

Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027
Request for Proposal - Remediation Works
Standing Offer Number SON2683997

***[THIS REQUEST FOR PROPOSAL SHOULD ONLY BE USED FOR ENGAGEMENTS UNDER THE CONTAMINATION REMEDIATION WORKS OR UNEXPLODED ORDNANCE REMEDIATION SERVICE CATEGORIES UNDER THE PANEL.***

***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 MANDATORY POLICY REQUIREMENTS DUE TO THE FOLLOWING:***

* ***HIGH VALUE CONTRACT PROVISIONS OF THE INDIGENOUS PROCUREMENT POLICY;***
* ***ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY; AND***
* ***AUSTRALIAN SKILLS GUARANTEE PROCUREMENT CONNECTED POLICY\*.***

***\*NOTE: APPLICABLE ONLY FOR THOSE ENGAGEMENTS VALUED AT OR ABOVE $10 MILLION (GST INCLUSIVE).***

***FOR GUIDANCE IN RESPECT OF THE APPLICATION OF THESE POLICIES AND, WHERE APPLICABLE, THE AMENDMENT DOCUMENTS FOR THIS TEMPLATE, PLEASE REFER TO THE PANEL MANAGEMENT DEFENCE WEBPAGE TITLED "GENERAL AND SIMPLE REMEDIATION SOURCING"]***

This Request for Proposal (**RFP**) is issued by the Commonwealth in accordance with the Panel Agreement for the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027 (**Panel**). The Panel Consultant is requested to provide a proposal for the performance of the Remediation Works described in the Brief in connection with the Project. 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:** | ***[COMMONWEALTH TO INSERT EITHER "UNEXPLODED ORDNANCE REMEDIATION" OR "CONTAMINATION REMEDIATION WORKS"]*** |
|  | **Terms of Engagement:** | Section 4B of the Panel Agreement - General Remediation Contract (GRC-1) |
|  | **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]*** |
|  | **Remediation Works Required:** | As set out in the Brief attached at Annexure A to the RFP and the Technical Specification.  |
| * 1.
 | **Proposal Lodgement Process:**  | ***[COMMONWEALTH MUST DELETE THE OPTIONS NOT USED]******[OPTION 1 - IF THE PROPOSAL IS TO BE LODGED IN HARD COPY:]***Your proposal must be lodged in person at Defence Mail Services, Decipha, Level 1, 53 - 73 Alinga Street (access is through the rear loading dock - please use intercom), CANBERRA CITY, ACT 2601.***[REFER TO THE DEFENCE WEBSITE TENDER LODGEMENT VIA DEFENCE MAIL CENTRE GUIDANCE]*** ***[OPTION 2 - IF THE PROPOSAL IS TO BE LODGED ELECTRONICALLY 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 3 - IF THE PROPOSAL IS TO BE LODGED ELECTRONICALLY 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:**  | ***[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]*** ***[IF THE RFP IS FOR DIRECTLY FUNDED BUILDING WORK VALUED IN EXCESS OF $4 MILLION, THE COMMONWEALTH MUST INCLUDE THE FOLLOWING EVALUATION CRITERION:]******The Panel Consultant has demonstrated that it is accredited in accordance with the WHS Accreditation Scheme as described in section 43 of the Federal Safety Commissioner Act 2022 (Cth) or that all Commonwealth Funded Building Work will be carried out by an accredited builder.***  |
| * 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:

(a) ***[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 will be deemed to be satisfactory evidence. |
|  | **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. ***[OPTION 1 - IF THE PROPOSAL IS TO BE LODGED IN HARD COPY:]***

Provide your proposal in **separate sealed envelopes** endorsed on the outside with **Infrastructure Division - *[COMMONWEALTH TO INSERT PROJECT NAME AND NUMBER]* - Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027 - Request for Proposal - Annexure [PANEL CONSULTANT TO INSERT REFERENCE]**.***[OPTION 2 - IF THE PROPOSAL IS TO BE LODGED ELECTRONICALLY:]***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.* + - 1. ***[COMMONWEALTH TO CONFIRM - HARD COPY LODGEMENT ONLY]*** Lodge your proposal in a sealed package or packages, each of which does not exceed 16 kilograms and 400mm v 500mm in any two lineal dimensions.
			2. ***[COMMONWEALTH TO INSERT IF THE RFP IS SUBJECT TO THE WHS ACCREDITATION SCHEME]*** Complete and lodge Annexure F - WHS Accreditation Scheme.
			3. Other: ***[COMMONWEALTH TO INSERT (IF ANY)]***
 |
|  | **Copies:** | ***[OPTION 1 - IF THE PROPOSAL IS TO BE LODGED IN HARD COPY:]***Provide ***[COMMONWEALTH TO INSERT]*** hard copies and ***[COMMONWEALTH TO INSERT]*** electronic copies (in unsecured PDF version on CD-Rom or DVD) of your proposal. The Panel Consultant is requested **not to** lodge a USB (or "thumb drive"), iPads, tablets or other similar electronic devices. ***[OPTION 2 - IF THE PROPOSAL IS TO BE LODGED ELECTRONICALLY:]***Not applicable.  |
|  | **Endorsement / File Naming Convention:** | ***[OPTION 1 - IF THE PROPOSAL IS TO BE LODGED IN HARD COPY, INSERT REQUIRED ENDORSEMENT E.G:]***Endorse the outside of the sealed package containing your proposal as follows: **Infrastructure Division - *[COMMONWEALTH TO INSERT PROJECT NAME AND NUMBER]* - Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027 - Request for Proposal**. ***[OPTION 2 - IF THE PROPOSAL IS TO BE LODGED ELECTRONICALLY:]***Ensure that the proposal contains files names which incorporate:* + - 1. AZ Number / Project Identifying Number
			2. Project Name
			3. Panel Consultant's Name
			4. References to each part of the Panel Consultant's 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 Commonwealth 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 18. |
| * 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.  |
|  | **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 Remediation Works. 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:
				1. by an incorporated or unincorporated joint venture or special purpose vehicle; or
				2. on any other basis involving more than one party where the Commonwealth is relying upon a representation that those parties will be jointly (whether fully or partially) responsible for performing the Remediation Work and otherwise meeting the obligations under the Contract if their joint bid is the successful proposal for the Project.
			3. A proposal may only be lodged on a Joint Bid Basis where all joint bid parties:
				1. are Panel Consultants that have been appointed to the Panel for the relevant Service Category set out in this RFP; and
				2. have been invited by the Commonwealth to lodge a proposal in response to this RFP.
 |
|  | **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.  |
|  | **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 engagement of Remediation Works for the Project 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:** | ***[OPTION 1:]*** The Panel Consultant may submit questions concerning the RFP to the email address in item 28 by the Closing Date and Time. Subject to the Commonwealth Procurement Rules, the Commonwealth is not obliged to respond to such questions. ***[OPTION 2:]*** The Panel Consultant may submit questions concerning the RFP to the email address in item 28 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 or Project:** | The Panel Consultant must only direct any request for information about this RFP or the Project 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. |
|  | **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]*** |
| * 1.
 | **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 - Environment, Heritage and Estate Engineering 2020 - 2027
*[Draft]* Official Order - Remediation Works

This Official Order once executed by the Commonwealth and delivered in accordance with the Panel Agreement for the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020 - 2027 will constitute acceptance by the Commonwealth of the Panel Consultant's offer to supply the Remediation Works specified in this Official Order.

