |
| **Times for submission of payment claims by the Consultant to Commonwealth's Representative:**(Clause 10.2(a)) | *[COMMONWEALTH TO select applicable TIME FOR SUBMISSION OF PAYMENT CLAIMS AND DELETE REFERENCE TO TIME THAT IS NOT applicable]**[monthly]*Monthly on the *[****COMMONWEALTH TO*** *INSERT DAY E.G. 28th]* day of each month***[OR, IF THE SITE IS NOT IN NSW]******[ON COMPLETION OF MILESTONES]***Upon Completion of Milestones in accordance with the Milestone Fee Payment Schedule set out in the Fee Schedule |
| **Email address for copy of tax invoice:**(Clause10.5(a)) | invoices@defence.gov.au |
| **Appointed adjudicator/prescribed appointer/authorised nominating authority:**(Clause 10.14(d)) | To the extent that the relevant part of the Services is carried out in:1. the Northern Territory, the Resolution Institute of the Northern Territory Chapter;2. Western Australia, the Resolution Institute of the Western Australia Chapter; 3. Victoria, any one of the following:(a) Resolution Institute, Victorian Chapter;(b) Building Adjudication Victoria Inc; or(c) Rialto Adjudications Pty Ltd; or4. any other State or Territory (save for Queensland), the Resolution Institute of the Chapter in that State or Territory. |
| **Accounting records (additional):**(Clause 10.15) | ***[COMMONWEALTH TO INSERT DETAILS FOR ADDITIONAL ACCOUNTING RECORDS (IF ANY); OR*** ***Not applicable]*** |
| **Estate information:**(Clause 10.16) | Clause 10.16 ***[DOES/DOES NOT]*** apply.(Clause 10.16 applies unless otherwise stated) |
| **CLAUSE 10A - PAYMENT (OPTION 2)** |
| **Payment (Option 2):**(Clause 10A) | Clause 10Adoes not apply. |
| **CLAUSE 11 - PAYMENT TIMES PROCUREMENT CONNECTED POLICY** |
| **Commonwealth Entity:**(Clause 11.1(b)(iii)) | ***[COMMONWEALTH TO INSERT RELEVANT COMMONWEALTH ENTITY E.G. Department of Defence]*** |
| **CLAUSE 12 - TERMINATION** |
| **Number of days to remedy breach:**(Clauses 12.3(c) and 12.4(b)) | ***[COMMONWEALTH TO INSERT]*** days |
| **CLAUSE 13 - DISPUTE RESOLUTION** |
| **Industry expert who will conduct expert determinations:**(Clause 13.3(a)(i)) | ***[COMMONWEALTH TO INSERT NAME, COMPANY (IF APPLICABLE) AND ABN OF SPECIFIC EXPERT; OR******None specified]*** |
| **Nominating authority for expert:**(Clause 13.3(a)(ii)) | ***[COMMONWEALTH TO INSERT NAME, COMPANY (IF APPLICABLE) AND ABN OF SPECIFIC NOMINATING AUTHORITY; OR******The President for the time being of the Resolution Institute unless otherwise specified]*** |
| **CLAUSE 14 - NOTICES** |
| **Address and email address, for the giving or serving of notices, upon:**(Clause 14.7) | **Commonwealth:****Attn:** ***[COMMONWEALTH TO INSERT NAME/POSITION]******[COMMONWEALTH TO INSERT STREET ADDRESS (DO NOT USE PO BOX)]******[COMMONWEALTH TO INSERT SUBURB, STATE, POSTCODE]*****Email:** ***[COMMONWEALTH TO INSERT EMAIL]*** **Consultant:****Attn:** **[PANEL CONSULTANT TO INSERT NAME/POSITION]****[PANEL CONSULTANT TO INSERT STREET ADDRESS (DO NOT USE PO BOX)]****[PANEL CONSULTANT TO INSERT SUBURB, STATE, POSTCODE]****Email:** **[PANEL CONSULTANT TO INSERT EMAIL]**  |
| **CLAUSE 15 - INDIGENOUS PROCUREMENT POLICY**  |
| **Option for Indigenous Procurement Policy:**(Clauses 15.1 and 15.2) | ***[OPTION 1/OPTION 2]*** applies.(Option 1 applies unless otherwise stated) |
| **CLAUSE 17 - INFORMATION SECURITY - SENSITIVE AND CLASSIFIED INFORMATION** |
| **Sensitive and Classified Information:**(Clause 17) | Clause 17 ***[DOES/DOES NOT]*** apply.(Clause 17 does not apply unless otherwise stated)  |
| **Current security clearance level/s:**(Clause 17.2(b)) | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **Information technology environment accreditation or certification level/s:**(Clause 17.3(g)(i)D) | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **CLAUSE 18 DEFENCE INDUSTRY SECURITY PROGRAM** |
| **Level of DISP membership:**(Clause 18(a)) | DISP membership ***[IS/IS NOT]*** required.Where DISP membership is required:***[REFER TO CONTROL 16.1 OF THE DSPF (AVAILABLE AT*** [***https://www.defence.gov.au/security***](https://www.defence.gov.au/security)***) FOR GUIDANCE AS TO WHEN DISP MEMBERSHIP SHOULD BE REQUIRED AND THE RELEVANT LEVELS FOR EACH DOMAIN. BY WAY OF GENERAL GUIDANCE, "ENTRY LEVEL" WILL BE APPROPRIATE WHERE INFORMATION IN CONNECTION WITH THE ENGAGEMENT WILL BE NO HIGHER THAN OFFICIAL / OFFICIAL: SENSITIVE, "LEVEL 1" FOR PROTECTED LEVEL INFORMATION, "LEVEL 2" FOR SECRET LEVEL INFORMATION AND "LEVEL 3" FOR TOP SECRET LEVEL INFORMATION]***  |
| **DISP membership / security domain** | **Level**  |
| Governance | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED) NOTING THAT, IN ACCORDANCE WITH CONTROL 16.1 OF THE DSPF, THIS MUST EQUAL THE HIGHEST LEVEL REQUIRED FOR THE OTHER THREE DOMAINS BELOW. INSERT "NOT APPLICABLE" IN THIS AND BELOW ROWS IF DISP MEMBERSHIP IS NOT REQUIRED]*** |
| Personnel Security | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Physical Security | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Information / Cyber Security | ***[INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |

Annexure E. Alternative Proposals

Alternative proposals are requested to be set out in the table below. The Panel [Consultant](file:///C%3A%5CUsers%5Ckmckenna%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.IE5%5C137RYAZ5%5CHCMWTenderDocumentsMay15.doc#tenderer) must lodge a conforming [proposal](file:///C%3A%5CUsers%5Ckmckenna%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.IE5%5C137RYAZ5%5CHCMWTenderDocumentsMay15.doc#tender) before an alternative proposal will be considered.

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| --- | --- | --- | --- | --- | --- | --- |
| **RFP REFERENCE** | **ALTERNATIVE PROPOSAL** | **EFFECT ON PRICING** | **EFFECT ON COMMONWEALTH PROGRAM/ MILESTONES** | **SUPPORTING INFORMATION** | **EFFECT ON OTHER ASPECTS OF THE PROPOSAL** | **VALUE FOR MONEY** |
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