Australian Government

Defence

# CAPITAL FACILITIES AND INFRASTRUCTURE (CFI)

# Tender Evaluation and Probity Protocol

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## PURPOSE

1. This Tender Evaluation and Probity Protocol (**Protocol**) details the evaluation strategies and methodologies for the procurement activities conducted by Capital Facilities and Infrastructure (**CFI**) Branch.

## PROBITY MANAGEMENT

2. All procurement activities will meet the requirements of the *Public Governance, Performance and Accountability Act 2013* (Cth), Commonwealth Procurement Rules (**CPRs**), applicable Defence Instructions and Accountable Authority Instructions, the Defence Procurement Manual and relevant Estate Resources Information Kiosk (**ERIK**) policies and procedures with respect to the receipt, handling and evaluation of submissions.

3. As soon as possible following the engagement of an external Probity Adviser, the CFI Project Director/Officer and external Probity Adviser will agree and document a tailored probity plan that is specific for the project procurement activities. Where no external Probity Adviser is (or is yet to be) engaged, the CFI Standard Probity Protocols at **Annex A** to this Protocol must be used and references to '**Probity Adviser'** in this Protocol are to be read as references to the Director, Quality Assurance, Quality and Compliance, who will be the Probity Adviser for that specific procurement activity.

## APPROACH TO MARKET CLOSING AND RECEIPT OF SUBMISSIONS

4. For each procurement process conducted, all Applicants (responding to an Invitation to Register Interest (**'ITR'**)) or Tenderers (responding to a Request for Proposal/Tender (collectively, **'RFT'**)) will be advised, via the request documentation, of the closing date and time for lodging a submission in response to an ITR or to an RFT (**'submission'**).

5. After the closing date and time, submissions will be downloaded from AusTender in accordance with the latest ERIK guidance on electronic tender box opening (unless submissions were requested to be emailed). The person receipting submissions should be an independent person who will have no involvement in the evaluation of the submissions. They should also ensure that any response files containing pricing information are saved in a separate folder that cannot be accessed by evaluators.

6. Submissions received (excluding any pricing information) will be distributed to the Chair of the Evaluation Board to enable the Chair to conduct a conformance check.

7. The Chair must not admit a late submission to evaluation unless advice has been received from the Probity Adviser that such an action is permitted by the CPRs and agreement has been obtained from Director Quality Assurance and Compliance.

8. After conducting a conformance check, the Chair will distribute to Board members: those submissions (excluding pricing) that are found at the time to be conforming, a copy of this Protocol, the project specific probity plan, and pro forma scoring sheets tailored for the procurement activity. In appropriate cases, this may be achieved by use of an Administrative Instruction (template available on ERIK and CFI Resource Centre).

## GENERAL PRINCIPLES OF EVALUATION

9. Each evaluation will comply with the requirements of this Protocol unless there has been prior written approval of an amendment to the Protocol by the Delegate. Amendments should not be made to the Protocol after the closing date and time of the relevant procurement activity except with advice from the Probity Adviser.

10. The Chair will refer any proposed departure from this Protocol to the Probity Adviser for advice. All departures will be documented in the Evaluation Board Report.

11. Each evaluation should be completed as expediently as circumstances permit.

12. Each Board member will review each submission independently, without reference to any other person (including other Board members and referees), and will record their commentary and initial scoring against the weighted evaluation criteria. When scoring submissions, each Board member must have regard to the agreed **Ten Point Evaluation and Risk Scoring Guide** provided at **Annex B**.

13. Once an Evaluation Board is convened, the evaluation will be conducted in a collaborative manner in order to agree upon Board agreed scores and recommendations. Where the Board cannot achieve consensus it will be recorded in the Evaluation Board Report. (Dissenting reports are covered in paragraph 92 below.)

14. In completing the evaluation, the Board must satisfy itself that the recommendation of the shortlist to be invited to submit a Tender following the conduct of the ITR, or of a preferred Tenderer/Contract Award following the conduct of an RFT, will result in the achievement of value for money for the Commonwealth.

15. All Board members will sign the Evaluation Board Report prior to its submission to the Delegate.

## EVALUATION BOARD MEMBERSHIP

16. For each procurement activity, and before any evaluation of submissions commences, each Board member must complete an AF220 Defence Conflict of Interest Declaration Form which either: declares any conflicts of interest (actual, potential or perceived); or declares there are no conflicts of interest (as the case may be) in performing their duties as a Board member. Unless the latest version of the ERA provides otherwise, the 'Decision Maker' on the AF220 form will be the CFI Director or Executive Director, who will assess any declared interests and relationships and determine whether they are conflicts requiring management (this has been delegated from the DGCFI). Any Board member who is not an APS employee or ADF member must complete the Conflict of Interest Declaration Form and Confidentiality Deed (both available on ERIK).

17. It is the Chair's responsibility to ensure that all Conflict of Interest Declarations and Confidentiality Deeds have been completed, assessed (by the CFI Director or Executive Director when interests or relationships been declared) and filed before providing Board members with access to the submissions. Copies of completed declarations (including AF220 forms) must also be provided to the Probity Adviser. The CFI Director or Executive Director may request the assistance of the Director DQAC or the Probity Adviser when determining whether a declared interest or relationship gives rise to an actual, potential or perceived conflict of interest, and to determine what (if any) conflict management steps are appropriate in the circumstances.

18. The Chair may only convene the Board after each Board member has finalised their individual assessments of the submissions. At any stage of the evaluation process, if a Board member identifies a further interest or relationship that may give rise to an actual, potential or perceived conflict of interest, the Board member must complete a further AF220 form (or Conflict of Interest Declaration) and pause their involvement in the evaluation until their declaration has been assessed and cleared by the CFI Director or Executive Director.

19. The composition of each Board is defined at **Annex G**.

20. At the commencement of the Board, the Chair will ask all Board members to confirm that they each had sufficient time to assess the submissions, that they have no undeclared interests or relationships that may constitute a conflict of interest in relation to the submissions or any of the Applicants or Tenderers and, in the case of a Tender Evaluation Board in an RFT process, that they have had no visibility of pricing (including pricing of alternative proposals).

## ADVISERS AND OBSERVERS

21. If an external Probity Adviser has been engaged, they will attend Evaluation Board meetings in order to discharge their responsibilities. The Probity Adviser is not

a member of the Evaluation Board.

22. **Annex G** describes the identity and scope of any specialist advisers that may assist Evaluation Board members understand or interpret aspects of submissions. Any requests for such advice must be coordinated through the Chair, and advice received must be documented and filed in Objective for audit purposes.

23. Observers may attend Board meetings with the Chair's permission and their attendance should be recorded in the Evaluation Board Report. Observers are not members of the Board and must not contribute to any discussions of the Board.

24. Any observer who is not an APS employee or ADF member must complete, sign and return a Confidentiality Deed to the Chair before their attendance.

## SCRIBE OR STENOGRAPHER

25. Prior to the Board being convened, the Chair will consider whether to engage a scribe or stenographer to transcribe Evaluation Board discussions (including Key Personnel Interviews, if conducted).

26. In making this decision, the Chair needs to consider whether the cost of the scribe or stenographer is justified, taking into account the requirements of the project and the likely complexity of the evaluation process.

## EVALUATION PROCESS

27. The evaluation will comprise three distinct stages:
   a. Conformance Check by the Chair;
   b. Individual Board Member Assessments of conforming submissions; and
   c. Evaluation Board Assessments of conforming submissions.

## CONFORMANCE CHECK

28. Prior to distributing submissions to the Board, the Chair will conduct a conformance check to ensure that each submission received complies with the conformance requirements published in the request documentation. The Chair should be satisfied that:
   a. each submission has, subject to the CPRs, been received by the closing date and time in the manner specified in the request documentation;
   b. each submission has, subject to paragraph 30, met all minimum form and content requirements specified in the request documentation; and
   c. each Applicant or Tenderer meets all conditions of participation specified in the request documentation.

29. The Chair may delegate this role to the independent person responsible for downloading and receipting submissions, who will not be a member of the Board. The Evaluation Board Report should record which individual completed the conformance check, and the conformance check outcomes should be annexed to the report.

30. Only those submissions that satisfy the conformance requirements will be admitted to evaluation, unless the failure to satisfy a minimum form and content requirement falls within the allowable discretion provided for in the relevant request documentation. Any discretion to allow the correction of a failure to satisfy a minimum form and content requirement in a submission must be exercised equitably and in accordance with the CPRs.

31. Where the Chair finds that there is a question regarding the conformance of any submission, the question must be referred to the Probity Adviser for advice. Any determination by the Chair that a submission is non-conforming must be considered and agreed to by the Director Quality Assurance and Compliance (even if a Probity Adviser has advised on the question) before tabling at the Board meeting. The Director Quality Assurance and Compliance will advise the Chair on the process of excluding any non-conforming submissions.

32. The Chair is not required to conduct a detailed check to determine whether submissions may depart from, limit or otherwise qualify the contract (where this is a minimum form and content requirement) during this stage of evaluation. However, if during any stage of evaluation, a Board member identifies language within a submission which indicates a potential departure from or qualification to the contract, the Chair will determine whether a conformance question arises. Any questions regarding the conformance of a submission will be dealt with in accordance with paragraph 31.

**(Optional) Lodgement Tenderer Presentations**

33. Before individual Board members commence their evaluation (i.e. before they have access to the submissions), the Chair may (through the ITR/Tender Administrator) issue a notice to each conforming Tenderer requiring it to deliver a Lodgement Tenderer Presentation of its submission to the Board. This should occur if the Delegate has approved such an approach *in advance of the request documentation being issued/released*, and will generally only be relevant to an RFT stage evaluation. (In some cases, to reduce the costs of tendering to industry and the time taken to evaluate submissions, the Delegate may approve that the request documentation specifically require the Tenderer to present a section of its submission in lieu of a detailed written response schedule.)

34. Any Lodgement Tenderer Presentations that occur during this stage will be transcribed by the appointed Board Secretary and supervised closely by the Probity

Adviser, who will ensure that the protocols at **Annex C** are understood and observed by the Board members and the Tenderer. These protocols are directed at minimising the risk of a Tenderer unfairly using this as an opportunity to modify or improve its submission, and otherwise maintaining the integrity of the evaluation.

## INDIVIDUAL BOARD MEMBER ASSESSMENTS

35. The evaluation criteria and weightings that apply to each stage of each procurement are defined at **Annex F** and must be consistent with what has been included in the request documentation. Any project specific changes to the evaluation criteria and weightings must be approved by the Delegate before the request documentation is issued or released.

36. The Ten Point Evaluation and Risk Scoring Guide at **Annex B** applies to all evaluation processes excluding procurements from the Legal Services Panel.

37. Once the conformance check has been completed, conforming submissions will be distributed to the remaining Board members (as provided in paragraph 8) for the commencement of individual Board member detailed assessments. The Chair is responsible for ensuring that all submissions are distributed in a manner that protects submissions from unauthorised disclosure, and otherwise complies with any applicable Defence security policies.

38. Individual Board members will score each submission by reference to the weighted evaluation criteria at **Annex F** <u>using whole number scores only</u> from the Ten Point Evaluation and Risk Scoring Guide at **Annex B**. Individual Board members will bring detailed notes on their assessments to the Evaluation Board meeting to refer to during the “Board Detailed Assessment of Submissions” stage (described below).

39. If any Board member believes a submission may be non-conforming, they will refer this to the Chair who will follow the same process outlined in paragraph 31.

## EVALUATION BOARD ASSESSMENTS

40. After the completion of “Individual Board Member Assessments”, the Board will meet to discuss the submissions. This stage of evaluation comprises these steps:

a. Board Detailed Assessment of Submissions;
b. Board Comparative Assessment of Submissions; and
c. Shortlisting (for ITR stage); or
d. Value for Money Assessment (for RFT stage).
    (1) Board to suspend to undertake detailed *individual* assessment of VFM;
    (2) Board to reconvene for detailed VFM assessment of each submission (including with reference to the pretender estimate);
    (3) Board to undertake comparative VFM assessment; and

(4) Identification of preferred tenderer(s).

41. Where an external Probity Adviser has been appointed, they will provide a probity briefing to all Board members on their responsibilities. The briefing must occur no later than at the commencement of the first meeting of each Evaluation Board.

42. Where no external Probity Adviser has been appointed, the Chair must deliver a probity briefing to the Evaluation Board addressing the matters in **Annex A**.

**Board Detailed Assessment of Submissions**

43. Each submission will be discussed in its entirety across all weighted evaluation criteria before moving onto the next submission. Board members will evaluate the particular strengths and weaknesses of the submission, having regard to the applicable evaluation criterion and the Ten Point Evaluation and Risk Scoring Guide in **Annex B**. Comparisons between the submissions must **not** occur at this stage.

44. If a scribe or stenographer is not engaged, a nominated member of the Board, in addition to contributing to the Detailed Assessment of Submissions discussion, will act as Board Secretary and record the discussion for use in developing the Evaluation Board Report, and also for use in the debrief of Applicants or Tenderers. If a scribe or stenographer is engaged, the scribe or stenographer will record the Board deliberations but must not contribute to the discussions in any way.

45. For each submission, the Board will agree a Preliminary Board Agreed Score (1st Stage) against each weighted evaluation criterion <u>using whole number scores only</u>.

46. Once Preliminary Board Agreed Scores (1st Stage) have been awarded against all weighted evaluation criteria for all conforming submissions, the Board will then consider responses against the non-weighted evaluation criteria which according to the request documentation are to be evaluated with reference as to whether or not the evaluation criterion is met ('**Yes/No evaluation criteria**').

47. Specifically, the Board will consider whether any risks or concerns arise which need to be included in the Evaluation Board Report for the Delegate's awareness, raised with the respective Applicant or Tenderer in the debrief, or included in negotiations if the Tenderer becomes a preferred Tenderer. The Board will award a 'Yes' or 'No' in respect of these Yes/No evaluation criteria and include reasons for that determination in the Evaluation Board Report.

48. After completing the "Board Detailed Assessment of Submissions" in the manner described in this section, the Board may determine that a submission is clearly

uncompetitive, in which case the submission may be set aside from further evaluation. In order to determine the competitiveness of the conforming submissions, the Board may calculate the preliminary total weighted scores and rankings. The Board must record for inclusion in the Evaluation Board Report the reason(s) the submission was considered clearly uncompetitive. For those remaining (competitive) submissions, the Board will consider whether it will require the Applicant or Tenderer to provide a (further) presentation of its submission, seek referee reports, request clarification or conduct Key Personnel Interviews (collectively, **'verification activities'**).