The Official Order, the Contract Particulars attached to this Official Order, the Fee Schedule, the Terms of Engagement, the Technical Specification, the Panel Agreement and the Project DCAP 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.

The Contract for this Engagement uses the Section 4B Terms of Engagement under the Panel Agreement being the General Remediation Contract (GRC-1). For the purposes of the Terms of Engagement, all references to "Panel Consultant" in the Official Order and the other documents comprising the Contract should be read as references to the Contractor.

***[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 REMEDIATION WORKS. THE "DRAFT" WORDING 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 4B of the Panel Agreement - General Remediation Contract (GRC-1) |
| **Project Name:** | *To be completed prior to the issue of the RFP* |
| **Commencement Date for Remediation Works:** | *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* |
| **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 REMEDIATION WORKS REQUIRED TO BE PERFORMED BY THE PANEL CONSULTANT ARE TO BE SET OUT IN PART 2 OF THE BRIEF - TECHNICAL SPECIFICATION. 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. **Remediation Works**

***[COMMONWEALTH TO INSERT BRIEF DESCRIPTION OF THE REMEDIATION WORKS TO BE DELIVERED UNDER THE PROJECT]***

1. **Key Issues and Risks**
2. ***[COMMONWEALTH TO INSERT KEY ISSUES AND RISKS FOR THE PROJECT]***
3. **Commonwealth's Program for the Project**
4. ***[COMMONWEALTH TO INSERT KEY DATES FOR THE PROJECT AND ENSURE THESE ALIGN WITH THE DATES IN THE CONTRACT PARTICULARS]***
5. **Other Matters**
6. ***[COMMONWEALTH TO INSERT PROJECT SPECIFIC ISSUES NOT COVERED ABOVE OR IN THE TECHNICAL SPECIFICATION INCLUDING MEETINGS, REPORTS, DELIVERABLES, REVIEW PERIODS, TRAINING, REPORTING REQUIREMENTS, QUALITY ASSURANCE, DCAP WORKSHOPS AND ADDITIONAL PROJECT PLANS ETC]***

Part 2 - Technical Specification

*[COMMONWEALTH TO INSERT THE TECHNICAL SPECIFICATION FOR THE PROJECT OR INSERT A LIST OF DOCUMENTS THAT COMPRISE THE TECHNICAL SPECIFICATION FOR THE PROJECT]*

Part 3 - Additional Project Specific Special Conditions

***[DELETE THE FOLLOWING SPECIAL CONDITION IF NOT REQUIRED FOR THE PROJECT. THIS SPECIAL CONDITION SHOULD ONLY BE USED IF THE SERVICE CATEGORY IS CONTAMINATION REMEDIATION WORKS. IT MAY NOT BE APPROPRIATE IF THE SUBJECT OF THE CONTRACT IS UXO CLEARANCE ITSELF. IN SUCH CIRCUMSTANCES THE COMMONWEALTH SHOULD CONSULT WITH THE RELEVANT SUBJECT MATTER EXPERTS:]***

1. **CERTIFICATE FROM UXO REMEDIATION WORKS SUPPLIER**
	1. **General**
		1. Without limiting the Contractor's obligations under the Contract or otherwise at law or in equity, as a condition precedent to the Contractor commencing the Works or a Stage specified in the Contract Particulars, the Contractor must:
			1. engage as a subcontractor a panel member under the Unexploded Ordnance Remediation Service Category (**UXO Subcontractor**) of the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering (**DIP-EHEE**);
			2. provide to the Contract Administrator a report issued by the UXO Subcontractor certifying (to the extent applicable) that the UXO Subcontractor has:
				1. completed a UXO Risk Assessment of the Site in accordance with clause 1.2; and
				2. if necessary, complied with the requirements of clauses 1.3 - 1.4 and applicable Statutory Requirements (including those concerning work health and safety); and
			3. if requested in writing by the Contract Administrator, provide to the Contract Administrator a UXO Clearance Certificate in a form approved by the Contractor Administrator.
	2. **UXO Subcontractor to Complete UXO Risk Assessment**
		1. The Contractor must ensure it provides to the UXO Subcontractor all available historical information, in its possession or that can be reasonably obtained, regarding the Site in order for the UXO Subcontractor to complete a UXO Risk Assessment to determine the risk of UXO being present on the Site.
		2. If, following completion of a UXO Risk Assessment, the UXO Subcontractor determines there is a:
			1. low risk of UXO being present in or on the Site, the Contractor must ensure the UXO Subcontractor implements standard UXO find protocols; or
			2. medium risk or greater of UXO being present in or on the Site, the UXO Subcontractor must complete a UXO Assessment Survey in accordance with clause 1.3.
	3. **UXO Subcontractor to Complete UXO Assessment Survey**
		1. If the UXO Subcontractor has determined, in accordance with clause 1.2(b), that there is a medium risk or greater of UXO being present in or on the Site, the Contractor must ensure the UXO Subcontractor attends the Site to conduct a UXO Assessment Survey (including the use of invasive investigation techniques) that confirms or discounts their UXO Risk Assessment regarding the likely presence of UXO at the Site.
		2. If, upon completing a UXO Assessment Survey, the UXO Subcontractor finds no UXO or other innocuous material present in or on the Site, the Contractor must ensure the UXO Subcontractor provides a written report detailing how it has completed its activities in accordance with this clause 1 and relevant Statutory Requirements (including those concerning work health and safety).
		3. If, upon completing a UXO Assessment Survey, the UXO Subcontractor identifies any potential UXO present in or on the Site to be innocuous material (including explosive ordnance waste), the Contractor must ensure the UXO Subcontractor:
			1. safely removes and disposes of the innocuous material from the Site, in accordance with all Statutory Requirements;
			2. provides a UXO Clearance Certificate in relation to the Site (if requested by the Contract Administrator in writing); and
			3. provides a written report detailing how it has completed its activities in accordance with this clause 1 and relevant Statutory Requirements.
	4. **Remediation of Site containing UXO**
		1. In the event the UXO Subcontractor identifies any UXO present in or on the Site (following the conducting of the UXO Assessment Survey referred to in clause 1.3(a)), the Contractor must ensure the UXO Subcontractor:
			1. ceases work immediately and ensures there are measures put in place that prevent persons, other than those authorised by the Commonwealth, accessing the area of the Site containing the UXO;
			2. immediately notifies the Contractor, the Contract Administrator and a representative of the Defence Estate at which the Site is located; and
			3. does not attempt to handle, remove, dispose of, destroy or demolish any identified UXO.
		2. Having received written notification from the Contract Administrator that the UXO identified by the UXO Subcontractor in a UXO Risk Assessment has been removed from the Site (by the Commonwealth or its representatives), the Contractor must ensure the UXO Subcontractor:
			1. confirms the identified UXO has been removed and provides a UXO Clearance Certificate (if requested by the Contract Administrator in writing); and
			2. provides a written report detailing how it has completed its activities in accordance with this clause 1 and relevant Statutory Requirements.
	5. **Definitions and Interpretation**
		1. **UXO**

Any sort of military ammunition or explosive on or under the Site which has failed to explode including sea mines or shells used by the Navy, mortar bombs, mines, artillery shells or hand grenades used by the Army, bombs, rockets or missiles used by the Air Force, and other types of ammunition and explosives including training munitions.

