****

Defence Infrastructure Panel 2022 - 2027
Request for Proposal – Simple

Standing Offer Number SON3881873

***[THIS REQUEST FOR PROPOSAL SHOULD NOT BE USED FOR ENGAGEMENTS UNDER THE PMCA OR CFISS SERVICE CATEGORIES. WHERE THE ENGAGEMENT IS UNDER THOSE SERVICE CATEGORIES, USE THE REQUEST FOR PROPOSAL - PMCA OR REQUEST FOR PROPOSAL - CFISS (AS APPLICABLE).***

***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.

***[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 – TENDER CONDITIONS** |
|  | **Project Name / Number:** | ***[COMMONWEALTH TO INSERT]*** |
|  | **Service Category:** | ***[COMMONWEALTH TO INSERT RELEVANT SCOPE OF SERVICES E.G. ESTATE STRATEGIC PLANNING]*** |
|  | **Terms of Engagement:** | The Terms of Engagement in Section 4A of the Panel Agreement |
|  | **Panel Consultant:** | ***[COMMONWEALTH TO INSERT]*** |
|  | **Panel Consultant Contact Details:** | ***[COMMONWEALTH TO INSERT - REFER TO THE DEFENCE WEBSITE FOR THIS INFORMATION]*** |
|  | **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:**  | 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]*** |
|  | **Evaluation Criteria:**  | ***[INSERT THE EVALUATION CRITERIA AS DEFINED IN THE APPROVED PDDP OR EVALUATION PLAN. THIS MUST INCLUDE THE RELEVANT WEIGHTING OR, IN THE ABSENCE OF A WEIGHTING, LIST IN ORDER THE RELEVANT IMPORTANCE OR RANKING THAT IS PLACED ON EACH EVALUATION CRITERIA. THIS IS A COMMONWEALTH PROCUREMENT RULE REQUIREMENT AND MUST BE COMPLETED]***  |
| * 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.  |
|  | **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.
 |
|  | **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.  |
|  | **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.  |
|  | **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 20 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.
 | **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]*** |
|  | **Confidentiality of the RFP Tender Process:** | The Panel Consultant is reminded of the sensitivities of an RFP Tender process under the Panel whereby all aspects of the procurement process is confidential. 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).Such confidentiality extends to social media and any other online announcements (see clause 19.5 of the Panel Conditions). |
|  | **Termination of this RFP Tender 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 Tender 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 - General - Simple

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]***

|  |  |
| --- | --- |
| **Terms of Engagement:** | Section 4A 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 |
| **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

|  |  |
| --- | --- |
| **Project Description:** | ***[COMMONWEALTH TO INSERT]*** |
| **Works Under the Project (if any):** | ***[COMMONWEALTH TO INSERT]*** |
| **Key Issues and Risks:** | ***[COMMONWEALTH TO INSERT]*** |
| **Timeframe for the Services:**  | ***[COMMONWEALTH TO INSERT]*** |
| **Other Matters:** | ***[COMMONWEALTH TO INSERT]*** |
| **ServicesRequired:**  | ***[COMMONWEALTH TO INSERT]*** |
| **Special Conditions (if any):**  | ***[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.
 |

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]***

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. Clause 5.8 of the Terms of Engagement will apply in respect of the Project DCAP lodged by the successful Panel Consultant.

|  |  |
| --- | --- |
| **Proposed Resources/Key People:**You are requested to provide details of the key people that will undertake the Services (including any proposed subcontractors or subconsultants). | [PANEL CONSULTANT TO INSERT] |
| **Methodology:** You are requested to provide a brief narrative setting out your understanding of the nature and scope of the Serviceswhich should address your proposed approach to:(i) managing the key issues and risks for the Project;(ii) cost/budget management;(iii) programming;(iv) quality assurance; and(v) developing Project Plans referred to in the Contract Particulars (if any).  | [PANEL CONSULTANT TO INSERT] |