49. If the Board considers that one or more of the verification activities identified in paragraph 48 are required, the Board will complete them at this point of the evaluation in accordance with paragraphs 51 to 64 and **Annex D**, as applicable. Once any verification activities have been completed, the Board will reconvene and consider whether the outcomes of these verification activities warrant changes to the Preliminary Board Agreed Scores (1st Stage). If any Preliminary Board Agreed Scores (1st Stage) are revised, they will become the Preliminary Board Agreed Scores (2nd Stage)). The Board can then move to the Comparative Assessment stage.

50. The justification for any adjustments to the Preliminary Board Agreed Scores (1st Stage) as a result of the verification activities referred to in paragraph 48 must be documented in the Evaluation Board Report.

**Conduct of Verification Activities (Assessment Tenderer Presentations, Referee Reports, Clarifications and Key Personnel Interviews)**

Assessment Tenderer Presentations

51. Tenderers should generally only be requested to present their submission after the award of Preliminary Board Agreed Scores (1st Stage) in exceptional circumstances and with the endorsement of the Delegate or Executive Director. To ensure fairness, all Board members must consider the probity risks associated with Assessment Tenderer Presentations, especially the risk that tenderers use these as 'bid repair' opportunities.

52. The Probity Adviser will closely supervise the conduct of any Assessment Tenderer Presentations undertaken at this stage, ensuring compliance with the protocols at **Annex C** by all attendees. The Probity Adviser will provide a probity briefing to the Board and ensure that Board members understand the importance of compliance with the protocols.

53. Observers may attend an Assessment Tenderer Presentation with the Chair's permission, however, they must not contribute to any discussions or ask questions.

54. The Evaluation Board Report must include a summary of the presentation, attendees, and answers to questions provided, and also detail any instances where the Assessment Tenderer Presentation resulted in an adjustment by the Board to the Preliminary Board Agreed Scores (1st Stage).

Referee Reports

55. At the conclusion of the Board Detailed Assessment of Submissions, the Board may obtain and have regard to referee reports for Applicants or Tenderers, or their personnel, to confirm information provided in the submissions or to identify risks.

56. Referee reports may be obtained from referees other than those nominated in the submission, provided doing so is not inconsistent with the evaluation process detailed in the request documentation and advice is obtained beforehand from the Probity Adviser. Typically, a referee will be a person independent from the Board and the Project. A Board member should not provide a referee report unless the referee report has been provided by the Board member before the closing date and time for the relevant procurement activity.

57. Details of all referee reports requested and/or obtained are to be included in the Evaluation Board Report, including details of any adjustments made by the Board to the Preliminary Board Agreed Scores (1st stage) based on referee comments.

58. Where the Board determines a need for referee reports (for example, for all competitive submissions, or to distinguish between two or more similarly ranked submissions) the Board will agree on a set of substantially consistent questions for all referees, unless there is a specific issue affecting a particular submission.

59. The Chair or their delegate will then:

a. meet with the referees (via teleconference if appropriate) in the company of at least one other Board member to ask the agreed questions and record the answers for consideration by the Board; or
b. ask the agreed questions of the referee alone, provided the referee has agreed to sign a record of the conversation to verify the accuracy of the report before it is provided to the other Board members; or
c. ask the referee for a written report addressing the agreed questions, which will be provided to all Board members for consideration.

60. The Chair may request (through the ITR/Tender Administrator) referee reports at their discretion during earlier stages of the evaluation process (e.g. during the Individual Board Member Assessments stage); however, the Board (including the Chair) may not have regard to those referee reports until this stage of the evaluation process (i.e. once Preliminary Board Agreed Scores (1st stage) have been agreed).

Clarifications

61. During any stage of evaluation, the Board may request, in writing and through the ITR/Tender Administrator, clarification of information provided by Applicants or Tenderers in their submissions. Clarification questions must be approved by the Chair.

62. Clarifications arising out of the weighted and/or Yes/No evaluation criteria responses should be sought at the end of the Detailed Assessment of Submissions. Clarification is permitted only if information provided in a submission is not capable of evaluation because it is uncertain, ambiguous or inconsistent. Clarification should be sought in writing, with the input of the Probity Adviser if possible.

63. If a response goes beyond the scope of the clarification request by attempting to introduce materially new information not included in the submission as lodged which, if taken into account, could unfairly enhance or repair the submission, the part of the response attempting to introduce such information must not be considered.

Key Personnel Interviews

64. Key Personnel Interviews may be conducted at this stage in accordance with the protocols at **Annex D**.

**Board Comparative Assessment of Submissions**

65. At the commencement of the "Board Comparative Assessment of Submissions" stage, the Board may determine that a submission, based on the outcome of the previous Detailed Assessment stage, is clearly uncompetitive, in which case the submission may be set aside from further evaluation. In order to determine the competitiveness of the conforming submissions, the Board may calculate the total Preliminary Board Agreed Scores (2nd Stage) and resultant (technical) rankings. The Board must record for inclusion in the Evaluation Board Report the reason(s) a submission was considered clearly uncompetitive.

66. During the Comparative Assessment, the Board will compare the Preliminary Board Agreed Scores (2nd Stage) awarded across all submissions received to either confirm or adjust the Preliminary Board Agreed Scores (2nd Stage). In assessing each submission in relation to the others, the Board will ensure each submission is assessed on its demonstrated merit by ITR/Tender Schedule and without reference to total weighted scores or rankings or other irrelevant considerations (administrative matters, presentation or interview style). Comparisons between submissions will reduce the likelihood of any relative imbalance between Preliminary Board Agreed Scores (2nd Stage).

67. Half scores may be used at this point if considered necessary by the Board to

differentiate between submissions of similar, but not equal, merit. The Board Secretary (or scribe or stenographer, if appointed) will record the discussions and comments comparing and contrasting the various submissions' Schedule responses for inclusion in the Evaluation Board Report.

68. Having finalised the Board Agreed Scores and determined the rankings of each submission based on technical merit, the Board will proceed to either Shortlisting (if conducting an ITR process) or the Value for Money (**'VFM'**) assessment (if conducting an RFT process).

**Shortlisting Assessment (ITR only)**

69. For two stage procurement processes, at the ITR stage, the Board will recommend a shortlist comprising the number of entities specified in the ITR (or, if a number is not specified, up to 5 entities) that will be invited to submit a Tender in response to an RFT. The shortlist should not recommend a lower ranked submission ahead of a higher ranked submission unless, as a result of an identified risk, the Board concludes the higher ranked submission is not suitable. The Board Secretary (or scribe or stenographer, if appointed) shall record the discussions of the shortlisting assessment stage for inclusion in the Evaluation Board Report.

**Value for Money Assessment (RFT only)**

70. At the commencement of the VFM assessment of submissions received in response to an RFT, the Board may determine that a submission, based on the outcome of the previous "Board Comparative Assessment of Submissions" stage, is clearly uncompetitive, in which case the submission may be set aside from further evaluation. The Board Secretary (or scribe or stenographer, if appointed) must record for inclusion in the Evaluation Board Report the reason(s) the submission was considered clearly uncompetitive.

71. The Chair will distribute to Board members the response schedules containing pricing and financial information, including as they relate to any alternative proposals. The Chair will suspend the Board to allow individual Board members to conduct their own individual, detailed VFM assessments against the pricing (and any other) VFM evaluation criteria in the Tender Documents.

72. Board members will individually assess submissions by reference to the pre tender estimate and strengths and risks identified during the technical assessment to determine if each tender (and alternative proposal, if applicable) represents VFM. Individual Board members will prepare notes on their VFM assessments to talk to when the Chair reconvenes the Board to agree on the final Board agreed VFM assessment.

73. If any Board member believes a submission may be non-conforming, they will refer this to the Chair who will follow the same process outlined in paragraph 31.

74. Once individual VFM assessments have been completed, the Chair will reconvene the Board so it may determine whether each submission represents VFM. If a submission is clearly uncompetitive and does not represent VFM, the Board may agree to set it aside before it commences a comparative VFM assessment.

75. The comparative VFM assessment involves consideration by the Board of all Tenderers' financial, price or fee offer (and, as applicable, responses to any other non-weighted VFM evaluation criteria) against the finalised Board Agreed Scores, together with any risks associated with the submission, additional value and whole of life implications. The Board will then agree a preliminary VFM merit list, ranking conforming Tenders from best VFM to poorest VFM, to inform the recommendation as to either a preferred Tenderer list (where negotiations are required) or a contract award (where no negotiations are required to accept the Tender).

76. The Board Secretary (or scribe or stenographer, if appointed) must record the discussions and comments during the VFM assessment stage for inclusion in the Evaluation Board Report.

**ALTERNATIVE PROPOSALS (RFT only)**

77. The relevant request documentation may provide Tenderers the opportunity to submit an alternative proposal in addition to a conforming Tender.

78. The Board will evaluate any alternative proposals that the Chair is satisfied has been submitted together with a conforming Tender. This includes alternative proposals submitted by those Tenderers whose conforming tenders have been set aside from further evaluation during earlier stages.

79. Alternative proposals will not be scored. The Board will determine if any alternative proposal offers a superior VFM outcome when compared against the highest ranked VFM conforming Tender. In evaluating alternative proposals, consideration should be given as to whether the alternative proposal offers additional benefit to Defence such as reduced risk, more product, financial savings or early completion where time is critical.

80. If there is any uncertainty regarding how alternative proposals are to be considered, advice will be sought from the Probity Adviser. However, as a general rule, the Chair may release those parts of an alternative proposal that do not include any financial or pricing information to Board members during the Individual Board Member Assessment Stage to allow Board members additional review time (and, for

example, to obtain advice on the alternative proposal from the legal adviser, CFI Executive Director, Director Quality Assurance and Compliance , programmer, QS or DSC). Financial aspects of alternative proposals must only be released to Board members once the VFM assessment for all conforming Tenders has been completed and a highest ranked / preferred Tenderer has been identified (see paragraph 75).

81. Advice must be sought from Director Quality Assurance and Compliance if the Board is considering accepting any alternative proposal that requires significant amendment or departure to standard terms and conditions of the Contract in Part 5 of the Tender Documents, or to the terms of any current Deed of Standing Offer for panel arrangements. This amendment or departure would be further than a tailoring of the terms to meet the specific need of the project.

## FINANCIAL REPORTS

82. The Board may request and obtain a financial report from a Financial Risk Analysis company to confirm the financial standing and capacity of one or more Applicants or Tenderers (unless the Delegate or the PDDP Part 2 mandates financial viability checks, in which case the Chair is responsible for ensuring this occurs in respect of the shortlisted Applicants or preferred Tenderer(s)). Where a financial report is obtained, it will be included as an attachment to the Evaluation Board Report and the Board will reconvene to consider the report. Any adverse findings contained in a financial report must be summarised in the Evaluation Board Report with an explanation as to the extent to which (if any) it affected the Board's deliberations.

## PARTICULAR ISSUES AFFECTING THE PROCUREMENTS

### Shadow Economy Procurement Connected Policy

83. For those procurements to which the Shadow Economy Procurement Connected Policy applies, the Chair (through the conformance check process) must be satisfied that the Applicants and Tenderers (as applicable) have provided all valid and satisfactory Statement(s) of Tax Record from the Australian Taxation Office that are relevant to their entity type as part of the ITR stage (for two stage procurements) or RFT stage (for single stage procurements). The Chair is responsible for checking and ensuring that the preferred Tenderer's satisfactory Statement(s) of Tax Record will be valid on the anticipated contract award date.

### Australian Government building and construction industry Work Health and Safety (WHS) Accreditation Scheme – RFT Stage

84. For those procurements within the scope of the Office of the Federal Safety Commissioner's (OFSC) administration of the Australian Government building and

construction industry Work Health and Safety (WHS) Accreditation Scheme (the **Scheme**):

a. at the conclusion of evaluation, the Evaluation Board must satisfy itself that the preferred Tenderer is either accredited under the Scheme, or has reasonable prospects of being accredited under the Scheme prior to a contract being executed; and
b. as part of the Contract Approval process, the Office of the Federal Safety Commissioner will be advised of the proposed Contract award.

Outstanding Employee Entitlements and Judgements

85. Applicants and Tenderers are asked to confirm they have no judicial decisions against them relating to employee entitlements (not including decisions under appeal) at the time of submission. In accordance with the CPRs, the Commonwealth must not enter into contracts with Tenderers who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and who have not satisfied any resulting order.

Indigenous Opportunities

86. For those procurements to which the Indigenous Procurement Policy (**'IPP'**) applies, the Board will, at the conclusion of evaluation, satisfy itself that the preferred Tenderer has submitted a complying Indigenous Participation Plan that has met the requirements of the IPP as stated in the request documentation.

Local Industry Capability Plans

87. Unless an exemption has been approved by the Delegate in the PDDP on the basis that the additional burdens for Defence and industry arising from compliance with the *Defence Policy for Industry Participation* would disproportionately exceed the potential benefits:

a. for PMCA and DSC procurements valued at or above $4 million, and
b. for all procurements of construction services valued at or above $7.5 million,

the Board will, at the conclusion of evaluation, satisfy itself that the preferred Tenderer has submitted a complying Local Industry Capability Plan that has met the requirements of the Defence Policy for Industry Participation.

## BOARD RECOMMENDATIONS AND REPORTS

88. In the case of any procurement being conducted as a two stage process, for the ITR stage, the Board will produce a final agreed ranking of Applicants and a

recommendation to the Delegate on which Applicants should be shortlisted and invited to submit a Tender, balancing the objective of encouraging competition while having due regard to the costs of tendering to industry. The shortlist should be restricted to those Applicants that have a genuine prospect of succeeding at the RFT stage, as demonstrated by their ITR submissions.

89. In the case of an RFT, the Board will ensure the final recommendation for a preferred Tenderer(s) or for contract award is based on best VFM, as determined in the "VFM Assessment (RFT only)" section above.

90. The evaluation process will result in a full Evaluation Board Report, in accordance with this Protocol, for consideration by the Delegate, with justification for the following:

a. in the case of an ITR process, the recommended shortlist; or
b. in the case of a RFT process, either:
   (1) the recommended preferred Tenderer list (where negotiations are required); or
   (2) the recommended contract award (where no negotiations are required to accept the Tenderer's offer).