* + 1. **UXO Assessment Survey**

A survey conducted by the UXO Subcontractor in accordance with UXO protocols, which must include an assessment/review/investigation of the following matters in relation to the Site:

* + - 1. a determination of the number of areas/precincts of a Site affected;
			2. area limits;
			3. densities;
			4. depths;
			5. the type and nature of any UXO; and
			6. any other inert ordnance related material, such as explosive ordnance waste.
		1. **UXO Clearance Certificate**

A certificate issued by the UXO Subcontractor (if any):

* + - 1. verifying that it has conducted a UXO search and completed any necessary remediation of the Site; and
			2. confirming that the risk of UXO Contamination in or on the Site has been eliminated or minimised, so far as reasonably practicable.
		1. **UXO Risk Assessment**

A desk top risk assessment conducted by the UXO Subcontractor to determine the likelihood of the presence of UXO in or on a Site.

1. **BUILDING CODE 2016 - REPEALED**
	1. **Panel Consultant to Disregard Building Code 2016**
		1. Since the commencement of the Panel Agreement, the Building Code 2016 has been repealed and is no longer in operation.
		2. The Commonwealth and the Panel Consultant agree that all Building Code 2016 provisions (and references) in the Panel Agreement, including the Terms of Engagement, will not apply to the Project and are deemed to be omitted from any Contract.
2. **BUILDING AND CONSTRUCTION INDUSTRY (IMPROVING PRODUCTIVITY) ACT 2016 - RENAMED**
	1. **Amend References to the Federal Safety Commissioner Act**
		1. Since the commencement of the Panel Agreement, the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) has been renamed the *Federal Safety Commissioner Act 2022* (Cth).
		2. The Commonwealth and the Panel Consultant agree that all references to the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) in the Panel Agreement, including the Terms of Engagement, are deleted and replaced with references to the *Federal Safety Commissioner Act 2022* (Cth).

***[COMMONWEALTH TO INSERT ADDITIONAL 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 Remediation Works; and
		2. all aspects of the way in which the Panel Consultant proposes to perform the Remediation Works which could distinguish the Panel Consultant's approach from that of other Panel Consultants.
	2. The Panel Consultant is requested to ensure its Project DCAP addresses the requirements for the Remediation Works and the Project as set out in the Brief and the Technical Specification.
	3. Subject to clause 5.8 of the Terms of Engagement, the Project DCAP lodged by the successful Panel Consultant and included in the Official Order issued by the Commonwealth will be contractually binding upon the Panel Consultant.
2. **Approach to the Remediation Works**
	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 REMEDIATION WORKS THAT COULD BE REQUESTED FROM THE PANEL CONSULTANT. HOWEVER, THESE ITEMS SHOULD BE TAILORED FOR EACH ENGAGEMENT. IT IS RECOMMENDED THAT ITEMS A TO E BELOW ARE RETAINED, HOWEVER IT IS RECOMMENDED THAT YOU CONSIDER THE FOLLOWING ITEMS:***

***- THE PANEL CONSULTANT'S PROPOSED APPROACH TO COST/BUDGET MANAGEMENT IN PROVIDING THE SERVICES;***

***- THE PANEL CONSULTANT'S PROPOSED APPROACH TO PROGRAMMING IN PROVIDING THE SERVICES;***

***- HOW THE PANEL CONSULTANT WILL "VALUE ADD" TO THE ENGAGEMENT; AND***

***- 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 5.14 OF THE TERMS OF ENGAGEMENT]***

|  |  |
| --- | --- |
| A | The Panel Consultant's appreciation of the tasks involved and proposed methodology for providing the Remediation Works |
|  | **[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 quality assurance in providing the Remediation Works |
|  | **[PANEL CONSULTANT TO INSERT]** |
| D | ***[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]*** |
| E | ***[COMMONWEALTH NOT TO DELETE THIS ITEM]***Other matters identified by the Panel Consultant  |
|  | **[PANEL CONSULTANT TO INSERT]** |

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 Remediation Works.
	2. The Panel Consultant should attach a curriculum vitae of each key person, highlighting past performance only as it relates to the Remediation Works 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 Remediation Works (assume 37.5 hours comprises one working week)** | **Nature and extent of their experience in carrying out similar works on other projects** | **Capacity to perform the relevant Remediation Works 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 3 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).
1. **Subcontractors**
	1. The Panel Consultant is requested to provide the following information in respect of any subcontractor it proposes to utilise in the performance of the Remediation Works.

|  |  |  |  |
| --- | --- | --- | --- |
| **Legal name and ABN of subcontractor** | **Remediation Works to be subcontracted** | **Basis of engagement of the subcontractor** | **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 subcontractor that it proposes to utilise in the performance of the Remediation Works.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Subcontractor** | **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 works on other projects** | **Their capacity to perform the relevant Remediation Works 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 subcontractor, highlighting past performance only as it relates to the Remediation Works 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 4 of Annexure B which it considers relevant to proposed joint bid arrangements (as applicable).
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 incorporation or otherwise, joint venture or special purpose vehicle. A copy of the joint venture agreement, special purpose vehicle 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.

***[INSERT ITEM 5 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]***

Annexure C. Fee Schedule

***[COMMONWEALTH TO TAILOR THIS FEE SCHEDULE IN ACCORDANCE WITH THE REQUIREMENTS OF THE RELEVANT PROJECT]***

**1. Lump Sum Component (to be proposed in respect of the Lump Sum Work (if any), as defined by clause 1.1 of the Terms of Engagement)**

**$[PANEL CONSULTANT TO INSERT]** (GST exclusive);

***[COMMONWEALTH TO CONFIRM - IF CONTRACT PRICE IS BASED ON SCHEDULE OF RATES ONLY, INSERT "Not applicable"]***

**2. Breakdown of Lump Sum Component**

***[COMMONWEALTH TO CONFIRM IF A BREAKDOWN OF THE LUMP SUM COMPONENT IS REQUIRED]***

***[IF BREAKDOWN IS REQUIRED - COMMONWEALTH TO INSERT TABLE SHOWING BREAKDOWN OF BUILDING ELEMENTS, STAGES, TRADES ETC AND INSERT THE FOLLOWING:]***

The breakdown:

* + 1. is for proposal evaluation purposes; and
		2. will not limit or affect the scope of the Contractor's Activities, the Remediation Works or the Contract.