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 (E.G. AN INITIAL LUMP SUM FEE WITH INDICATIVE FEES FOR SUBSEQUENT STAGES), THEN THE RFP WILL NEED TO BE AMENDED TO ACCOMMODATE THIS. LEGAL ADVICE SHOULD BE SOUGHT BEFORE SUCH AMENDMENTS ARE MADE]***

**1. Fee**

***[LUMP SUM - DELETE IF 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.

***[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 LUMP SUM - DELETE IF 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]**  |

**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]*** |
| **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  |
| **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 DCAP:**(Clause 1.1) | As annexed to the Official Order |
| **Project Plans:**(Clauses 1.1 and 5.14) | ***[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** |
| **Option for Consultant's Documents:**(Clause 5.2) | ***[OPTION 1/OPTION 2]*** applies.(Option 1 applies unless otherwise stated)***[NOTE: OPTION 2 SHOULD ONLY BE USED IF THE SERVICE CATEGORY IS AERONAUTICAL GROUND LIGHTING, AIRCRAFT PAVEMENTS OR URBAN, ARCHITECTURAL AND COMMERCIAL INTERIOR DESIGN]*** |
| **Number of days for review of Consultant Material:** (Clause 5.2(b)(ii) - Option 2) | ***[IF OPTION 1 OF CLAUSE 5.2 APPLIES, INSERT:*** ***Not applicable]******[IF OPTION 2 OF CLAUSE 5.2 APPLIES, INSERT:******[INSERT] days]*** |
| **Certification:**(Clause 5.13)  | Clause 5.13 ***[DOES/DOES NOT]*** apply. |
| **Number of days for submission of Project Plans:** (Clause 5.14(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 5.14(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 5.15)  | Clause 5.15 ***[DOES/DOES NOT]*** apply.  |
| **Design - Discipline Lead Design Review:**(Clause 5.18) | Clause 5.18 ***[DOES/DOES NOT]*** apply.***[NOTE: THIS CLAUSE WILL ONLY APPLY IF THE SERVICE CATEGORY IS AERONAUTICAL GROUND LIGHTING OR AIRCRAFT PAVEMENTS]***  |
| **CLAUSE 7 - TIME** |
| **Maximum intervals betweenprogram updates by Consultant:**(Clause 7.2(b)) | ***[COMMONWEALTH TO INSERT A TIME PERIOD FOR PROGRAM UPDATES E.G. Monthly]*** |
| **Program software:**(Clause 7.2(d)) | ***[COMMONWEALTH TO INSERT THE TYPE OF PROGRAM TO BE USED, ENSURING SPECIFICATION OF APPROVED EQUIVALENTS E.G. Microsoft Project or approved equivalent]*** |
| **CLAUSE 9 - PAYMENT (OPTION 1)** |
| **Payment (Option 1):**(Clause 9) | Clause 9 ***[DOES/DOES NOT]*** apply. |
| **Times for submission of payment claims by the Consultant to Commonwealth's Representative:**(Clause 9.2(a)) | *[IF CLAUSE 9 APPLIES, 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*[IF CLAUSE 9 DOES NOT APPLY COMMONWEALTH TO INSERT:****Not applicable]***  |
| **Email address for copy of tax invoice:**(Clause9.5(a)) | invoices@defence.gov.au |
| **Appointed adjudicator/prescribed appointer/authorised nominating authority:**(Clause 9.14(d)) | ***[IF CLAUSE 9 APPLIES, COMMONWEALTH TO INSERT*** 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.***OR IF CLAUSE 9 DOES NOT APPLY, COMMONWEALTH TO INSERT:******Not applicable]*** |
| **Accounting records (additional):**(Clause 9.15) | ***[IF CLAUSE 9 APPLIES, COMMONWEALTH TO INSERT DETAILS FOR ADDITIONAL ACCOUNTING RECORDS (IF ANY); OR IF CLAUSE 9 DOES NOT APPLY, COMMONWEALTH TO INSERT:******Not applicable]*** |