91. The Board may recommend second and subsequent preferred Tenderers on the basis that their Tenders also offer VFM and such Tenderers are, accordingly, also suitable to award a contract to if, for any reason, a contract is not entered into with the preferred Tenderer. All Tenders not offering VFM will be recommended as 'declined'.

92. The Probity Adviser will review a draft of the Evaluation Board Report. Board members will address any comments from the Probity Adviser before formally agreeing to the record of the evaluation process by individually signing the Evaluation Board Report. If individual Board members do not agree with any of the finalised Board Agreed Scores or the Board recommendation, they must provide a dissenting report to the Delegate which will be attached to the Evaluation Board Report.

93. Where an external Probity Adviser has been engaged, a Probity Adviser Report will be completed by the Probity Adviser after the Probity Adviser has reviewed the final (signed) version of the Tender Evaluation Board Report. The Probity Adviser Report is required to be attached to the Evaluation Board Report and will contain all completed Conflict of Interest Declarations in an annexure.

94. The final Evaluation Board Report will then be submitted for Executive Review and Approval (**ERA**).

## EXECUTIVE REVIEW AND APPROVAL

95. The purpose of the Executive Review and Approval (by the Delegate) is to

certify that the outcomes of the Evaluation Board Report meet transparency, defensibility and accountability requirements and confirm that the recommendation made is suitably justified in terms of VFM and probity.

96. The Executive Review and Approval also ensures that the appropriate process has been followed. The ERA process does not duplicate the role of the Probity Adviser; rather it is the final gateway before the Delegate makes a decision as to whether to accept the Board's recommendations.

97. If negotiations with a preferred Tenderer are recommended, a Negotiation Plan must also be attached to the Evaluation Board Report and is subject to Executive Review and Approval. If negotiations are not required, a 'Contract Approval Financial Submission' will be provided with the Evaluation Board Report for Executive Review and Approval.

98. Following Delegate approval of the Evaluation Board Report and any other relevant documents, where negotiations are required, the Chair or their delegate will advise the preferred Tenderer of its preferred status and the Chair will make arrangements for contract negotiations.

99. Once Financial Approval has been obtained, the Chair can notify the successful Tenderer and execute the contract.

## NOTIFICATION AND DEBRIEFING

100. In accordance with the CPRs, the Chair will notify unsuccessful Applicants or Tenderers in writing via the ITR/Tender Administrator promptly following Delegate approval of the Evaluation Board Report where offers have been declined, or following execution of the contract where offers were second, third (etc) preferred and set aside. The notification will include an offer for a debrief. Successful Applicants or Tenderers will also be offered a debriefing.

101. The purpose of a debriefing is to assist the Applicant or Tenderer improve the quality of future submissions. Debriefings must focus on the submission's strengths and weaknesses against each of the evaluation criteria including responses to unweighted (non-scored) ITR/Tender Schedules, and any risks or issues noted by the Evaluation Board. Feedback provided during a debriefing must be limited to the commentary recorded in the approved Evaluation Board Report.

102. It must be made clear to all attendees at the start of the debriefing that no discussion regarding another Applicant or Tenderer, or their submission(s), will be permitted, and that neither the number of Applicants or Tenderers that participated in the procurement nor any overall or individual technical scores will be provided. Further guidance is available on ERIK, but it is important to note that:

a. For ITR stage debriefings, no information about the subsequent RFT stage will be provided, including the names of the shortlisted Tenderers.
b. For RFT stage debriefings, the Tenderer's overall VFM ranking may be provided, as well as the name of the successful Tenderer and the agreed Contract price. However, no other information about another Tenderer or Tender must be provided, and care must be taken to ensure such information cannot be inadvertently revealed by the making of 'comparative statements' when giving feedback.

103. The debriefing should not conclude formally until the Applicant/Tenderer has been given an opportunity to provide Defence with feedback on the conduct of the procurement process, and to ask further questions about the feedback it has received on its submission. Any answers to those questions must be consistent with the commentary recorded in the Evaluation Board Report. The debriefing can then be formally concluded and the Applicant/Tenderer may then be given 'administrative feedback' on matters that were not taken into account in the scoring or recommendations, but would improve future submissions (e.g. spelling and grammatical errors, formatting and presentation etc.). A formal record of the debriefing must be retained capturing the attendees, the content and any subsequent questions/answers, and this must be saved in Objective.

## SECURITY AND CONFIDENTIALITY

104. Following the conclusion of the Evaluation Board, the Chair will be responsible for the security of submissions and their proper filing in Objective until the time for archiving or disposal. Original submissions will be retained. The Chair will be responsible for the destruction and disposal of any hard copies of submissions.

105. All Board deliberations are "commercial-in-confidence" and will be treated accordingly.

## ANNEXES:

A CFI Standard Probity Protocols
B Ten Point Evaluation and Risk Scoring Guide
C Tenderer Presentation Protocols
D Key Personnel Interview Protocols
E Evaluation Board Guidance / Checklist (ITR/RFT)
F Evaluation Criteria and Weightings
G Evaluation Board Memberships

## ANNEX A - CFI STANDARD PROBITY PROTOCOLS

### Purpose of the Probity Briefing

It is important that any action taken, or decision made, by any Defence personnel (which include personnel contracted to Defence), is taken or made on a foundation of compliance with probity principles. In short, any action or decision should be tested against applicable probity principles before it is taken or made.

The following are the core probity principles that are to be briefed to personnel undertaking procurement activities for low risk/low cost projects.

### Probity Principles

Confidentiality and Security

In response to request documentation, Applicants or Tenderers will supply significant amounts of information they consider confidential and commercially sensitive that must not fall into the hands of their competitors or made public. Accordingly, it is essential that you secure all relevant procurement documentation and information from any unauthorised access (physical and electronic) and confine all discussions regarding Applicants or Tenderers and their submissions to only those necessary for Board evaluation discussions, and otherwise on a strict “need to know” basis only.

- Do not mention details of the evaluation to other members of the Branch/Division, unless they “need to know”
- Never discuss the evaluation outside of the work environment.
- Ensure that your area within Objective is secure and only allows access to relevant project personnel.
- Do not leave submissions, evaluation narrative or scoring outcomes on your desk unattended (or on your PC screen unlocked).
- Evaluation Board Assessments must be undertaken in a secure room where you cannot be overheard.
- If you leave the secure room during the course of an evaluation, always ensure the room is locked.
- Do not discuss any aspects of the evaluation outside of the secure room – e.g. over lunch or in a public space.

Conflicts of Interest

Defence Instruction AG5 mandates conduct relating to declaring, recording and managing conflicts of interest in Defence. All Board members must identify and declare any conflicts in a timely manner in accordance with this Instruction.

If you have any of the following, you must declare these using the AF220 Defence Conflict of Interest Declaration Form (or, for non-APS/ADF contractors, the template declaration form on ERIK):

- Previous employment – if you have previously worked with this Applicant / Tenderer or within this industry
- Personal and family relationships – if you have a personal relationship with any of the personnel from the Applicant / Tenderer (including a proposed subcontractor), or if the circumstances of any relative or close personal friend will be detrimentally or advantageously affected by any outcome in the process
- Outside employment – if you have any associations with the Applicant / Tenderer within your secondary employment, or if you have been offered an opportunity of possible employment from the Applicant / Tenderer, whether recently or in the past
- Offers of Gifts, Benefits or Hospitality – if you have ever been offered or received a gift, benefit or hospitality from the Applicant / Tenderer
- Volunteer or unpaid work – if you have any dealings with the Applicant / Tenderer (or the broader industry) in the course of your extracurricular activities
- "Business as Usual" ('**BAU**') relationships – if you have had, or are expected to have, professional day-to-day dealings with an Applicant / Tenderer due to your role within Defence (especially if your role includes contract and performance management of contractors)
- Financial interests – if you have a financial interest in an Applicant / Tenderer
- Personal opinions – if you hold any personal opinions (including those informed by past professional experiences with the Applicant / Tenderer, or other strong personal feelings) that would lead an outsider to reasonably question whether you could perform your role as an evaluator in an objective, fair and impartial manner

They may represent an actual or potential conflict of interest or create the environment of a perceived conflict of interest and the circumstances must be disclosed.

Even if you personally don't believe that there is a conflict of interest these circumstances could be misconstrued by an outside observer as a probity issue and, therefore, they must be disclosed. Declarations must be recorded within evaluation records and managed accordingly to ensure transparency of the process and equitable treatment of the Applicants or Tenderers during evaluation.

The obligation to disclose interests is an ongoing obligation, so it is important to reassess your position at each new procurement stage, and update your declaration

if any new interests arise.

[**Note**: *In giving this Probity Briefing ask if there are any conflicts of interest that exist for that evaluation process. These may not be immediately apparent until the Board members are given access to the submissions and are able to view the nominated key personnel. Advise accordingly and ensure that the result of that discussion is recorded on the Evaluation Board Report].*

Contact with Applicants or Tenderers

- Avoid contact with any Applicant or Tenderer personnel beyond any normal day to day BAU contact in relation to existing projects.
- Do not enter into conversations with Applicant or Tenderer personnel about the status of ongoing ITR or RFT processes. Remind them of the formal contact structure that is listed within the ITR or RFT (usually this means referring all questions or discussion about the ITR or RFT to the ITR/Tender Administrator email address in the request documentation).
- Report to the Evaluation Board Chair any unusual contact that relates directly to a submission being evaluated.

Media

If you get any queries from the media on this or any procurement activity, refer that request to the Evaluation Board Chair immediately.

Gifts and Hospitality

Do not seek or accept the offer of any gifts, hospitality or any other benefits from any Applicant or Tenderer. Immediately notify the Evaluation Board Chair if any of these are offered by any Applicant or Tenderer and update your AF220 Conflicts of Interest Declaration Form in accordance with Defence Instruction AG5.

Offers of Employment

If prior to the completion of the procurement process you are approached by any Applicant or Tenderer in connection with an offer of employment (or other business opportunity for your employer, if you are a Contractor to Defence), you must immediately inform the Evaluation Board Chair. This will enable formal probity advice to be sought and steps to be put in place to protect the process and you from being compromised.

**During the Evaluation**

Fair and Equitable Treatment

Ensure you are fair and equitable across all submissions:

- Do not treat any of the Applicants or Tenderers in a way that could be viewed as being unfair or unreasonable
- Do now show favoritism or bias in the treatment of any one, or group of Applicants or Tenderers ahead of others
- Adopt and apply a consistent methodology in your assessment
- Be sure to confine your evaluation to the material provided in the ITR or RFT
- Do not allow any prior knowledge of an Applicant or Tenderer's previous performance (not discussed in their submission) to unfairly influence your evaluation.

Accountable and Defensible

You need to ensure you are able to justify your decisions (scoring, comments and the recommendations) and the process applied. In doing that, you must be able to demonstrate that:

- You took into account all of the relevant considerations
- You ignored any irrelevant considerations
- You can demonstrate compliance to the requirements within this Protocol and the published evaluation criteria, in particular, you must ensure that your evaluation narrative includes a robust, detailed and defensible basis for the scores and recommendations you have made in respect of each evaluation criterion

## ANNEX B - TEN POINT EVALUATION SCORING AND RISK GUIDE

**Note:** When determining which score should apply to a weighted evaluation criterion, Evaluation Board members should note it is **not** essential that **all** of the elements of the word picture set out under the "Characteristics" column apply. Rather, Evaluation Board members should select which word picture, based on **selected** elements of that word picture, **best aligns** with the identified strengths and weaknesses of the submission, and the level of risk to Defence. Evaluation Board members are expected to align the word picture with the identified strengths and weaknesses of the submission **before** assigning a score.

| Rating | Characteristics (word picture) | Score |
|---|---|---|
| Exceptional | • Extremely convincing and credible.<br>• Exceeds requirements in many areas and offers value-added services.<br>• All claims are fully substantiated.<br>• The response demonstrates a comprehensive understanding of the requirements.<br>• No identifiable weaknesses or deficiencies.<br>• The solution offered represents nil or negligible risk to Defence.<br>• Where referee reports have been sought, they are entirely positive.<br>• Exceptional probability of success. | 10 |
| Outstanding | • Highly convincing and credible.<br>• Exceeds requirements in some areas, and meets all other requirements to an excellent standard.<br>• All claims are substantiated.<br>• The response demonstrates a superior understanding of the requirements.<br>• Negligible weaknesses or deficiencies.<br>• The solution offered represents negligible risk to Defence.<br>• Where referee reports have been sought, they are entirely positive.<br>• Outstanding probability of success. | 9 |

| | | |
|---|---|---|
| Very Good | • Very convincing and credible.<br>• Meets all key requirements to a very good standard.<br>• Most claims are fully substantiated.<br>• The response demonstrates an extensive understanding of the requirements.<br>• Deficiencies, if any, are very minor, or do not affect essential aspects of service delivery.<br>• The solution offered is sound and represents a very low, manageable risk to Defence.<br>• Where referee reports have been sought, they generally provide strong support for the Applicant or Tenderer.<br>• Very good probability of success. | 8 |
| Good | • Convincing and credible.<br>• Meets most key requirements to a good standard.<br>• Most claims are well substantiated.<br>• The response demonstrates a good understanding of the requirements.<br>• Some minor weaknesses, but the solution is sound in most key areas and represents a low, but manageable risk to Defence.<br>• Where referee reports have been sought, they provide support for the Applicant or Tenderer with few reservations.<br>• Good probability of success. | 7 |
| Fair | • Credible but not completely convincing.<br>• Generally meets requirements, but some requirements are not addressed in sufficient detail, or suggest that the Applicant or Tenderer has not put sufficient thought into the solution offered.<br>• Most claims are substantiated.<br>• The response demonstrates an adequate understanding of the requirements.<br>• Some weaknesses which could indicate a low to moderate risk to Defence in the Applicant or Tenderer meeting contract requirements in all areas.<br>• Where referee reports have been sought, they provide some support for the Applicant or Tenderer but with some reservations.<br>• Fair probability of success. | 6 |