***[IF CONTRACT PRICE IS BASED ON SCHEDULE OF RATES ONLY OR NO BREAKDOWN OF THE LUMP SUM IS REQUIRED BY THE COMMONWEALTH - COMMONWEALTH TO INSERT "Not applicable"]***

**3. Schedule of Rates (to be proposed in respect of the Schedule of Rates Component (if any), as defined by clause 1.1 of the Terms of Engagement)**

***[COMMONWEALTH TO CONFIRM IF A SCHEDULE OF RATES WILL BE REQUIRED TO CALCULATE THE CONTRACT PRICE OR A COMPONENT OF THE CONTRACT PRICE]***

***[IF A SCHEDULE OF RATES IS TO BE USED FOR THE PURPOSE OF CALCULATING THE CONTRACT PRICE - COMMONWEALTH TO INSERT TABLE SHOWING ITEMS AND QUANTITIES FOR PRICING USING RATES HERE. NOTE LIMITS OF ACCURACY IN CONTRACT PARTICULARS WHICH APPLY ONLY IF THERE IS A SCHEDULE OF RATES. PROPOSED RATES ARE TO BE GST-EXCLUSIVE]***

***[IF A SCHEDULE OF RATES IS NOT TO BE USED FOR THE PURPOSE OF CALCULATING THE CONTRACT PRICE - COMMONWEALTH TO INSERT "Not applicable"]***

For the Schedule of Rates Work, the Schedule of Rates Component is calculated by multiplying the quantity of Schedule of Rates Work carried out in accordance with the Contract by the rate or price in the Schedule of Rates for that work.

**4. Table of Remediation Works Variation Rates and Prices (to contain rates and prices to be used for the purposes of valuing Remediation Works Variations and to apply when the limits of accuracy in the Contract are exceeded in respect of any items of Schedule of Rates Works, where a corresponding rate exists)**

***[IF A TABLE OF VARIATION RATES AND PRICES FOR POTENTIAL VARIATION ITEMS/GOODS/MATERIALS APPLIES - COMMONWEALTH TO INSERT TABLE OF REMEDIATION WORKS VARIATION RATES AND PRICES FOR PRICING HERE]***

***[IF A TABLE OF VARIATION RATES AND PRICES DOES NOT APPLY - COMMONWEALTH TO INSERT "Not applicable"]***

**5. Proposed progress payments of the Contract Price**

***[IF PAYMENT CLAIMS AND PAYMENTS ARE TO BE BASED ON A SPECIFIED DAY OF THE MONTH - COMMONWEALTH TO INSERT THE FOLLOWING:]***

The Panel Consultant is requested to provide an anticipated monthly cash flow. This cash flow is for proposal evaluation purposes and will not limit or affect the scope of the Contractor's Activities, the Remediation Works or the Contract.

***[ALTERNATIVELY, IF PAYMENT CLAIMS AND PAYMENTS ARE TO BE BASED ON COMPLETION OF MILESTONES - COMMONWEALTH TO INSERT THE FOLLOWING:]***

The Panel Consultant is requested to provide a breakdown of proposed progress payments for the Contract Price based on the milestones set out in the Conditions of Contract and as follows:

|  |  |
| --- | --- |
| **MILESTONES**  | **AMOUNT** |
| ***[COMMONWEALTH TO INSERT MILESTONES]*** | $**[PANEL CONSULTANT TO INSERT]** |
| ***[COMMONWEALTH TO INSERT MILESTONES]*** | $**[PANEL CONSULTANT TO INSERT]** |
| **[PANEL CONSULTANT TO INSERT PROPOSED ADDITIONAL MILESTONES (IF ANY)]** | $**[PANEL CONSULTANT TO INSERT]** |
| **CONTRACT PRICE** | $**[PANEL CONSULTANT TO INSERT]** (GST exclusive) |

The Panel Consultant should note that any proposed additional milestones should be significant milestones which represent the completion of a discrete activity and (without limitation) should not be based on monthly instalments against existing milestones.

The Panel Consultant should note that the Commonwealth reserves the right to negotiate the proposed progress payments of the Contract Price and any proposed additional milestone submitted by the Panel Consultant with a view to amending the proposed progress payments of the Contract Price and any proposed additional milestones before entering into any Contract with the successful Panel Consultant.

Unless otherwise stated, the Lump Sum Component, Schedule of Rates and Schedule of Rates Component are not subject to rise and fall in costs.