| **Estate information:**(Clause 9.16) | ***[IF CLAUSE 9 APPLIES, SELECT APPLICABLE OPTION]***Clause 9.16 ***[DOES/DOES NOT]*** apply.(Clause 9.16 applies unless otherwise stated)***[IF CLAUSE 9 DOES NOT APPLY, COMMONWEALTH TO INSERT:******Not applicable]*** |
| **CLAUSE 9A - PAYMENT (OPTION 2)** |
| **Payment (Option 2):**(Clause 9A) | Clause 9A ***[DOES/DOES NOT]*** apply. |
| **Times for submission of payment claims by the Consultant:**(Clause 9A.2(a)) | *[OPTION 1: IF CLAUSE 9A APPLIES, COMMONWEALTH TO select applicable TIME FOR SUBMISSION OF PAYMENT CLAIMS AND DELETE REFERENCE TO TIME THAT IS NOT applicable]**[monthly]*Monthly on the *[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*[****OPTION 2:*** *IF CLAUSE 9A DOES NOT APPLY, COMMONWEALTH TO INSERT:****Not applicable****]* |
| **Number of days for payment:**(Clause 9A.4) | ***[IF CLAUSE 9A APPLIES, COMMONWEALTH TO INSERT NUMBER OF DAYS FOR PAYMENT]*** *[INSERT]* days(30 days unless otherwise specified)***[IF CLAUSE 9A DOES NOT APPLY, COMMONWEALTH TO INSERT:******Not applicable]*** |
| **Accounting records (additional):**(Clause 9A.10) | ***[IF CLAUSE 9A APPLIES, COMMONWEALTH TO INSERT DETAILS FOR ADDITIONAL ACCOUNTING RECORDS (IF ANY); OR IF CLAUSE 9A DOES NOT APPLY, INSERT:******Not applicable]*** |
| **Estate information:**(Clause 9A.11) | ***[IF CLAUSE 9A APPLIES, COMMONWEALTH TO SELECT APPLICABLE OPTION]***Clause 9A.11 ***[DOES/DOES NOT]*** apply.(Clause 9A.11 applies unless otherwise stated)***[IF CLAUSE 9A DOES NOT APPLY, INSERT:******Not applicable]*** |
| **CLAUSE 10 - PAYMENT TIMES PROCUREMENT CONNECTED POLICY** |
| **Commonwealth Entity:**(Clause 10.1(b)(iii)) | ***[COMMONWEALTH TO INSERT RELEVANT COMMONWEALTH ENTITY E.G. Department of Defence]*** |
| **CLAUSE 11 - TERMINATION** |
| **Number of days to remedy breach:**(Clauses 11.3(c) and 11.4(b)) | ***[COMMONWEALTH TO INSERT]*** days |
| **CLAUSE 12 - DISPUTE RESOLUTION** |
| **Industry expert who will conduct expert determinations:**(Clause 12.3(a)(i)) | ***[COMMONWEALTH TO INSERT NAME, COMPANY (IF APPLICABLE) AND ABN OF SPECIFIC EXPERT; OR******None specified]*** |
| **Nominating authority for expert:**(Clause 12.3(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 13 - NOTICES** |
| **Address and email address, for the giving or serving of notices, upon:**(Clause 13.7) | **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 14 - INDIGENOUS PROCUREMENT POLICY**  |
| **Option for Indigenous Procurement Policy:**(Clauses 14.1 and 14.2) | ***[OPTION 1/OPTION 2]*** applies.(Option 1 applies unless otherwise stated) |
| **CLAUSE 16 - INFORMATION SECURITY - SENSITIVE AND CLASSIFIED INFORMATION** |
| **Sensitive and Classified Information:**(Clause 16) | Clause 16 ***[DOES/DOES NOT]*** apply.(Clause 16 does not apply unless otherwise stated)  |
| **Current security clearance level/s:**(Clause 16.2(b)) | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **Information technology environment accreditation or certification level/s:**(Clause 16.3(g)(i)D) | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **CLAUSE 17 - DEFENCE INDUSTRY SECURITY PROGRAM** |
| **Level of DISP membership:**(Clause 17(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 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.

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