| | | |
|---|---|---|
| Acceptable | • Mostly credible but not convincing in all areas.<br>• Meets minimum requirements but generally to a low standard. Requirements are not addressed in sufficient detail, or suggest that the Applicant or Tenderer has not put thought into the solution offered.<br>• Only some claims are substantiated.<br>• The response demonstrates a partial understanding of the requirements.<br>• The solution is workable, but has weaknesses in some significant areas, resulting in a moderate risk to Defence.<br>• Where referee reports have been sought, they are mixed, or provide only limited support for the Applicant or Tenderer.<br>• Acceptable probability of success. | 5 |
| Marginal | • Barely convincing.<br>• Meets minimum requirements to a marginal standard.<br>• Claims are generally not substantiated.<br>• The response demonstrates a quite limited understanding of the requirements.<br>• The solution offered is generally unworkable, with weaknesses in key areas, or is unable to be properly understood.<br>• The solution represents a moderate to high risk to Defence.<br>• Where referee reports have been sought, they provide only limited support for the Applicant or Tenderer and note some reservations about the Applicant's or Tenderer's performance or abilities.<br>• Marginal probability of success. | 4 |
| Poor | • Generally unconvincing.<br>• Requirements are poorly addressed, or in some areas not addressed at all.<br>• Claims are largely unsubstantiated.<br>• The response demonstrates a poor understanding of the requirements.<br>• The solution offered is unworkable, with major deficiencies in key areas, resulting in a high risk to Defence.<br>• Where referee reports have been sought, they provide only limited support for the Applicant or Tenderer and note some reservations about the Applicant's or Tenderer's performance or abilities.<br>• Low probability of success. | 3 |

| | | |
|---|---|---|
| Very Poor | • Unconvincing.<br>• Requirements are very poorly addressed, and in some areas not addressed at all.<br>• Claims are almost totally unsubstantiated.<br>• The response demonstrates a very poor understanding of the requirements.<br>• The information provided is insufficient to allow any proper judgment of the Applicant's or Tenderer's proposed solution, or the solution shows a very poor understanding of Defence requirements.<br>• The solution represents a very high risk to Defence.<br>• Where referee reports have been sought, they disclose significant reservations about the Applicant's or Tenderer's performance or abilities.<br>• Very low probability of success. | 2 |
| Unacceptable | • Completely unconvincing.<br>• Requirements are addressed to an unacceptable standard.<br>• Claims are totally unsubstantiated and the proposed solution represents an extreme risk to Defence.<br>• The response demonstrates an unacceptable understanding of the requirements.<br>• Little or no information has been supplied in relation to the proposed solution, or the proposed solution fundamentally misunderstands Defence requirements.<br>• Where referee reports have been sought, they disclose significant shortcomings.<br>• No probability of success. | 1 |
| Non-Compliant | • The Applicant or Tenderer has completely failed or refused to provide a response, or<br>• the response is entirely non-compliant with the requirements or demonstrates no understanding of the requirements, or<br>• the information provided is clearly incorrect, false or misleading. | 0 |

## ANNEX C - TENDERER PRESENTATION PROTOCOLS

### INTRODUCTION

1. Following the Closing Date and Time, Tenderer Presentations may take place either:

   a. after the conformance check has been completed but before Board members are provided copies of conforming submissions to commence their individual Board member assessments ('**Lodgement Tenderer Presentations**'); or

   b. as part of Verification Activities, i.e. after the Board has agreed to Preliminary Board Agreed Scores (1st Stage) **('Assessment Tenderer Presentations**').

2. It is critical that each Tenderer Presentation is conducted in a fair and equal manner. Therefore, these Tenderer Presentation Protocols (**'Protocols'**) have been developed to govern how Tenderer Presentations will be conducted.

3. It is the Chair's responsibility to ensure all participants (including Tenderer representatives) attending a Tenderer Presentation understand and comply with these Protocols, as applicable.

4. Any proposal to depart from these Protocols, or to hold Tenderer Presentations before the Closing Date and Time, must be agreed to by the Director, DQAC or the Probity Adviser prior to the commencement of the Tenderer Presentation.

### OBJECTIVES OF THE TENDERER PRESENTATION

5. The Lodgement Tenderer Presentation provides each conforming Tenderer an opportunity to present its submission to the Evaluation Board. This may be particularly useful for complex, high value or high risk projects where the tendered submission is dense and Evaluation Board members will benefit from understanding an overview before commencing detailed individual Board member assessments. Alternatively, the PDDP may provide that a Lodgement Tenderer Presentation is to occur in lieu of a specific written response schedule. Lodgement Tenderer Presentations are only to be requested if mandated by the Delegate in the approved PDDP (and generally only for RFP/RFT stages).

6. The Assessment Tenderer Presentation is to be used as an evaluation tool to assist the Evaluation Board in completing the Detailed Assessment of Submissions stage. Unless specified otherwise in the PDDP Part 2, an Assessment Tenderer Presentation will only be requested by the Evaluation Board in exceptional circumstances and with the endorsement of the Delegate or Executive Director. In an Assessment Tenderer Presentation, the Evaluation Board will assess the Tenderer's

understanding of:

a. the relevant project requirements, risks, challenges and opportunities;
b. the Tenderer's approach and methodology for performing the services, including resources; and
c. the information in its own submission.

7. A Lodgement Tenderer Presentation is not formally evaluated unless the PDDP expressly provides otherwise (for example, where a Tenderer is asked to present a part or the whole of a response schedule rather than provide a detailed written response). However, information obtained in an Assessment Tenderer Presentation may be evaluated and used by the Evaluation Board, including to adjust Preliminary Board Agreed Scores.

## DETERMINING THE REQUIREMENTS FOR A TENDERER PRESENTATION

8. The requirements for a Tenderer Presentation (especially a Lodgement Tenderer Presentation) must be carefully considered by the Project Team during the planning stage of the procurement and clearly documented in the PDDP.

9. If any Tenderer Presentations are proposed, the Project Team must identify the specific requirements for the Tenderer Presentations for their procurement. This should include (at a minimum):

a. including indicative dates and times for conducting the Tenderer Presentations; and
b. the location of and format of the Tenderer Presentations.

10. Where the PDDP mandates Lodgement Tenderer Presentations be conducted, the Project Team must clearly document these requirements in the PDDP and request documentation for approval prior to commencing the procurement.

## FORMAT AND LOCATION OF TENDERER PRESENTATIONS

11. If Tenderer Presentations are proposed, the Project Team or Evaluation Board, as applicable, must determine the most appropriate format for conducting the Tenderer Presentation with regard to requirements of the project, as well as the advantages and disadvantages of each option (e.g. the relevant costs, time impost and logistics). The format options that may be considered include:

a. in person; or
b. video conference.

12. If the Tenderer Presentations are to be conducted in person, the Project Team or Evaluation Board, as applicable, must determine the location for the Tenderer Presentations. In making this decision, consideration should be had to the relevant costs, time impost and logistics for each option, having regard to the location of the

project, the location of the Evaluation Board meetings and/or the location of the Tenderer's personnel.

## INDICATIVE DATE AND TIME FOR TENDERER PRESENTATIONS

13. Where possible, indicative dates for the Tenderer Presentations should be included:

a. in the PDDP; and

b. in the request documentation, especially for Lodgement Tenderer Presentations to ensure that all conforming Tenderers have sufficient advance notice to prepare for their attendance.

## COST OF ATTENDANCE

14. The cost of attending a Tenderer Presentation (including any travel expenses) is the responsibility of each Tenderer and the request documentation should specify there is no entitlement to reimbursement by the Commonwealth.

## PROBITY BRIEFING

15. Where Tenderer Presentations are to be conducted, the Probity Adviser for the project must conduct:

a. a probity briefing for the Evaluation Board prior to the commencement of Tenderer Presentations; and

b. a probity briefing to each Tenderer at the commencement of its Tenderer Presentation.

16. Each probity briefing is to be tailored for the particular audience and cover these Protocols in detail .

17. The Evaluation Board is required to read and familiarise themselves with these Protocols prior to the commencement of the Tenderer Presentations process.

18. The Evaluation Board must promptly obtain advice from the Probity Adviser if any probity issues arise in relation to a Tenderer Presentation.

## ARRANGING TENDERER PRESENTATIONS

19. Where Lodgement Tenderer Presentations are to be conducted, the Chair and Tender Administrator will issue notices to conforming Tenderers advising them of the proposed time and location/format of the Lodgement Tenderer Presentation. Each conforming Tenderer must be invited to give a Lodgement Tenderer Presentation and must be advised that its presentation must not contain any information regarding the Tenderer's proposed fee or pricing, including of any alternative proposals.

20. Following the Board Detailed Assessment stage of the evaluation process, the Evaluation Board must, subject to the PDDP, determine if it will conduct Assessment Tenderer Presentations and, if so, shortlist some or all Tenderers to be invited to give an Assessment Tenderer Presentation. The shortlist should be made up of only competitive submissions, based on the Preliminary Board Agreed Scores (1st Stage). In order to determine which of the submissions are competitive, the Board may at this point in the evaluation calculate the preliminary total weighted scores and rankings.

21. For all Tenderer Presentations, Tenderers must be given adequate notice in writing to enable their proposed representatives to arrange for and attend the Tenderer Presentation. The Evaluation Board should take a consistent approach in determining who from each Tenderer attends the Tenderer Presentations (for example, there should be broad consistency in the number and types of Tenderer representatives invited to participate).

22. Unless otherwise permitted by the Evaluation Board Chair, only those Tenderer representatives invited to the Tenderer Presentation may attend. If a Tenderer (or one of its representatives) cannot attend at the proposed date and time, the Evaluation Board should take a flexible approach to rescheduling the Tenderer Presentation.

23. If a Tenderer declines an invitation to attend a Tenderer Presentation, advice should be sought from the Probity Adviser.

**TENDERER PRESENTATION CONDUCT**

24. Tenderer Presentations must be conducted in accordance with the time and location set out in the invitations (as issued or amended) to the Tenderer(s).

25. The following people must be in attendance at each Tenderer Presentation:
    a. the full Evaluation Board;
    b. the Probity Adviser;
    c. the invited Tenderer representative/s; and
    d. a scribe or stenographer, if appointed (to document the Tenderer Presentation and Evaluation Board discussion after an Assessment Tenderer Presentation). If no scribe or stenographer has been engaged, the Board Secretary will document the Assessment Tenderer Presentations for inclusion in the Evaluation Board Report.

26. At the start of each Tenderer Presentation, the Chair should welcome attendees and provide a brief introduction (including the purpose of the Tenderer Presentation). The Probity Adviser must also provide a probity briefing regarding the Tenderer Presentation process, including reminders that:

a. there is no opportunity for Tenderers to ask questions (this is not an interactive process, it is a 'one day' flow of information from the Tenderer to the Evaluation Board);
b. the Tenderer must only present on matters contained in its tender submission and not introduce new material;
c. the time limit will be applied strictly;
d. the Tenderer Presentations are conducted on a confidential basis;
e. the Tenderer must not offer any gifts or hospitality to Commonwealth officials;
f. the Tenderer must not discuss its submission with other Commonwealth officials;
g. the Tenderer must not distribute additional or promotional materials with Commonwealth officials including copies of any visual aids (e.g. PowerPoint slides, videos);
h. the Commonwealth will disregard any information in a Tenderer Presentation that it considers materially amends the tendered submission;
i. for Assessment Tenderer Presentations, the Commonwealth's request to receive a Tenderer Presentation must not be taken as an indication of the outcome of the Commonwealth's evaluation process including of the Tenderer's submission;
j. for Lodgement Tenderer Presentations, the Tenderer must not include anything in its presentation regarding its tendered fee or pricing, including that of any alternative proposal; and
k. the Commonwealth reserves the right to end a Tenderer Presentation if a Tenderer fails to comply with any of the above requirements.

27. The Evaluation Board should refrain from direct specific questions to any of the Tenderer representatives in attendance. Key Personnel Interviews may be a more appropriate Verification Activity if the Tenderer Presentation raises questions for the Evaluation Board.

28. The Evaluation Board must ensure that the Tenderer Presentation is not an opportunity for bid repair or to introduce new information not otherwise consistent with their submissions.

29. If a Tenderer seeks to correct an error or otherwise amend its submission, this must be taken on notice by the Evaluation Board and may be negotiated/clarified if it is appointed as a preferred Tenderer, but this information must not be taken into account in evaluation or amending the Preliminary Board Agreed Score (1st Stage). Advice on how to assess or otherwise deal with this information should also be sought from the Probity Adviser.

30. The Evaluation Board must not point out errors, gaps and/or weaknesses in, or provide any feedback in relation to a Tenderer's submission before, during or immediately after a Tenderer Presentation.

31. The Evaluation Board must not discuss or draw any comparisons with any other Tenderers' submissions.

**TIME LIMIT**

32. A strict time limit is to be set and enforced for all Tenderer Presentations. This time limit must be the same for all Tenderer Presentations conducted in relation to a procurement process. Tenderer personnel attending must be advised of the time limit in advance of and at the commencement of the presentation.

**EVALUATION BOARD DISCUSSION AND AGREED OUTCOMES**

33. Following each Assessment Tenderer Presentation, the Evaluation Board is required to immediately assess the Tenderer Presentation outcome(s) and determine an agreed set of findings to take forward.

34. The Evaluation Board discussion and agreed findings must be documented by the scribe or stenographer (as applicable) and, in the case of an RFT process, the Evaluation Board must record any matters identified for negotiation (including matters that have commercial or pricing implications) in the event the Tenderer is appointed as a preferred Tenderer.

35. The outcome of Assessment Tenderer Presentations is then considered by the Evaluation Board in finalising its Detailed Assessment of Submissions, including determining the Preliminary Board Agreed Scores (2$^{nd}$ Stage).

## ANNEX D - KEY PERSONNEL INTERVIEW PROTOCOLS

### INTRODUCTION

1. All Capital Facilities and Infrastructure (**CFI**) Branch project teams (**'Project Teams'**) and Evaluation Boards should consider, on a case by case basis, if interviews of proposed key personnel (**'Key Personnel Interviews'**) should be conducted as part of the evaluation process and would be of value in the "Detailed Assessment of Submissions" stage.

2. It is critical that each Key Personnel Interview is conducted in a fair and equal manner. Therefore, these Key Personnel Interview Protocols (**'Protocols'**) have been developed to govern how Key Personnel Interviews will be conducted.

3. All Project Teams and Evaluation Board members are expected to read and familiarise themselves with these Protocols prior to commencement of any procurement process where Key Personnel Interviews are planned or conducted, as applicable.

4. These Protocols must be complied with by Evaluation Board members during any Key Personnel Interview. Any proposal to depart from these Protocols must be agreed to by the Director, DQAC or the Probity Adviser prior to the commencement of the Key Personnel Interviews.