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 |
| **Accredited Environmental Site Auditor:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Additional Project Plans:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Award Date:**(Clause 1.1) | The date set out in the Official Order |
| **Contract:**(Clause 1.1) | 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]*** |
| **Contract Administrator:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT]*** |
| **Contract Price:**(Clauses 1.1, 12.21 and 16.2(b)) | (a) for the Lump Sum Work, a Lump Sum Component of $**[INSERT]** (ex. GST); and(b) for the Schedule of Rates Work, the Schedule of Rates Component calculated by multiplying the quantity of Schedule of Rates Work carried out in accordance with the Contract by the rate or price in the Schedule of Rates for that work, neither of which is, unless elsewhere stated, subject to rise and fall in costs. |
| **Contractor:**(Clause 1.1) | **[PANEL CONSULTANT TO INSERT LEGAL NAME AND ABN]** |
| **Contractor'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]** |
| **Date for Remediation Completion:**(Clause 1.1) | Where there are no Stages, for the Remediation Works is:***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Where there are Stages, for each Stage is: |
| **Stage** | **Date for Remediation Completion** |
| ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **Environmental Consultant:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR******Not applicable]*** |
| **Environmental Management Plan (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Environmental Objectives (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Environmental Requirements (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **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]*****Contractor:**The person holding the position of **[PANEL CONSULTANT TO INSERT POSITION TITLE]** for the time being **[PANEL CONSULTANT TO INSERT NAME]** |
| **Indigenous Procurement Plan:**(Clauses 1.1 and 17.2) | ***[COMMONWEALTH TO INSERT]*** |
| **Project DCAP:**(Clauses 1.1 and 7.14) | As annexed to the Official Order |
| **Project Management Meetings:**(Clause 1.1) | **Meeting frequency:** | **Meeting location:** |
| ***[COMMONWEALTH TO INSERT]***  | ***[COMMONWEALTH TO INSERT]*** |
| **Quality Manager:**(Clause 1.1) | **[PANEL CONSULTANT TO INSERT]** |
| **Quality Objectives (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Quality Plan (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR******Not applicable]*** |
| **Remediation Completion - additional conditions precedent to Remediation Completion:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Remediation Defects Rectification Period:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT]*** |
| **Remediation Works:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT BRIEF DESCRIPTION OF REMEDIATION WORKS]*** |
| **Schedule of Collateral Documents:**(Clause 1.1) | 1. Approved Security (Unconditional Undertaking)2. Collateral Warranty3. Subcontractor Deed of Covenant4. Deed of Guarantee, Undertaking and Substitution5. Payment Claim6. Payment Statement7. Expert Determination Agreement8. Moral Rights Consent |
| **Schedule of Rates:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT]*** |
| **Site:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT]*** |
| **Site Information:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT]*** |
| **Site Management Plan (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Specified Site Use Objective:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT]*** |
| **Stages of the Remediation Works:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Table of Remediation Works Variation Rates and Prices:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Technical Advisor:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Technical Specification:**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Work Health and Safety Plan (additional):**(Clause 1.1) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Governing law:**(Clause 1.3(a)) | ***[COMMONWEALTH TO INSERT STATE OR TERRITORY WITHIN AUSTRALIA - MOST LIKELY WHERE THE REMEDIATION WORKS WILL BE PERFORMED; OR*** ***Australian Capital Territory]*** |
| CLAUSE 2 - COMMENCEMENT |
| **Date for commencement on Site:**(Clauses 2.1(b) and 2.2(a)(ii)) | ***[COMMONWEALTH TO INSERT]*** |
| **Other conditions precedent to Site access:**(Clause 2.2(a)(i)C) | ***[COMMONWEALTH TO INSERT; OR******Not applicable]*** |
| CLAUSE 3 - PERSONNEL |
| **Contract Administrator's representatives and their functions:**(Clause 3.4) | **Representative** | **Function(s)** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** |
| **Site Audit Statement:**(Clause 3.9) | A Site Audit Statement ***[IS/IS NOT]*** required. (A Site Audit Statement is required unless otherwise stated) |
| **Technical Advisor's Certification:**(Clause 3.10) | A Technical Advisor's Certification ***[IS/IS NOT]*** required. (A Technical Advisor's Certification is required unless otherwise stated) |
| CLAUSE 4 - SECURITY |
| **Security to be provided by the Contractor:**(Clause 4.1) | Where there are no Stages, for the Remediation Works is:***[COMMONWEALTH TO INSERT DETAILS OF THE SECURITY REQUIRED TO BE PROVIDED BY THE PANEL CONSULTANT]***$***[INSERT]*** or ***[INSERT]***% of the Contract Price (in the form of two Approved Securities, each for 50% of this amount) |
| Where there are Stages, for each Stage is: |
| **Stage** | **Amount** |
| ***[COMMONWEALTH TO INSERT]*** | $***[INSERT]*** or ***[INSERT]***% of the Contract Price (in the form of two Approved Securities, each for 50% of this amount) |
| ***[COMMONWEALTH TO INSERT]*** | $***[INSERT]*** or ***[INSERT]***% of the Contract Price (in the form of two Approved Securities, each for 50% of this amount) |
| ***[COMMONWEALTH TO INSERT]*** | $***[INSERT]*** or ***[INSERT]***% of the Contract Price (in the form of two Approved Securities, each for 50% of this amount) |
|  | To the extent that any part of the Contractor's Activities is to be carried out in Queensland, the following warning applies:This Contract is not subject to the condition that would otherwise be implied by section 67K(2) of the *Queensland Building and Construction Commission Act 1991* (Qld). Section 67K(2) implies a condition into building contracts that the total value of security is not to be more than 5% of the Contract Price of the Contract, unless the Contract expressly provides otherwise. Under this Contract, the parties agree that the amount of the security provided by the Contractor is governed by clause 4.Initialled for and on behalf of the Contractor:Initialled for and on behalf of the Commonwealth:  |
| CLAUSE 5 - RISKS AND INSURANCE |
| **Insurance policies required to be obtained by the Contractor:**(Clause 5.4)  | **Construction Risks Insurance*****[COMMONWEALTH TO INSERT DETAILS OF INSURANCE REQUIREMENTS]***Amount of Cover:(a) $***[INSERT]***(the Contract Price if no amount is specified);(b) $***[INSERT]*** or ***[INSERT]***% of the Contract Price to cover the costs of demolition and removal of debris;(c) $***[INSERT]*** or ***[INSERT]***% of the Contract Price to cover the Commonwealth's Contractor fees;(d) $***[INSERT]*** for the value of materials or things to be supplied by the Commonwealth; and(e) ***[INSERT]***% of the total of the amounts in (a) to (d) to cover escalation costs.***[COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS]*** |
| **Public Liability Insurance*****[COMMONWEALTH TO INSERT DETAILS OF INSURANCE REQUIREMENTS]***If written on an occurrence basis: Amount of Cover: $***[INSERT]*** for each and every occurrence for public liability claimsIf written on a claims made basis: Amount of Cover: $***[INSERT]*** per claim and $***[INSERT]*** in the aggregate***[FOR WHICHEVER OF OCCURRENCE BASIS OR CLAIMS MADE BASIS DOES NOT APPLY, INSERT "N/A" AFTER THE $ REFERENCES]***Worldwide limits: ***[INSERT]***Jurisdictional limits: ***[INSERT]******[COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS]*** |
| **Workers Compensation Insurance**Amount of Cover: Amount of Cover prescribed by Statutory Requirement in the State or Territory in which the Contractor's Activities are performed or the Contractor's employees perform work, are employed or normally reside. |
| **Employers' Liability Insurance**Amount of Cover: The amount that a prudent, competent and experienced contractor undertaking the Contractor's Activities would purchase$**[PANEL CONSULTANT TO INSERT AMOUNT OF EMPLOYERS' LIABILITY INSURANCE IT HAS OR PROPOSES TO PUT IN PLACE FOR THE ENGAGEMENT]** ***[COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS]*** |
| **Professional Indemnity Insurance*****[COMMONWEALTH TO INSERT DETAILS OF INSURANCE REQUIREMENTS]***Amount of Cover: $***[INSERT]*** per claim and $***[INSERT]*** in the aggregateWorldwide limits: ***[INSERT]***Jurisdictional limits: ***[INSERT]******[IF THE CONTRACT REQUIRES THE PANEL CONSULTANT*** ***TO DESIGN ANY PART OF THE REMEDIATION WORKS, COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS. FOR WHICHEVER OF PROFESSIONAL INDEMNITY INSURANCE AND ERRORS AND OMISSIONS INSURANCE DOES NOT APPLY, INSERT "N/A" AFTER THE $ REFERENCES]*** ***[IF THE CONTRACT DOES NOT REQUIRE THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, INSERT "N/A" AFTER THE $ REFERENCES AND FOR THE RELEVANT LIMITS]*** |