### OBJECTIVES OF THE KEY PERSONNEL INTERVIEW PROCESS

5. The Evaluation Board can conduct Key Personnel Interviews as part of the evaluation process for any procurement (unless the Key Personnel Interviews have been mandated by the Delegate in the approved PDDP Part 2). The Key Personnel Interview is to be used as an evaluation tool to assist the Evaluation Board in completing the Detailed Assessment of Submissions stage.

6. The objectives of the Key Personnel Interview process are to assist the Evaluation Board assess the:

   a. understanding demonstrated by the key personnel of the relevant project and requirement of the services required;
   b. key personnel's demonstrated approach and methodology for performing the services;
   c. understanding demonstrated by the key personnel of the information in their submission;
   d. understanding demonstrated by the key personnel of their respective roles and responsibilities; and
   e. key personnel's current workload and allocation of tasks.

7. The outcome of the Key Personnel Interview process may be used by the

Evaluation Board to clarify and validate aspects of the assessment of the key personnel.

## DETERMINING THE REQUIREMENTS FOR A KEY PERSONNEL INTERVIEW

8. The specific format and approach for each interview process will depend on the requirements of the relevant procurement, noting that, if conducted, interviews will generally be more beneficial in an RFT stage, as distinct from an ITR, given that proposed personnel may change from the ITR submission. This must be carefully considered by the Project Team during the planning stage of the procurement and clearly documented in the PDDP.

9. If Key Personnel Interviews are proposed, the Project Team must identify the specific requirements for the Key Personnel Interviews for their procurement. This should include (at a minimum):

a. the program for the evaluation process (including indicative dates and times for conducting the Key Personnel Interviews) (for further guidance, see the section “Indicative Date and Time of Key Personnel Interviews” below); and
b. the location of and format of conducting the Key Personnel Interviews (for further guidance, see the section “Format and Location of Key Personnel Interviews” below).

10. Where the PDDP mandates Key Personnel Interviews be undertaken as part of the evaluation process, the Project Team must clearly document these requirements in the PDDP and request documentation for approval prior to commencing the procurement.

## FORMAT AND LOCATION OF KEY PERSONNEL INTERVIEWS

11. If Key Personnel Interviews are proposed, the Project Team or Evaluation Board, as applicable, must determine the most appropriate format for conducting the Key Personnel Interview having regard to requirements of the project, as well as the advantages and disadvantages of each option (e.g. the relevant costs, time impost and logistics). The format options that may be considered include:

a. in person;
b. video conference; or
c. teleconference.

12. If the Key Personnel Interviews are to be conducted in person, the project team or Evaluation Board, as applicable, must determine the location for the Key Personnel Interviews. In making this decision, consideration should be had to the relevant costs, time impost and logistics for each option, having regard to the location of the project, the location of the Evaluation Board meetings and/or the location of the

potential Applicant or Tenderer personnel.

**INDICATIVE DATE AND TIME FOR KEY PERSONNEL INTERVIEWS**

13. As set out in paragraph 8 above, prior to commencing the procurement, the project team must consider the program for the procurement process including potential dates for the Key Personnel Interviews. Where possible, indicative dates for the Key Personnel Interviews should be included:

a. in the PDDP; and
b. in the request documentation, to ensure that all Applicants or Tenderers have sufficient advance notice to prepare for their potential attendance at a Key Personnel Interview.

**COST OF ATTENDANCE**

14. The cost of attending a Key Personnel Interview (including any travel expenses) is the responsibility of each relevant Applicant or Tenderer and the request documentation should specify there is no entitlement to reimbursement by the Commonwealth.

**PROBITY BRIEFING**

15. Where Key Personnel Interviews are to be conducted, the Probity Adviser for the project must conduct a probity briefing for the Evaluation Board prior to the commencement of the interview process. All members of the Evaluation Board must attend this briefing.

16. The probity briefing is to cover in detail the process for conducting and assessing Key Personnel Interviews.

17. The Evaluation Board is required to read and familiarise themselves with these Protocols prior to the commencement of the interview process.

18. The Evaluation Board must promptly obtain advice from the Probity Adviser if any probity issues arise in relation to a Key Personnel Interview.

**SHORTLISTING FOR INTERVIEWS**

19. Following the Board Detailed Assessment stage of the evaluation process, the Evaluation Board must, subject to the PDDP, determine if it will conduct Key Personnel Interviews and if so, shortlist some or all Applicants or Tenderers ('Shortlisted Respondent') to be invited to participate in the Key Personnel Interviews.

20. The shortlist should be made up of only competitive submissions, based on the Preliminary Board Agreed Scores (1st Stage). In order to determine which of the

submissions are competitive, the Board may at this point in the evaluation calculate the preliminary total weighted scores and rankings.

## INTERVIEW QUESTIONS

21. The Evaluation Board must agree a list of themes, topics, issues, scenarios or questions to be covered for each Shortlisted Respondent. The Evaluation Board is permitted to ask follow-on questions during the Key Personnel Interview, if appropriate.

22. Targeted questions must be determined for each Shortlisted Respondent, based on the information in their submissions and the requirements of the procurement. These questions should include scenario based questions, as appropriate, to test the Shortlisted Respondent's proposed methodology.

23. Questions may also be asked to clarify particular aspects of a Shortlisted Respondent's submission (subject to ensuring that the process does not enable bid repair).

24. By way of example, interview questions may relate to:
    a. organisational structure;
    b. capacity and allocation of tasks;
    c. understanding of key risks and proposed approach to managing those risks;
    d. previous experience and performance (including validation of CVs);
    e. understanding of and approach to delivering the services; and
    f. understanding of the delivery method to be administered for the project.

25. Depending on the requirements of the project and the procurement process, the Evaluation Board may consider providing the Shortlisted Respondents with a written list of questions prior to the interview. If this approach is adopted, it must be done consistently for all Shortlisted Respondents and the questions should be clearly identified as confidential information. The Evaluation Board may also ask such additional questions as it considers necessary.

## INVITATIONS FOR SHORTLISTED RESPONDENTS

26. Where Key Personnel Interviews are to be conducted, Shortlisted Respondents must be given adequate notice in writing regarding Key Personnel Interviews to enable their proposed key personnel to arrange for and attend the Key Personnel Interview.

27. If a Shortlisted Respondent cannot attend the relevant Key Personnel Interview at the proposed date and time, the Evaluation Board should take a flexible

approach to rescheduling the Key Personnel Interview.

28. If a Shortlisted Respondent declines an invitation to attend a Key Personnel Interview, advice on how this is to be considered in the evaluation process should be sought from the Probity Adviser.

## KEY PERSONNEL INTERVIEW ATTENDEES

29. The Evaluation Board should identify the relevant key personnel for each Shortlisted Respondent who will be invited to attend the Key Personnel Interviews.

30. Unless otherwise permitted by the Evaluation Board Chair, only those key personnel invited to the Key Personnel Interviews may attend.

## INTERVIEW CONDUCT

31. Key Personnel Interviews must be conducted in accordance with the time and location set out in the invitations (as issued or amended) to the Shortlisted Respondents.

32. The following people must be in attendance at each Key Personnel Interview:
    a. the full Evaluation Board;
    b. the Probity Adviser;
    c. the invited key personnel for the Shortlisted Respondent; and
    d. a scribe or stenographer, if appointed (to document the interview and Evaluation Board discussion). If no scribe or stenographer have been engaged, the Board Secretary will document the Key Personnel Interviews for inclusion in the Evaluation Board Report.

33. At the start of each Key Personnel Interview, the Evaluation Board Chair should welcome attendees and provide a brief introduction (including the purpose of the Key Personnel Interview, an outline of the interview process and a reminder of the confidentiality obligations). The Probity Adviser should also provide a probity briefing regarding the Key Personnel Interview process, including presentation, question and answer and time allocation limitations and confidentiality obligations.

34. The Key Personnel Interview is to be conducted as a question and answer process. Specifically, the Key Personnel Interview is not to be an interactive process, but rather is intended to be a one way flow of information, whereby the Evaluation Board asks questions and the Shortlisted Respondent attendees provide answers. Shortlisted Respondent personnel may request clarification of questions asked but are otherwise not permitted to ask the Evaluation Board questions in relation to the project or the services. Shortlisted Respondent attendees are not to be requested or permitted to provide a presentation or distribute additional or promotional material as part of the

interview process.

35. The Evaluation Board may direct specific questions to any of the key personnel in attendance at the Key Personnel Interview.

36. The Evaluation Board is to ask the pre-agreed questions and any appropriate follow-on questions which clarify or validate the information contained in the Shortlisted Respondent's submission.

37. The Evaluation Board must ensure that the Key Personnel Interview is not an opportunity for bid repair or to introduce new information not otherwise consistent with their submissions.

38. If a Shortlisted Respondent seeks to correct an error or otherwise amend their submission, this must be taken on notice by the Evaluation Board and, in an RFT process, may be negotiated/clarified if they are appointed as a preferred Tenderer, but this information must not be taken into account in evaluation or amending the Preliminary Board Agreed Score (1st Stage). Advice on how to assess or otherwise deal with this information should also be sought from the Probity Adviser.

39. The Evaluation Board must not point out errors, gaps and/or weaknesses in, or provide any feedback in relation to, a Shortlisted Respondent's submission before, during or after a Key Personnel Interview.

40. The Evaluation Board must not draw any comparisons with any other Applicants' or Tenderers' submissions.

**TIME LIMIT**

41. A strict time limit is to be set and enforced for all Key Personnel Interviews. This time limit must be the same for all Key Personnel Interviews conducted in relation to a procurement process. Shortlisted Respondent personnel attending must be advised of the time limit at the commencement of the interview.

**CONFIDENTIALITY**

42. Key Personnel Interviews must be conducted on a confidential basis, with Shortlisted Respondents being advised that the fact of the Key Personnel Interviews being conducted, and the questions asked (including the written list of questions provided prior to the interview, if applicable) and responses provided, are not to be disclosed.

43. If a Shortlisted Respondent does not comply with the confidentiality requirements for a Key Personnel Interview, the Evaluation Board may elect to not

evaluate or continue to evaluate the Shortlisted Respondent's submission. Advice must be sought from the Probity Adviser before making any decision not to evaluate or continue to evaluate a submission.

## EVALUATION BOARD DISCUSSION AND AGREED OUTCOMES

44. Following each Key Personnel Interview, the Evaluation Board is required to immediately assess the Key Personnel Interview outcome(s) and determine an agreed set of findings to take forward.

45. The Evaluation Board discussion and agreed findings must be documented by the scribe or stenographer (as applicable) and, in the case of an RFT process, the Evaluation Board must record any matters identified for negotiation (including matters that have commercial or pricing implications) in the event a Shortlisted Respondent is appointed as a preferred Tenderer.

46. The outcome of the Key Personnel Interviews is then considered by the Evaluation Board in finalising its Detailed Assessment of Submissions, including determining the Preliminary Board Agreed Score (2nd Stage).

## ANNEX E – EVALUATION BOARD GUIDANCE / CHECKLIST

| **Project Number and Title:** | |
|---|---|
| **ATM ID:** AZ | **Stage:** ITP/RFT/RFP **Contract Type:** |
| **Chair:** | **Probity Adviser:** |
| **Board Members:** | **Other Attendees:** (e.g. scribe, observers) |
| **Date/s convened:** | **Time/s convened:** |

| Activity | Complete |
|---|---|
| **Preliminaries**<br>*The purpose is to open the Board and undertake all required administrative tasks.* | |
| **Open the Board (Chair)**<br>Chair welcomes Board members, scribe or stenographer (if engaged), observer(s) and introduces the Probity Adviser (if one has been appointed). | |
| **Probity Briefing (Probity Adviser / Chair)**<br>Probity Adviser or DQAC (or Chair, as approved by DQAC) provides a probity briefing. | |
| **Conflict of Interest and Confidentiality (Probity Adviser / Chair)**<br>Probity Adviser or Chair asks Board members to identify any actual, potential or perceived conflicts of interest. Chair to seek Probity Adviser advice on any new disclosures. Probity Adviser or Chair also checks whether all attendees have completed AF220 declaration forms (or equivalent for non-APS/ADF contractors), and that any non-APS/ADF contractors in attendance (including observers) have completed, signed and returned a Confidentiality Deed. | |
| **Sufficient Assessment Time (Chair)**<br>Chair asks Board members to confirm that they have had sufficient time to review all submissions and finalise their individual assessments. Chair to refer to Probity Adviser if insufficient time is declared. | |
| **RFT ONLY – Visibility of Fee/Pricing & Alternative Proposals Check (Chair)**<br>Chair confirms all financial, price or fee offers/Schedule responses (including parts of alternative proposals that contain pricing information) have been secured and asks Board members to confirm that they have had no visibility of the same. | |

| Activity | Complete |
|---|---|
| **Conformance Check (Chair)**<br><br>Chair provides summary of conformance check process and advises/asks if there were any items of non-conformances identified during the review of the submissions. **NOTE**: *Chair to do an initial conformance check before issuing submissions to Board members. This is to confirm if anything may have been missed. If found, seek probity advice, via Chair.* | |
| **Board Detailed Assessment of Submissions**<br><br>*The purpose is to discuss the strengths and weaknesses of each submission (without comparing them) with reference to prior written comments and agree upon Preliminary Board Agreed Scores (1st Stage) for each submission against each weighted evaluation criterion, using whole number scores only. No half scores are permitted at this stage.* | |
| **Individual Assessments (Board Members)**<br><br>Chair requests each Member provide their individual scores for each Schedule (all submissions). No half scores permitted at this stage. Chair requests each Member provide their individual ratings for the Yes/No evaluation criteria (all submissions).<br><br>Board Secretary to record the scores. **NOTE:** *Tool provided on ERIK.* | |
| **Board Detailed Assessment (Preliminary Board Agreed Scores – 1st Stage)** | |
| **Board Detailed Assessment (Board Members)**<br><br>Members discuss each submission in its entirety across all weighted evaluation criteria Schedule responses and Yes/No evaluation criteria Schedule responses prior to moving onto the next submission. ***NOTE****: No comparisons to other submissions may occur at this stage.* | |
| **Preliminary Board Agreed Scores (1st Stage) (Board Members)**<br><br>Board attempts to reach consensus on the non-weighted Preliminary Board Agreed Score for each weighted evaluation criterion Schedule response for each submission using the Ten Point Evaluation and Risk Scoring Guide in Annex B. No half scores permitted at this stage.<br><br>**NOTE:** *Where there is a dissenting score, that dissenting score is to be recorded and detailed in the Evaluation Board Report.* | |
| **Yes/No Evaluation Criteria**<br><br>Board attempts to reach consensus on the agreed rating for the Yes/No evaluation criteria Schedule responses, and notes whether any risks or concerns arise for noting in the Evaluation Board Report. | |
| **Verification Activities (e.g. Clarifications / Referee Reports / Key Personnel Interviews)** | |
| **Set Aside (Board Members)**<br><br>If a submission is clearly uncompetitive based on the outcome of the Board Detailed Assessment, the Board can agree that it be set aside from further evaluation. Probity Adviser should assist the Board in these discussions. | |
| **Tenderer Presentations** (as required) - The Board confirms whether a (further) presentation from the Applicant / Tenderer will be required. If so, the Probity Adviser will provide a briefing to the Board on the protocols that will apply during the presentation (and circulate written copies afterwards), and the Board will agree on logistics (e.g. scheduling, location, time limits, attendees, etc.) | |

| Activity | Complete |
|---|---|
| **Referee Reports** (as required) - The Board confirms whether it will seek referee reports. If so, the Board will agree which referees are to be contacted and how, in accordance with the Protocol. | |
| **Clarifications** (as required) - The Board confirms whether it will seek any clarification from a tenderer in order to resolve an inconsistency or ambiguity contained within a submission. Probity Adviser should assist the Board if needed. | |
| **Key Personnel Interviews** (as required, unless mandated in the PDDP) - The Board confirms whether it will conduct interviews. **NOTE:** *Refer to **Annex D**.* | |
| **Board Detailed Assessment (Revise/FINALISE Preliminary Board Agreed Scores – 2nd Stage)** | |
| **Preliminary Board Agreed Score (1st Stage) Revisions (if applicable) (Board Members)**<br>Board reconvenes following the conclusion of any Verification Activities in order to revisit the Preliminary Board Agreed Scores (1st Stage) and to determine what (if any) impact the outcome(s) of those activities has had on those scores. Revisions must be documented in detail for inclusion in the Evaluation Board Report.<br>**NOTE:** *Through this revision process, the Preliminary Board Agreed Score(s) (1st Stage) become Preliminary Board Agreed Score(s) (2nd Stage). Half scores are not permitted at this stage.* | |
| **Board Comparative Assessment of Submissions**<br>*The purpose is to compare submissions to reduce the likelihood of any relative imbalance between the preliminary scores. Half scores may be used to distinguish between submissions.* | |
| **Set Aside (Board Members)**<br>If a submission is clearly uncompetitive based on the outcome of the Preliminary Board Agreed Scores (2nd Stage), the Board can agree that it be set aside from further evaluation. Probity Adviser should assist the Board in these discussions. | |
| **Comparative Assessment (Board Members)**<br>Without reference to total weighted scores or rankings, Board reviews the Preliminary Board Agreed Scores (2nd Stage) and determines whether they adequately reflect the strengths and weaknesses of a submission relative to the other submissions. The non-weighted scores, per schedule, may be amended to reflect differences. Half scores may be used to distinguish between submissions.<br>**NOTE:** *Where there is a dissenting score which has not been resolved in comparative assessment, the dissenting Board member must provide a dissenting report to the Delegate which will be attached to the Evaluation Board Report.* | |
| **Board Final Scores and Final Technical Ranking (Board Secretary / Scribe)**<br>Convert revised non-weighted scores into weighted scores, and rank submissions based on technical merit reflecting outcomes of comparative assessment. | |
| **ITR ONLY - Shortlisting**<br>*The purpose is to discuss which submissions should be shortlisted to be invited to submit a tender, and which should not be shortlisted.* | |

| Activity | Complete |
|---|---|
| **Shortlisting (Board Members)**<br>Board recommends a shortlist consistent with the number of entities specified in the ITR or otherwise a shortlist of up to 5 entities to be invited to submit a Tender in response to an RFT issued by the Commonwealth. | |
| **RFT ONLY - Value for Money Assessment – Conforming Tenders**<br>*The purpose is to discuss whether the conforming tender(s) represent(s) value for money, by considering technical merit, price, and other considerations* | |
| **Set Aside (Board Members)**<br>If a submission is clearly uncompetitive based on the outcome of the detailed and comparative assessment stages, the Board can agree that it be set aside from further evaluation. Probity Adviser should assist the Board in these discussions. | |
| **Individual VFM Assessment (Chair / Board Members)**<br>Chair directs the release of the financial, price or fee offers/Schedule responses as well as the same relating to any submitted alternative proposals to Members for individual review.<br>Chair directs the suspension of the Board to allow each Member time to individually assess each tender against the remaining VFM evaluation criteria (and any alternative proposals submitted)<br>Members complete individual VFM assessment of all remaining tenders and any alternative proposals submitted within the timeframe set by the Chair. | |
| **Detailed VFM Assessment (Chair / Board Members)**<br>Chair reconvenes the Board and confirms that each Member has had sufficient time to complete their individual evaluation of each tender of the financial, price or fee offer and, as applicable, responses to any other non-weighted evaluation criteria, together with any risks associated with the submission, additional value and whole of life implications.<br>Board reviews and discusses the VFM assessment of each tender in turn.<br>Board agrees whether each tender represents VFM against the non-weighted evaluation criteria and should be progressed to comparative VFM assessment. | |
| **Set Aside (Board Members)**<br>If a tender is clearly uncompetitive and does not represent VFM, the Board can agree that it be set aside from comparative VFM assessment. Probity Adviser should assist the Board in these discussions. | |
| **Comparative Value for Money Assessment (Board Members)**<br>Board to discuss the comparative relative price offered by each Tenderer and, as applicable, responses to any other non-weighted evaluation criteria against the finalised Board Agreed Scores, together with any risks associated with the submission, additional value and whole of life implications. | |
| **Preliminary Value for Money Ranking (Board Members)**<br>Board ranks conforming tenders based on best to least value for money, identifying which offers the best VFM (and is preferred tenderer), whether there are others which offer VFM and should be subsequently ranked preferred tenderer(s) (e.g. | |

| Activity | Complete |
|---|---|
| second/third/etc preferred tenderer), and whether any offers should be declined. | |
| **RFT ONLY - Alternative Proposals**<br>*The purpose is to discuss whether an alternative proposal represents greater value for money than the highest ranked VFM conforming tender submission. (**Note:** a conforming submission must be provided for an alternate proposal to be considered.)* | |
| **Alternative Proposals - if submitted (Board Members)**<br>Board considers whether an eligible alternative proposal offers a superior VFM outcome when compared against the preferred tenderer's (highest VFM ranked) offer. Board must consider whether the alternative proposal offers additional benefit to Defence such as reduced risk, more product, financial savings or early completion where time is critical.<br>Advice must be sought from DQAC for any alternative proposals proposing changes to standard Defence contract terms. | |
| **Final Value for Money Ranking**<br>Board to agree on final value for money ranking or whether to recommend an alternative proposal to the Delegate. | |
| **ITR ONLY - Outcome** | |
| **Registration Evaluation Board Outcome (Board Members)**<br>Board determines which submissions are to be recommended for the shortlist. | |
| **Financial Reports** (as required) - The Board confirms whether it will seek financial reports. Board to reconvene to consider effect (if any) financial reports have on shortlist before finalising. | |
| **Probity Advice** (as required) - The Board discusses any probity issues or additional probity advice to be sought. Board to reconvene to consider effect (if any) advice has on shortlist before finalising. | |
| **Additional Advice** (as required) - The Board discuss any additional advice (e.g. legal or technical) to be sought. Board to reconvene to consider effect (if any) additional advice has on shortlist before finalising. | |
| **Administrative Feedback** (as required) - The Board discusses any administrative feedback, which did not impact the evaluation, which can be detailed in the Registration Evaluation Board Report and provided to Applicants during the debrief. | |
| **RFT ONLY – Outcome** | |
| **Tender Evaluation Board Outcome (Board Members)**<br>Board determines best VFM tender offer (which may be an alternative proposal). | |
| **Policy Compliance** (as required) - The Board discusses and confirms that the preferred Tenderer satisfies all applicable procurement policies (e.g. has or is capable of obtaining OFSC WHS Accreditation Scheme accreditation, has no outstanding employee entitlements and judgements, etc.) | |

| | Activity | Complete |
|---|---|---|
| | **Funds Availability** – The Board considers the best VFM tenderer's price against the budget to confirm funding sufficiency. | |
| | **Negotiations** (as required) – The Board discusses any negotiation points required. These are to be captured in the Tender Evaluation Board Report for procurement with a contract (value <$0.250m) and in a Negotiation Plan (contract value $0.250m). | |
| | **Financial Reports** (as required) - The Board confirms whether it will seek financial reports. Board to reconvene to consider effect (if any) financial reports have on recommendations before finalising. | |
| | **Probity Advice** (as required) - The Board discusses any probity issues or additional probity advice to be sought. Board to reconvene to consider effect (if any) advice has on recommendations before finalising. | |
| | **Administrative Feedback** (as required) - The Board discusses any administrative feedback, which did not impact the evaluation, which can be detailed in the Tender Evaluation Board Report and provided to tenderers during the debrief. | |
| **Adjourn the Board (Chair)** | | |
| **Where there are matters outstanding** – Chair pauses the Board, assigns actions, and organises to re-convene to discuss the outcome of outstanding activities (e.g. financial reports in RFT stage, legal inquiries, design or technical reviews etc). | | |
| **OR** | | |
| **ITR ONLY – Close the Board (Chair)** | | |
| **Where there are no matters outstanding** – The Board agrees a recommendation to the delegate for:<br>1. which submissions <u>will be</u> shortlisted to be invited to submit a Tender in response to an RFT issued by the Commonwealth; and<br>2. which submissions <u>will not be</u> shortlisted to be invited to submit a Tender in response to an RFT issued by the Commonwealth; and<br>3. if the recommendations are made subject to any conditions.<br>All submissions must be covered by the recommendations. Chair confirms that the evaluation of the submissions was conducted in accordance with the approved Project Development and Delivery Plan, and the CFI Tender Evaluation and Probity Protocol. Chair closes the Board.<br>**NOTE:** *If an individual Board member does not agree with any of the Board recommendations, the dissenting Board member must provide a dissenting report to the Delegate which will be attached to the Evaluation Board Report.* | | |
| **RFT ONLY - Close the Board (Chair)** | | |
| **Where there are no matters outstanding** – The Board agrees a recommendation to the delegate for:<br>1. contract award (where no negotiations are required); or<br>2. one or more preferred tenderers (where negotiations are required); and | | |

| Activity | Complete |
|---|---|
| 3. which offers will be declined; and<br>4. if the recommendations are made subject to any conditions<br>5. Chair confirms that the evaluation of the submissions was conducted in accordance with the approved Project Development and Delivery Plan, and the CFI Tender Evaluation and Probity Protocol. Chair closes the Board.<br>**NOTE:** *If an individual Board member does not agree with any of the Board recommendations, the dissenting Board member must provide a dissenting report to the Delegate which will be attached to the Evaluation Board Report.* | |

## ANNEX F – EVALUATION CRITERIA AND WEIGHTINGS

***NOTE**: IT IS MANDATORY THAT THE EVALUATION CRITERIA LISTED BELOW MATCH THE CRITERIA COMMUNICATED TO APPLICANTS/TENDERERS IN THE ITR/RFT AND THE INFORMATION SOUGHT FROM APPLICANTS/TENDERERS.*

***THIS IS A COMMONWEALTH PROCUREMENT RULES REQUIREMENT***

**Appendices:**

1. PDDP Part 1
    a. Probity Adviser – Request for Proposal (RFP)
    b. PM/CA – Request for Proposal (RFP) (DCAP Evaluation Approach) [Note: use if engaging a PM/CA under the DIP]
    c. DIP PM/CA – Request for Proposal (RFP) (Streamlined Evaluation Approach – Resources, Program and VFM only)
    d. Non-DIP PM/CA – Invitation to Register (ITR) [Note: use if engaging a PM/CA not using the DIP, under a standalone contract (the Project Management/Contract Administration Services Contract available on external Defence website]
    e. Non-DIP PM/CA – Request for Tender (RFT) [Note: use if engaging a PM/CA not using the DIP, under a standalone contract (the Project Management/Contract Administration Services Contract available on external Defence website]
2. PDDP Part 2
    a. DSC – Invitation to Register (ITR)
    b. DSC – Request for Tender (RFT)
    c. HC/MCC/MWC – Invitation to Register (ITR)
    d. HC – Request for Tender (RFT)
    e. MCC - Request for Tender (RFT)
    f. MW - Request for Tender (RFT)
    g. ECI HC – Invitation to Register (ITR)
    h. ECI HC – Request for Tender (RFT)
    i. DSC – Sole Source – Request for Tender (RFT)
    j. MCC – Sole Source – Request for Tender (RFT)
    k. HC – Sole Source – Request for Tender (RFT)

# PROBITY ADVISER - REQUEST FOR PROPOSAL (RFP) MANAGEMENT ADVISORY SERVICES (MAS) PANEL

| Criteria | Weighting |
|---|---|
| **CONFORMANCE CHECK**<br>• The Respondent must lodge its Proposal in the manner and to the address as specified, and by the Closing Date and Time specified, in the relevant Panel RFP.<br>• The Respondent must provide evidence of security clearances (if required) for key personnel.<br>• The Proposal must remain valid for 90 days.<br>• The Respondent must lodge a Proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Panel Agreement and Terms of Engagement.<br>• The Respondent must satisfy any identified condition of participation. | **YES/NO** |
| **UNDERSTANDING OF AND APPROACH TO DELIVERING THE SERVICES DESCRIBED IN THE BRIEF**<br>The extent to which the Respondent understands the Services, and the suitability of the Respondent's proposed approach to delivering the Services described in the Brief. | **40 %** |
| **PROPOSED RESOURCES FOR THE PROJECT**<br>The suitability of proposed key personnel, including:<br>(a) roles and percentage of time on the Services.<br>(b) nature and extent of their experience in carrying out similar work.<br>(c) capacity to perform the specified task in respect of other commitments.<br>(d) suitability of any proposed sub-consultants. | **60 %** |
| **PROPOSED FEES FOR THE PROJECT AND OTHER CRITERIA**<br>The extent to which the Respondent has demonstrated that its fees, when considered in conjunction with all other evaluation criteria and information taken into account (including insurances held or proposed to be procured, referee reports and any alternative proposals made, if invited), constitutes value for money. | **VFM** |