| **Errors and Omissions Insurance**Amount of Cover: $***[INSERT]*** per claim and $***[INSERT]*** in the aggregateWorldwide limits: ***[INSERT]***Jurisdictional limits: ***[INSERT]******[IF THE CONTRACT REQUIRES THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS. FOR WHICHEVER OF PROFESSIONAL INDEMNITY INSURANCE AND ERRORS AND OMISSIONS INSURANCE DOES NOT APPLY, INSERT "N/A" AFTER THE $ REFERENCES]*** ***[IF THE CONTRACT DOES NOT REQUIRE THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, INSERT "N/A" AFTER THE $ REFERENCES AND FOR THE RELEVANT LIMITS]***  |
| **Other Insurances:** (Clause 5.4(a)(v)) ***[COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON OTHER SPECIFIC AND ADDITIONAL INSURANCES THAT MAY BE REQUIRED E.G. TRANSIT INSURANCE FOR KEY ITEMS TRANSPORTED TO THE SITE, PRODUCT LIABILITY INSURANCE, MOTOR VEHICLE INSURANCE, INDUSTRIAL SPECIAL RISKS INSURANCE ETC]*** ***[COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS]*** |
| **Minimum amount of subcontractors' Professional Indemnity Insurance or Errors and Omissions Insurance:**(Clause 5.4(h)) | **Professional Indemnity Insurance*****[COMMONWEALTH TO INSERT DETAILS OF INSURANCE REQUIREMENTS]***Amount of Cover: $***[INSERT]*** per claim and $***[INSERT]*** in the aggregateWorldwide limits: ***[INSERT]***Jurisdictional limits: ***[INSERT]******[IF THE CONTRACT REQUIRES THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS. FOR WHICHEVER OF PROFESSIONAL INDEMNITY INSURANCE AND ERRORS AND OMISSIONS INSURANCE DOES NOT APPLY, INSERT "N/A" AFTER THE $ REFERENCES]*** ***[IF THE CONTRACT DOES NOT REQUIRE THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, INSERT "N/A" AFTER THE $ REFERENCES AND FOR THE RELEVANT LIMITS]***  |
| **Errors and Omissions Insurance*****[COMMONWEALTH TO INSERT DETAILS OF INSURANCE REQUIREMENTS]***Amount of Cover: $***[INSERT]*** per claim and $***[INSERT]*** in the aggregateWorldwide limits: ***[INSERT]***Jurisdictional limits: ***[INSERT]******[IF THE CONTRACT REQUIRES THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, COMMONWEALTH AND CONTRACT ADMINISTRATOR TO CONSIDER AND SEEK ADVICE ON LEVELS AND LIMITS OF INSURANCES FROM APPROPRIATELY QUALIFIED AND LICENSED PERSONS. FOR WHICHEVER OF PROFESSIONAL INDEMNITY INSURANCE AND ERRORS AND OMISSIONS INSURANCE DOES NOT APPLY, INSERT "N/A" AFTER THE $ REFERENCES]*** ***[IF THE CONTRACT DOES NOT REQUIRE THE PANEL CONSULTANT TO DESIGN ANY PART OF THE REMEDIATION WORKS, INSERT "N/A" AFTER THE $ REFERENCES AND FOR THE RELEVANT LIMITS]*** |
| **Period for maintenance of Public Liability Insurance (if written on a claims made basis):**(Clause 5.6(b)) | Where any part of the Site is located in the Australian Capital Territory, New South Wales, Victoria, Tasmania, South Australia or the Northern Territory: 11 years. Otherwise: 7 years.  |
| **Insurance amendments if the Contractor is self-insured or a non-Commonwealth licensee:**(Clause 5.10 and Annexure 2) | Clause 5.10 ***[DOES/DOES NOT]*** apply.(Clause 5.10 does not apply unless otherwise stated)***[THIS CLAUSE MUST BE SELECTED IF THE PANEL CONSULTANT IS OR IS LIKELY TO BE SELF-INSURED AND/OR A NON-COMMONWEALTH LICENSEE. IF IN DOUBT, SEEK DIRECTION FROM THE COMMONWEALTH'S PANEL MANAGER]*** |
| **CLAUSE 6 - SITE ACCESS AND CONDITIONS** |
| **Unexploded Ordnance:**(Clause 6.6) | Clause 6.6 ***[DOES/DOES NOT]*** apply.(Clause 6.6 does not apply unless otherwise stated)***[THIS CLAUSE SHOULD NOT BE SELECTED TO APPLY IF THE PANEL CONSULTANT HAS BEEN ENGAGED UNDER THE UNEXPLODED ORDNANCE REMEDIATION SERVICE CATEGORY]*** |
| **Extra land required:** (Clause 6.7) | Clause 6.7 ***[DOES/DOES NOT]*** apply.(Clause 6.7 does not apply unless otherwise stated) |
| **Areas of extra land required:**(Clause 6.7) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Stages for which an executed release is required:**(Clause 6.7(c)(iv)) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Operating airfield:**(Clause 6.8) | Clause 6.8 ***[DOES/DOES NOT]*** apply.(Clause 6.8 does not apply unless otherwise stated) |
| **National Heritage Place:**(Clause 6.9) | Clause 6.9 ***[DOES/DOES NOT]*** apply.(Clause 6.9 does not apply unless otherwise stated) |
| **Commonwealth Heritage Place:**(Clause 6.10) | Clause 6.10 ***[DOES/DOES NOT]*** apply.(Clause 6.10 does not apply unless otherwise stated) |
| **Heritage Act requirements (Victoria):**(Clause 6.11) | Clause 6.11 ***[DOES/DOES NOT]*** apply.(Clause 6.11 does not apply unless otherwise stated) |
| CLAUSE 7 - PLANS AND DOCUMENTATION |
| **Documents and number of copies to be provided by the Commonwealth to the Contractor:**(Clause 7.1) | **Document** | **Copies** |
| ***[COMMONWEALTH TO INSERT]*** | ***[COMMONWEALTH TO INSERT]*** |
| **Contractor to prepare Remediation Design Documentation:**(Clause 7.2(a)(i)) | ***[YES/NO]*** |
| **Number of copies of Remediation Design Documentation to be submitted by the Contractor to the Contract Administrator:**(Clause 7.5) | ***[COMMONWEALTH TO INSERT]*** |
| **Remediation Design Documentation hard copy requirements:**(Clause 7.5(a)) | Compatible with Autocad 14To scalePrinted in black ink on white or transparent ISO Standard Sheet (size A1, A3, A4 or as determined by the Contract Administrator) |
| **Remediation Design Documentation electronic copy requirements:**(Clause 7.5(b)) | Compatible with Autocad 14CD-ROM or as determined by the Contract Administrator |
| **Number of days for submission of Project Plans:**(Clauses 7.7(a)(ii)A and 7.17) | Environmental Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Project Lifecycle and HOTO Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Method of Work Plan for Airfield Activities: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Site Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Work Health and Safety Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Other: ***[SPECIFY]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **Number of days for review of Project Plans:**(Clause 7.7(a)(ii)B) | Environmental Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Project Lifecycle and HOTO Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Method of Work Plan for Airfield Activities: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Site Management Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Work Health and Safety Plan: | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| Other: ***[SPECIFY]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| **Order of precedence of documents in the case of any ambiguity, discrepancy or inconsistency:**(Clause 7.12(a)) | 1. Official Order2. Contract Particulars3. Terms of Engagement 4. Technical Specification5. Panel Agreement 6. Project DCAP7. Any other documents forming part of the Contract (as specified in the relevant item under clause 1.1 in these Contract Particulars) 8. Remediation Design Documentation (which the Contractor is entitled to use under clause 7.3(c))9. Project Plans |
| **Method of Work Plan for Airfield Activities:**(Clause 7.17) | Clause 7.17 ***[DOES/DOES NOT]*** apply.(Clause 7.17 does not apply unless otherwise stated) |
| CLAUSE 8 - EXECUTION OF REMEDIATION WORKS |
| **Existing Approvals and other Approvals which the Commonwealth is to obtain:**(Clause 8.3) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Statutory Requirements with which the Contractor does not need to comply:** (Clause 8.3(a)) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Remediation work which requires approval to subcontract or which must be let to one of the named subcontractors:**(Clause 8.5(a)) | **Work or Goods** | **Subcontractors** |
| ***[COMMONWEALTH TO INSERT (IF ANY)]*** | ***[COMMONWEALTH TO SELECT APPROPRIATE OPTION BELOW:]******[COMMONWEALTH TO INSERT NAMED SUBCONTRACTORS]******[OR]*****[PANEL CONSULTANT TO INSERT NAME OF SUBCONTRACTOR]*****[OR]******[COMMONWEALTH TO INSERT:******Not applicable]*** |
| ***[COMMONWEALTH TO INSERT (IF ANY)]*** | ***[COMMONWEALTH TO SELECT APPROPRIATE OPTION BELOW:]******[COMMONWEALTH TO INSERT NAMED SUBCONTRACTORS]******[OR]*****[PANEL CONSULTANT TO INSERT NAME OF SUBCONTRACTOR]*****[OR]******[COMMONWEALTH TO INSERT:******Not applicable]*** |
| **Stages for which Collateral Warranties are required:**(Clause 8.6) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Collateral Warranties required to be procured by the Contractor from subcontractors and provided to the Commonwealth:**(Clause 8.6) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Stages for which a certificate signed by a surveyor is required as a condition precedent to Remediation Completion:**(Clause 8.10) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Plant, Equipment and Work which must not be removed from the Site without the Contract Administrator's consent:**(Clause 8.17) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Access hours for Contractor's Activities on Site:**(Clause 8.23) | ***[COMMONWEALTH TO INSERT]*** |
| **Requirements for Contract Administrator's Office:**(Clause 8.25) | ***[COMMONWEALTH TO INSERT]*** |
| **Number of project signboards:**(Clause 8.26(a)) | ***[COMMONWEALTH TO INSERT]*** |
| **Project signboard dimensions:**(Clause 8.26(a)(i)) | ***[COMMONWEALTH TO INSERT]*** |
| **Project signboard information (additional):**(Clause 8.26(a)(ii)H) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Remediation work not included:** (Clause 8.27) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Dilapidation survey:** (Clause 8.28) | Clause 8.28 ***[DOES/DOES NOT]*** apply.(Clause 8.28 does not apply unless otherwise stated) |
| **Areas or features to be included in dilapidation survey:**(Clause 8.28(a)) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Number of days for submission of dilapidation survey and photographs:**(Clause 8.28(d)) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Prior Work:**(Clause 8.29) | Clause 8.29 ***[DOES/DOES NOT]*** apply.(Clause 8.29 does not apply unless otherwise stated) |
| **Joining up:**(Clause 8.30) | Clause 8.30 ***[DOES/DOES NOT]*** apply.(Clause 8.30 does not apply unless otherwise stated) |
| **Existing services and structures:**(Clause 8.31) | Clause 8.31 ***[DOES/DOES NOT]*** apply.(Clause 8.31 does not apply unless otherwise stated) |
| **Items to be supplied by Commonwealth:**(Clause 8.32) | Clause 8.32 ***[DOES/DOES NOT]*** apply.(Clause 8.32 does not apply unless otherwise stated) |
| **Schedule of items to be supplied by Commonwealth:**(Clause 8.32) | **Item** | **Quantity** |
| ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** | ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]*** |
| CLAUSE 9 - QUALITY OF REMEDIATION WORKS |
| **Reference development for purpose of determining minimum standards for workmanship and materials:**(Clause 9.1) | ***[COMMONWEALTH TO INSERT]*** |
| Other: ***[SPECIFY]*** |  |
| **Period by which Remediation Defects Rectification Period will be extended following rectification of a Remediation Defect:**(Clause 9.10) | ***[COMMONWEALTH TO INSERT]*** |
| CLAUSE 10 - TIME |
| **Maximum intervals between program updates by Contractor:**(Clause 10.2(b)) | ***[COMMONWEALTH TO INSERT]*** |
| **Program format to be compatible with:**(Clause 10.2(e)) | ***[PRIMAVERA SURETRAK/MICROSOFT PROJECT]*** or approved equivalent |
| **Additional causes of delay entitling Contractor to claim an extension of time:**(Clauses 10.5(a) and 10.7(c)) | 1. State-wide industrial disputation or other industrial disputation caused by the Commonwealth, which in neither case is caused or contributed to by the Contractor or any subcontractor of the Contractor2. A change or variance in respect of a Statutory Requirement after the Award Date3. A Commonwealth Risk4. Unidentified Site Conditions which have been determined by the Contract Administrator to have been encountered under clause 11.15. Valuable, archaeological or special interest items found on or in the Site6. A Pandemic Relief Event |
| **Agreed damages:**(Clause 10.11) | Clause 10.11 ***[DOES/DOES NOT]*** apply.(Clause 10.11 applies unless otherwise stated)If clause 10.11 applies: |
| Where there are no Stages, the agreed damages for the Remediation Works are:$**[PANEL CONSULTANT TO INSERT]** per working day |
| If there are Stages, the agreed damages for each Stage are: |
| **Stage** | **Agreed damages** |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** per working day |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** per working day |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** per working day |
| ***[COMMONWEALTH TO INSERT]*** | $**[PANEL CONSULTANT TO INSERT]** per working day |
| **Percentage of extra costs reasonably incurred due to acceleration:**(Clause 10.15(b)(ii)) | ***[COMMONWEALTH TO INSERT]***%(5% unless otherwise stated) |
| CLAUSE 12 - PAYMENT |
| **Times for submission of payment claims by the Contractor to the Contract Administrator:**(Clause 12.2(a)) | 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 the following milestones: ***[COMMONWEALTH TO INSERT]*** |
| **Number of business days for payment:**(Clause 12.5) | To the extent that the relevant part of the Contractor's Activities is carried out in:1. Queensland or New South Wales: 5; or2. any other State or Territory: 10. |
| **Interest rate:**(Clause 12.13) | 1. In the case of damages - the Australian Taxation Office-sourced General Interest Charge Rate current at the due date for payment or such other rate nominated in writing from time to time by the Contract Administrator; or2. In the case of late payments - the greater of:(a) the rate in paragraph (1); and(b) the rate of interest prescribed under any applicable Security of Payment Legislation. |
| **Option for payment of workers and subcontractors:** (Clause 12.16) | ***[OPTION 1/OPTION 2]*** applies.(Option 1 applies unless otherwise stated) |
| **Limits of accuracy for quantities in Schedule of Rates:**(Clause 12.19(c)) | Upper Limit: ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]***(115% unless otherwise stated)Lower Limit: ***[COMMONWEALTH TO INSERT (IF APPLICABLE)]***(85% unless otherwise stated) |
| **Appointed adjudicator/prescribed appointer/authorised nominating authority:**(Clause 12.20(d)) | To the extent that the relevant part of the Contractor's Activities is carried out in:1. the Northern Territory or Western Australia, the Resolution Institute, Northern Territory Chapter or Western Australian Chapter (as the case may be); 2. Victoria, any one of the following:(a) Resolution Institute, Victorian Chapter;(b) Building Adjudication Victoria Inc; or(c) Rialto Adjudications Pty Ltd; or3. any other State or Territory (save for Queensland), the Resolution Institute of the Chapter in that State or Territory.  |
| **Remediation cost report (additional matters):**(Clause 12.23(b)) | ***[COMMONWEALTH TO INSERT REMEDIATION COST REPORT MATTERS (IF ANY)]*** |
| **Estate information:**(Clause 12.24) | Clause 12.24 ***[DOES/DOES NOT]*** apply.(Clause 12.24 applies unless otherwise stated) |
| CLAUSE 13 - COMPLETION |
| **Liquidated damages payable by Contractor when Date of Remediation Completion occurs after Date for Remediation Completion:**(Clause 13.7)  | If there are no Stages, for the Remediation Works is: |
| $***[COMMONWEALTH TO INSERT]*** per day |
| If there are Stages, for each Stage is: |
| **Stage** | **Liquidated damages** |
| ***[COMMONWEALTH TO INSERT]*** | $***[COMMONWEALTH TO INSERT]*** per day |
| ***[COMMONWEALTH TO INSERT]*** | $***[COMMONWEALTH TO INSERT]*** per day |
| CLAUSE 14 - TERMINATION |
| **Number of days to remedy breach:**(Clauses 14.3(c) and 14.4(b)) | ***[COMMONWEALTH TO INSERT]*** |
| CLAUSE 15 - DISPUTES |
| **Directions to be subject of an expert determination if disputed:**(Clause 15.2) | Directions under clauses: 2.3(b), 4.2, 8.4(c)(ii), 8.4(d), 8.21(d)(ii), 9.4, 9.5, 9.8(b)(i), 9.9, 10.8, 10.9, 10.12(b)(ii)B, 11.1(b)(i), 11.5(b), 11.5(c)(ii), 12.4, 12.19(e)(ii), 13.2(b)(ii), 14.8(a), 17.3(e)(ii) and 17.3(e)(iii)  |
| **Industry expert who will conduct expert determinations:**(Clause 15.3(a)(i)) | ***[COMMONWEALTH TO INSERT NAME]*** |
| **Nominating authority for industry expert:**(Clause 15.3(a)(ii)) | ***[COMMONWEALTH TO INSERT]***(The President for the time being of the Resolution Institute unless otherwise stated) |
| CLAUSE 16 - NOTICES |
| **Address and email address, for the giving or serving of notices, upon:**(Clause 16.7(b)(i)) | **Commonwealth:** Address (not PO Box): ***[COMMONWEALTH TO INSERT]***Email address: ***[COMMONWEALTH TO INSERT]***Attention: ***[COMMONWEALTH TO INSERT]*** |
| **Contract Administrator:** Address (not PO Box): ***[COMMONWEALTH TO INSERT]***Email address: ***[COMMONWEALTH TO INSERT]***Attention: ***[COMMONWEALTH TO INSERT]*** |
| **Contractor:** Address (not PO Box): **[PANEL CONSULTANT TO INSERT]**Email address: **[PANEL CONSULTANT TO INSERT]**Attention: **[PANEL CONSULTANT TO INSERT]** |
| CLAUSE 17 - GENERAL |  |
| **Defence Security Alert System level:**(Clause 17.3(d)(i)) | ***[COMMONWEALTH TO INSERT]*** ("Alert" if not otherwise stated) |
| **Information which is Commercial-in-Confidence Information:**(Clause 17.11) | **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 20 - INFORMATION SECURITY - SENSITIVE AND CLASSIFIED INFORMATION |
| **Sensitive and Classified Information:**(Clause 20) | Clause 20 ***[DOES/DOES NOT]*** apply.(Clause 20 does not apply unless otherwise stated) |
| **Current security clearance level/s:**(Clauses 20.2(b) and 20.3(c)(i)) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Information technology environment accreditation or certification level/s:**(Clause 20.3(f)(i)D) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| **Information technology environment accreditation or certification level/s (caveated or compartmented information):**(Clause 20.3(f)(i)E) | ***[COMMONWEALTH TO INSERT; OR*** ***Not applicable]*** |
| CLAUSE 21 - DEFENCE INDUSTRY SECURITY PROGRAM |
| **Level of DISP membership:**(Clause 21(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) 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:\Users\mahwish.chaudhary\AppData\Local\steve.rotumah\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\steve.rotumah\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\steve.rotumah\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\steve.rotumah\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\steve.rotumah\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\steve.rotumah\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\steve.rotumah\AppData\Local\Microsoft\TEMP\IECACHE\Temporary%20Internet%20Files\TEMP\Users\kmckenna\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.IE5\137RYAZ5\HCMWTenderDocumentsMay15.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** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Annexure F. WHS ACCREDITATION SCHEME

*[****WHERE THIS ANNEXURE F APPLIES, ACCEPTANCE OF A PROPOSAL IS SUBJECT TO THE PANEL CONSULTANT SATISFYING THE COMMONWEALTH THAT COMMONWEALTH FUNDED BUILDING WORK WILL BE CARRIED OUT BY AN ACCREDITED BUILDER]***

1. The WHS Accreditation Scheme ***[DOES/DOES NOT]*** apply.

(The WHS Accreditation Scheme does not apply unless otherwise stated)

***[COMMONWEALTH TO DELETE WHICHEVER OPTION DOES NOT APPLY]***

***[IF THE CONTRACT INVOLVES DIRECTLY FUNDED BUILDING WORK AND IS VALUED IN EXCESS OF $4 MILLION, THE WHS ACCREDITATION SCHEME APPLIES.***

***IF THE CONTRACT DOES NOT INVOLVE DIRECTLY FUNDED BUILDING WORK OR IS VALUED AT LESS THAN $4 MILLION, THEN THE WHS ACCREDITATION SCHEME DOES NOT APPLY]***

1. The Panel Consultant's attention is drawn to the WHS Accreditation Scheme described in section 43 of the *Federal Safety Commissioner Act 2022* (Cth). More information on the WHS Accreditation Scheme is available at [www.fsc.gov.au](http://www.fsc.gov.au) or by contacting the Federal Safety Commissioner on 1800 652 500.
2. Section 43(4) of the *Federal Safety Commissioner Act 2022* (Cth) provides that the Commonwealth must not fund Building Work unless:
	* 1. contracts for the Building Work will be entered into with builders who are accredited persons; and
		2. at the time of funding, the Commonwealth takes appropriate steps to ensure that builders will be accredited persons when they carry out the Building Work.
3. At the Award Date, the successful Panel Consultant must be accredited in accordance with the WHS Accreditation Scheme or it must engage a 'builder' who is accredited to carry out all Building Work.
4. If applicable, the successful Panel Consultant will also be required to:
	* 1. comply with all conditions of accreditation under the WHS Accreditation Scheme; and
		2. maintain accreditation while the Building Work is being carried out.
5. To be assessed for accreditation, the Panel Consultant must submit an application to the Federal Safety Commissioner.
6. If the Panel Consultant has lodged its proposal on a Joint Bid Basis, it must provide:
	* 1. details regarding which parties will carry out the Building Work;
		2. if each joint bid party will carry out Building Work, evidence of each party's accreditation under the WHS Accreditation Scheme (including any expiry dates for such accreditation); or
		3. if any Building Work will be carried out by a joint bid party that has not obtained accreditation in accordance with the WHS Accreditation Scheme, evidence that all joint bid parties operate (or will operate) under the accredited person's work health and safety management system, including:
			1. copies of the written undertakings provided to the Federal Safety Commissioner; and
			2. any other information as requested by the Commonwealth regarding accreditation under the WHS Accreditation Scheme applicable to the Panel Consultant.
7. At any time before the Award Date, the Contact Officer may (in its absolute discretion) notify the Panel Consultant by email that the Commonwealth requires the Panel Consultant to provide to the Contact Officer by email by the time and date specified in the notice evidence:
	* 1. that it has obtained accreditation in accordance with the WHS Accreditation Scheme (including any expiry dates for such accreditation); or
		2. that it has taken steps to obtain accreditation in accordance with the WHS Accreditation Scheme; and
		3. regarding any other information concerning the Panel Consultant relevant to the WHS Accreditation Scheme.

**DEFINITIONS**

For the purposes of Annexure F:

1. **Building Work** has the same meaning as in section 5 of the *Federal Safety Commissioner Act 2022* (Cth).
2. **WHS Accreditation Scheme** means the Work Health and Safety Accreditation Scheme in force pursuant to section 43 of the *Federal Safety Commissioner Act 2022* (Cth).