# DEFENCE INFRASTRUCTURE PANEL - PM/CA - REQUEST FOR PROPOSAL (RFP)

## *(DCAP EVALUATION APPROACH)*

| Criteria | Weighting |
|---|---|
| **CONFORMANCE CHECK**<br>• The Panel Consultant must lodge its proposal in accordance with the proposal lodgement process set out in item 8 by the Closing Date and Time.<br>• The proposal must be valid for 90 days.<br>• The Panel Consultant must lodge a proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Contract.<br>• The Respondent must satisfy each condition of participation in the RFP (if any).<br>*If "No", refer to item 11 of the RFP.* | **YES/NO** |
| **APPROACH TO KEY RISKS AND ISSUES**<br>*Refer to clause 2 of Annexure B – DCAP Supplement*<br>The extent to which the Panel Consultant has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Services. | **20 %** |
| **PROGRAM**<br>*Refer to clause 3 of Annexure B – DCAP Supplement*<br>The extent to which the Panel Consultant has demonstrated that it will satisfy program milestone requirements. | **30 %** |
| **PROPOSED RESOURCES**<br>*Refer to clauses 4, 5 and 6 of Annexure B – Project DCAP*<br>The extent to which the Panel Consultant has demonstrated that it has the resources and capacity to perform the Services.<br>**[OR – if applying the PM/CA procurement process using the Master DCAP:]**<br>**APPROACH TO SERVICES**<br>*Refer to clauses 4, 5 and 6 of Annexure B – DCAP Supplement*<br>The extent to which the Panel Consultant has demonstrated that it has the resources and capacity to perform the Services. | **50 %** |
| **FEE SCHEDULE**<br>*Refer to Annexure C – Fee Schedule*<br>The extent to which the Panel Consultant has demonstrated that its fees, | **VFM** |

| Criteria | Weighting |
|---|---|
| when considered in conjunction with all other evaluation criteria and information taken into account, constitute value for money. | |

# DEFENCE INFRASTRUCTURE PANEL - PM/CA - REQUEST FOR PROPOSAL (RFP)

## *(STREAMLINED EVALUATION APPROACH – RESOURCES, PROGRAM AND VALUE FOR MONEY ONLY)*

| Criteria | Weighting |
|---|---|
| **CONFORMANCE CHECK**<br>• The Panel Consultant must lodge its proposal in accordance with the proposal lodgement process set out in item 8 by the Closing Date and Time.<br>• The proposal must be valid for 90 days.<br>• The Panel Consultant must lodge a proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Contract.<br>• The Panel Consultant must satisfy each condition of participation in the RFP (if any).<br>*If "No", refer to item 11 of the RFP.* | **YES/NO** |
| **PROGRAM**<br>*Refer to clause 2 of Annexure B – DCAP Supplement*<br>The extent to which the Panel Consultant has demonstrated that it will satisfy program milestone requirements. | **40 %** |
| **PROPOSED RESOURCES**<br>*Refer to clauses 3 to 5 of Annexure B – DCAP Supplement*<br>The extent to which the Panel Consultant has demonstrated that it has the resources and capacity to perform the Services, including the extent to which the Panel Consultant addresses the specific risks and issues as described in the Brief in Key Personnel Interviews. | **60 %** |
| **FEE SCHEDULE**<br>*Refer Annexure C – Fee Schedule*<br>The extent to which the Panel Consultant has demonstrated that its fees, when considered in conjunction with all other evaluation criteria and information taken into account, constitute value for money. | **VFM** |

# NON-DIP PM/CA

## PMCA-1 2023 – INVITATION TO REGISTER (ITR)

## (*TO BE USED ONLY FOR NON PANEL PMCA PROCUREMENTS AND WHEN USING THE STANDALONE PMCA CONTRACTING TEMPLATE)*

| NON DIP PMCA<br>Conformance Check | Assessment |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br>*Refer clause 3.1(a)(i)(ii)*<br>The Registration of Interest must be lodged electronically via AusTender at www.tenders.gov.au; and received before the ATM Close Date and ATM Close Time.<br>*If "No", refer to clause 3.2(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br>*Refer clause 3.1(b) and Schedule F – Statement of Tax Record*<br>If clause 18 applies, the Applicant must, at the time of lodging its Registration of Interest, satisfy the minimum form and content requirement for this registration of interest process being that the Applicant must complete and lodge Schedule F - Statement of Tax Record.<br>*If "No", refer to clause 3.2(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION**<br>*Refer clause 3.1(c) and Schedule E – Conditions for Participation*<br>The Applicant must, at the time of lodging its Registration of Interest, satisfy each condition for participation stated in Schedule E - Conditions for Participation (if any).<br>*If "No", refer to clause 3.2(c).* | **YES/NO OR N/A** |

| NON DIP PMCA<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE A - PRELIMINARY PROPOSALS**<br>*Refer clause 2(a)(ii), 2(b) and Schedule A – Preliminary Proposals, Schedule B – Proposed Resources and Schedule C - Previous Performance*<br>The extent to which the Applicant has demonstrated that it comprehends key issues and will implement appropriate solutions, resources and management strategies in performing the services, achieving completion and otherwise meeting its obligations under the contract if it is the successful tenderer, including in respect of the following particular concerns:<br>A [Insert] [as per clause 2(a)(ii)(A) of the ITR].<br>B. [Insert] [as per clause 2(a)(ii)(B) of the ITR].[Etc. – *delete, add or amend as applicable to reflect the ITR]*<br>C. site management, environmental management, labour regulations (including ethical employment practices), work health and safety, quality, ecologically sustainable development (**ESD**), whole of life (**WOL**) and commissioning and handover. | **20%** |
| **SCHEDULE B – PROPOSED RESOURCES**<br>*Refer clause 2(a)(ii), 2(b) and Schedule B – Proposed Resources*<br>The extent to which the Applicant has demonstrated that it has the resources and capacity to perform the services, achieve completion and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |
| **SCHEDULE C – PREVIOUS PERFORMANCE**<br>*Refer clause 2(a)(iii), 2(b), and Schedule C – Previous Performance*<br>The extent to which the Applicant has demonstrated that it has the experience and ability to perform the services, achieve completion and otherwise meet its obligations under the contract if it is the successful tenderer. | **30%** |
| **SCHEDULE D - INFORMATION SECURITY**<br>*Refer clause 2(a)(iv), 2(b) and Schedule D – Information Security*<br>Whether or not the Applicant has demonstrated that it has the ability to meet its information security obligations if it is invited to lodge a tender for the services and will otherwise meet its obligations under the contract if it is the successful tenderer. | **YES/NO** |

# NON DIP PM/CA

## PMCA-1 2023 - REQUEST FOR TENDER (RFT)

## (*TO BE USED ONLY FOR NON PANEL PMCA PROCUREMENTS AND WHEN USING THE STANDALONE PMCA CONTRACTING TEMPLATE)*

| NON DIP PMCA<br>Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br>*Refer clause 3.1(a)*<br>The Tender must be lodged electronically via AusTender at www.tenders.gov.au, and received before the ATM Close Date and ATM Close Time.<br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br>*Refer clause 3.1(b), Tender Schedule H – Statement of Tax Record, Tender Schedule I – Indigenous Procurement Policy, Tender Schedule F – Alternative Proposals and Tender Schedule G – Miscellaneous Matters for Evaluation*<br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which the Tenderer cannot withdraw its Tender;<br>• if clause 28.1 applies, the Tenderer must complete and lodge Tender Schedule H - Statement of Tax Record; and<br>• if the Tender Particulars state that it applies, the Tenderer must complete and lodge Tender Schedule I – Indigenous Procurement Policy;<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule F - Alternative Proposals; and<br>B. in respect of clauses 2.20 – 2.24 of the Terms of Engagement in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule G – Miscellaneous Matter For Evaluation.<br>*If "No", refer to clause 3.3(b).* | **YES/NO** |

| NON DIP PMCA<br>Conformance Check | Weighting |
|---|---|
| **CONDITIONS FOR PARTICIPATION**<br>*Refer clause 3.1(c) and Tender Particulars*<br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).<br>*If "No", refer to clause 3.3(c).* | **YES/NO** |

| NON DIP PMCA<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A – PROJECT UNDERSTANDING**<br>*Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A – Project Understanding*<br>The extent to which the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions, resources and management strategies in performing the Services, achieving Completion and otherwise meeting its obligations under the Contract in Part 5, being:<br>A. Project DCAP; and<br>B. draft project plans. | **50% OR 70% if Tender Schedule C applies** |
| **TENDER SCHEDULE B – PROPOSED RESOURCES**<br>*Refer clause 4(a)(ii), 4(c), 4(d) and Tender Schedule A – Project Performance, Tender Schedule B – Proposed Resources*<br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Services, achieve Completion and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **20% OR 30% if Tender Schedule C applies** |
| **TENDER SCHEDULE C – PREVIOUS PERFORMANCE**<br>*Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C – Previous Performance*<br>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Services, achieve Completion and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.<br>OR<br>Not used. | **30% OR N/A** |

| NON DIP PMCA<br>Evaluation Criteria | Weighting |
|---|---|
| [***Note***: *Refer to Tender Particulars for which option applies.*] | |
| **TENDER SCHEDULE D – COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br>*Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D – Commonwealth Procurement Rules Compliance*<br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards, provided details of its practices regarding labour regulations and ethical employment and promoting environmental sustainability in relation to the Services and has outlined how the Project and its approach to the Services may directly benefit the Australian economy. | **VFM** |
| **TENDER SCHEDULE E – FINANCIAL**<br>*Refer clause 4(a)(v), 4(c), 4(d), Tender Schedule E – Financial*<br>The extent to which the Tenderer has demonstrated that its Fee and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE F – ALTERNATIVE PROPOSALS (IF ANY) (SUBJECT TO CLAUSE 3.2)**<br>*Refer clause 3.2, 4(a)(vi), 4(c), 4(d) and Tender Schedule F – Alternative Proposals*<br>The extent to which the Tenderer has demonstrated greater value for money. | **VFM** |
| **TENDER SCHEDULE G – MISCELLANEOUS MATTERS FOR EVALUATION**<br>*Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G – Miscellaneous Matters for Evaluation*<br>A. insurance details and levels and Tenderer's commercial-in-confidence information; and<br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it is the successful Tenderer. | **A. VFM**<br>**B. YES/NO** |

| NON DIP PMCA<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE I – INDIGENOUS PROCUREMENT POLICY**<br>*Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule I – Indigenous Procurement Policy*<br>The extent to which the Tenderer has demonstrated:<br>A. its commitment to increasing Indigenous participation, including:<br>1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes;<br>2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and<br>3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with:<br>a) an Indigenous Participation Plan; and<br>b) the mandatory minimum requirements for the Indigenous Procurement Policy; and<br>B. if clause 29.3 applies, that it will ensure that the Services deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area,<br>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **VFM OR**<br>**N/A** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br>*Refer clause 4(b) and Tender Particulars*<br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br>***[Note: "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]*** | **As set out in the Tender Particulars** |

# DSC-1 2021 - INVITATION TO REGISTER (ITR)

| DSC-1 2021<br>Conformance Check | Assessment |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br>*Refer clause 3.1(a)*<br><br>The Registration of Interest must be lodged electronically via AusTender at www.tenders.gov.au, and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.2(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br>*Refer clause 3.1(b) and Schedule E - Statement of Tax Record*<br><br>If clause 20 applies, the Applicant must, at the time of lodging its Registration of Interest, complete and lodge Schedule E - Statement of Tax Record (including by attaching all valid and satisfactory STRs required for its entity type).<br><br>*If "No", refer to clause 3.2(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br>*Refer clause 3.1(c) and Schedule D - Conditions for Participation*<br><br>The Applicant must, at the time of lodging its Registration of Interest, satisfy each condition for participation specified in Schedule D - Conditions for Participation (if any).<br><br>*If "No", refer to clause 3.2(c).* | **YES/NO OR N/A** |

| DSC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE A - PROPOSED RESOURCES**<br>*Refer clause 2(a)(i), 2(b) and Schedule A - Proposed Resources*<br><br>The extent to which the Applicant has demonstrated that it has the resources and capacity to perform the services and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |
| **SCHEDULE B - PREVIOUS PERFORMANCE**<br>*Refer clause 2(a)(ii), 2(b) and Schedule B - Previous Performance*<br><br>The extent to which the Applicant has demonstrated that it has the experience and ability to perform the services and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |

| DSC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE C - INFORMATION SECURITY**<br>*Refer clause 2(a)(iii), 2(b) and Schedule C - Information Security*<br><br>Whether or not the Applicant has demonstrated that it has the ability to meet its information security obligations if it is invited to lodge a tender for the services and will otherwise meet its obligations under the contract if it is the successful tenderer. | **YES/NO** |

# DSC-1 2021 - REQUEST FOR TENDER (RFT)

| DSC-1 2021<br>Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged electronically via AusTender at www.tenders.gov.au, and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clauses 3.1(b), Tender Schedule G - Alternative Proposals, item 1 of Tender Schedule H - Miscellaneous Matters for Evaluation, Tender Schedule I - Statement of Tax Record, Tender Schedule J - Indigenous Procurement Policy, item C of Tender Schedule K – Environmentally Sustainable Procurement,*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• if clause 27.1 applies, the Tenderer must complete and lodge Tender Schedule I - Statement of Tax Record;<br>• if the Tender Particulars state that it applies, the Tenderer must complete and lodge Tender Schedule J - Indigenous Procurement Policy;<br>• if clause 29 applies, the Tenderer must complete and lodge item C of Tender Schedule K – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule G - Alternative Proposals; and<br>B. in respect of clauses 5.1 - 5.5 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule H - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |

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| **CONDITIONS FOR PARTICIPATION (IF APPLICABLE)**<br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).<br><br>*If "No", refer to clause 3.3(c).* | **YES/NO OR N/A** |
| **DSC-1 2021<br>Evaluation Criteria** | **Weighting** |
| **TENDER SCHEDULE A - DRAFT PROJECT PLANS**<br><br>*Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Draft Project Plans*<br><br>Whether or not the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Services to which the relevant Project Plans relate if it is the successful Tenderer.<br><br>*[**Note**: PMCA Board Members are to seek the Chair's approval for the Board to obtain subject matter expert advice on the WHS plan from an Adviser for consideration by the Board and for inclusion in the TEBR. The Adviser may be from within the PMCA's organisation as required.]* | **YES/NO** |
| **TENDER SCHEDULE B - PROPOSED RESOURCES**<br><br>*Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule D – Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Services and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **50% OR 35% if Tender Schedule C applies** |

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|---|---|
| **TENDER SCHEDULE C - PREVIOUS PERFORMANCE (IF APPLICABLE)**<br><br>*Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Previous Performance*<br><br>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Services and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.<br><br>OR<br><br>Not used.<br><br>[***Note***: *Refer to Tender Particulars for which option applies.*] | **30% OR N/A if assessed at an ITR stage** |
| **TENDER SCHEDULE D – PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D – Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Services and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **50% OR 35% if Tender Schedule C applies** |
| **TENDER SCHEDULE E - COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards, provided details of its practices regarding labour regulations, ethical employment, achieving efficiencies and savings in whole of life costs and, where clause 29 does not apply, promoting environmental sustainability in relation to the Services and has outlined how the Project and its approach to the Services may directly benefit the Australian economy. | **VFM** |
| **TENDER SCHEDULE F – FINANCIAL**<br><br>*Refer clause 4(a)(vi), 4(c), 4(d), Tender Schedule F - Financial*<br><br>The extent to which the Tenderer has demonstrated that its Fee and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |

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| **TENDER SCHEDULE G - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)**<br><br>*Refer clause 3.2, 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule F). Both items are assessed by the Board at the VFM stage; their separation allows the information submitted under item 1 of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.*] | **VFM** |
| **TENDER SCHEDULE H - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Miscellaneous Matters For Evaluation*<br><br>A. insurance details and levels and Tenderer's commercial-in-confidence information; and<br>B. information security - whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it is the successful Tenderer. | **A. VFM**<br><br>**B. YES/NO** |

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|---|---|
| **TENDER SCHEDULE J - INDIGENOUS PROCUREMENT POLICY (IF APPLICABLE)**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule J - Indigenous Procurement Policy*<br><br>The extent to which the Tenderer has demonstrated:<br>A. its commitment to increasing Indigenous participation, including:<br>1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes;<br>2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and<br>3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with:<br>a) an Indigenous Participation Plan; and<br>b) the mandatory minimum requirements for the Indigenous Procurement Policy; and<br>B. if clause 28.3 applies, that it will ensure that the Services deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **VFM** |

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|---|---|
| **TENDER SCHEDULE K – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT (IF CLAUSE 29 APPLIES)**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule K – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br><br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Services and the design of the Works is satisfactory;<br><br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br><br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br><br>D. its corporate commitment to environmental sustainability is satisfactory,<br><br>and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **VFM** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>***[Note: "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]*** | **As set out in the Tender Particulars** |

# HC-1 2021 / MCC-1 2021 / MW-2 2021 - INVITATION TO REGISTER (ITR)

| HC-1 2021/MCC-1 2021/MW-2 2021<br>Conformance Check | Assessment |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br>*Refer clause 3.1(a)*<br><br>The Registration of Interest must be lodged electronically via AusTender at www.tenders.gov.au and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.2(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br>*Refer clause 3.1(b), clause 23 and Schedule E - Statement of Tax Record*<br><br>If clause 23 applies, the Applicant must, at the time of lodging its Registration of Interest, satisfy the minimum form and content requirement for this registration of interest process being that the Applicant must complete and lodge Schedule E - Statement of Tax Record (including by attaching all valid and satisfactory STRs required for its entity type).<br><br>*If "No", refer to clause 3.2(b).* | **YES/NO** |
| **SCHEDULE D - CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br>*Refer clause 3.1(c), Schedule D - Conditions for Participation*<br><br>The Applicant must, at the time of lodging its Registration of Interest, satisfy each condition for participation specified in Schedule D - Conditions for Participation (if any).<br><br>*If "No", refer to clause 3.2(c).* | **YES/NO OR N/A** |

| HC-1 2021/MCC-1 2021/MW-2 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE A - PROPOSED RESOURCES**<br>*Refer clause 2(a)(i), 2(b), Schedule A - Proposed Resources*<br><br>The extent to which the Applicant has demonstrated that it has the resources and capacity to perform the contractor's activities and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |
| **SCHEDULE B - PREVIOUS PERFORMANCE**<br>*Refer clause 2(a)(ii), 2(b) and Schedule B - Previous Performance*<br><br>The extent to which the Applicant has demonstrated that it has the experience and ability to perform the contractor's activities and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |

| HC-1 2021/MCC-1 2021/MW-2 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE C - INFORMATION SECURITY**<br>*Refer clause 2(a)(iii), 2(b) and Schedule C - Information Security*<br><br>Whether or not the Applicant has demonstrated that it has the ability to meet its information security obligations if it is invited to lodge a tender for the contractor's activities and the works and will otherwise meet its obligations under the contract if it is the successful tenderer. | **YES/NO** |

# HC-1 2021 - REQUEST FOR TENDER (RFT)

| HC-1 2021<br>Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged electronically via AusTender at www.tenders.gov.au, and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), item 1 of Tender Form and Statutory Declaration in Part 3, section 1 of Tender Schedule E – Industry Inclusion and Skills, Tender Schedule J – Statement of Tax Record, item C of Tender Schedule L – Environmentally Sustainable Procurement, Tender Schedule H – Alternative Proposals, item 1 of Tender Schedule I – Miscellaneous Matters For Evaluation.*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• the Tenderer must complete and lodge section 1 of Tender Schedule E – Industry Inclusion and Skills;<br>• if clause 29.1 applies, the Tenderer must complete and lodge Tender Schedule J - Statement of Tax Record;<br>• the Tenderer must complete and lodge item C of Tender Schedule L – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and<br>B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |

| HC-1 2021<br>Conformance Check | Weighting |
|---|---|
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br><br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).<br><br>*If "No", refer to clause 3.3(c).* | **YES/NO OR N/A** |

| HC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A - DRAFT PROJECT PLANS**<br><br>*Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Draft Project Plans*<br><br>Whether or not the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Contractor's Activities to which the relevant Project Plans relate if it is the successful Tenderer.<br><br>[***Note**: PMCA Board Members are to provide subject matter expert advice on the WHS plan for inclusion in the TEBR, and may source this advice from subject matter experts within their organisation as required.*] | **YES/NO** |
| **TENDER SCHEDULE B - PROPOSED RESOURCES**<br><br>*Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule D - Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **40% OR 30% if Tender Schedule C applies** |

| HC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE C – PREVIOUS PERFORMANCE**<br><br>*Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C – Previous Performance*<br><br>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.<br><br>OR<br><br>Not used.<br><br>[***Note***: *Refer to Tender Particulars for which option applies.*] | **20% if applicable** |
| **TENDER SCHEDULE D – PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D – Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **40% OR 30% if Tender Schedule C applies** |
| **TENDER SCHEDULE E – INDUSTRY INCLUSION AND SKILLS**<br><br>*Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E – Industry Inclusion and Skills*<br><br>The extent to which the Tenderer has demonstrated:<br><br>A. its commitment to increasing Indigenous participation and, if clause 27.3 applies, that it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area;<br><br>B. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and<br><br>C. that:<br><br>1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if | **20%** |

| HC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| any) is satisfactory; and<br><br>2) it will:<br>a) if clause 31.1 applies, meet the Skills Guarantee Targets set out in its Tender; or<br><br>b) if clause 31.2 applies, meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | |
| **TENDER SCHEDULE F – COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F – Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment and achieving efficiencies and savings in whole of life costs in relation to the Contractor's Activities. | **VFM** |
| **TENDER SCHEDULE G - FINANCIAL**<br><br>*Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule F - Financial*<br><br>The extent to which the Tenderer has demonstrated that its Contract Price and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money**.** | **VFM** |
| **TENDER SCHEDULE H - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)**<br><br>*Refer clause 3.2, 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule G). Both items are assessed by the Board at the VFM* | **VFM** |

| HC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| *stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.]* | |
| **TENDER SCHEDULE I - MISCELLANEOUS MATTERS FOR EVALUATION**<br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Miscellaneous Matters For Evaluation*<br><br>A. insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods; and<br><br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it is the successful Tenderer. | **A. VFM**<br><br>**B. YES/NO** |
| **TENDER SCHEDULE L – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule L – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br><br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;<br><br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br><br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br><br>D. its corporate commitment to environmental sustainability is satisfactory,<br><br>and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **VFM** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>***[Note: "None stated" is the default position for that item of the Tender*** | **As set out in the Tender Particulars** |

| HC-1 2021<br>Evaluation Criteria | Weighting |
|---|---|
| ***Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]*** | |

# MCC 1-2021 – REQUEST FOR TENDER (RFT)

| MCC-1 2021<br>RFT Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged electronically via AusTender at www.tenders.gov.au, and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), section 1 of Tender Schedule E – Industry Inclusion and Skills, Tender Schedule J - Statement of Tax Record, item C of Tender Schedule L – Environmentally Sustainable Procurement, Tender Schedule H - Alternative Proposals, and item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation*<br><br>The Tenderer must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• the Tenderer must complete and lodge section 1 of Tender Schedule E – Industry Inclusion and Skills;<br>• if clause 29.1 applies, the Tenderer must complete and lodge Tender Schedule J - Statement of Tax Record;<br>• the Tenderer must complete and lodge item C of Tender Schedule L – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and<br>B. in respect of clauses 5.4 – 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |

| MCC-1 2021<br>RFT Conformance Check | Weighting |
|---|---|
| **CONDITIONS FOR PARTICIPATION (IF APPLICABLE)**<br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).<br><br>*If "No", refer to clause 3.3(c).* | **YES/NO OR N/A** |

| MCC-1 2021<br>RFT Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A - PROJECT UNDERSTANDING**<br><br>*Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Project Understanding*<br><br>The extent to which the Tenderer has demonstrated that it comprehends key issues, risks and opportunities and will implement appropriate solutions, resources and management strategies in performing the Contractor's Activities and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer, being:<br><br>A. issues, risks and opportunities and<br><br>B. draft project plans (as specified in Tender Schedule A - Project Understanding).<br><br>[***Note**: PMCA Board Members are to provide subject matter expert advice on the WHS plan for inclusion in the TEBR, and may source this advice from subject matter experts within the organisation as required.*] | **20%** |
| **TENDER SCHEDULE B - PROPOSED RESOURCES**<br><br>*Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule D - Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **30% OR 20% if Tender Schedule C applies** |

| MCC-1 2021<br>RFT Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE C - PREVIOUS PERFORMANCE**<br><br>*Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Previous Performance*<br><br>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.<br><br>OR<br><br>Not used.<br><br>[***Note***: *Refer to Tender Particulars for which option applies*.] | **20% OR N/A if assessed at an ITR stage** |
| **TENDER SCHEDULE D - PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **30% OR 20% if Tender Schedule C applies** |

| MCC-1 2021<br>RFT Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE E – INDUSTRY INCLUSION AND SKILLS**<br><br>*Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E – Industry Inclusion and Skills*<br><br>The extent to which the Tenderer has demonstrated:<br><br>A. its commitment to increasing Indigenous participation and, if clause 27.3 applies, that it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area;<br><br>B. its commitment to local industry participations and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and<br><br>C. that:<br><br>1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and<br><br>2) in the Delivery Phase, it will:<br><br>a) if clause 31.1 applies, meet the Skills Guarantee Targets set out in its Tender; or<br><br>b) if clause 31.2 applies, meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **20%** |
| **TENDER SCHEDULE F - COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment and achieving efficiencies and savings in whole of life costs in relation to the Contractor's Activities in relation to the Contractor's Activities. | **VFM** |

| MCC-1 2021<br>RFT Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE G – FINANCIAL**<br><br>*Refer clause 4(a)(vii), 4(c), 4(d), and Tender Schedule G - Financial*<br><br>The extent to which the Tenderer has demonstrated that its tendered amounts and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE H - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)**<br><br>*Refer clause 3.2, 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note****: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule G). Both items are assessed by the Board at the VFM stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.*] | **VFM** |
| **TENDER SCHEDULE I - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Miscellaneous Matters For Evaluation* | **A. VFM** |
| A. insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods; and<br><br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it is the successful Tenderer. | **B. YES/NO** |

| MCC-1 2021<br>RFT Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE L – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule L – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br><br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;<br><br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br><br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br><br>D. its corporate commitment to environmental sustainability is satisfactory,<br><br>and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **VFM** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br><br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>***[Note: "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]*** | **As set out in the Tender Particulars** |

# MW-2 2021 - REQUEST FOR TENDER (RFT)

| MW-2 2021<br>Conformance Check | Weighting |
|---|---|
| **ATM CLOSE TIME AND ATM CLOSE DATE AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged electronically via AusTender at www.tenders.gov.au, and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), section 1 of Tender Schedule E – Industry Inclusion and Skills, Tender Schedule J - Statement of Tax Record, item C of Tender Schedule L – Environmentally Sustainable Procurement, Tender Schedule H – Alternative Proposals, and item 1 of Tender Schedule I - Miscellaneous Matters for Evaluation.*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• if the Tender Particulars state that clauses 27.3 and 27.4 apply, the Tenderer must complete and lodge section 1 of Tender Schedule E – Industry Inclusion and Skills;<br>• if clause 29.1 applies, the Tenderer must complete and lodge Tender Schedule J - Statement of Tax Record; and<br>• if clause 30 applies, the Tenderer must complete and lodge item C of Tender Schedule L – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and<br>B. in respect of clauses 4.3 - 4.6 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |

| MW-2 2021<br>Conformance Check | Weighting |
|---|---|
| **CONDITIONS FOR PARTICIPATION (IF APPLICABLE)**<br><br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).<br><br>*If "No", refer to clause 3.3(c).* | **YES/NO OR N/A** |

| MW-2 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A - DRAFT PROJECT PLANS**<br><br>*Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Draft Project Plans*<br><br>Whether or not the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Contractor's Activities to which the relevant Project Plans relate if it is the successful Tenderer.<br><br>[***Note**: PMCA Board Members are to provide subject matter expert advice on the WHS plan for inclusion in the TEBR, and may source this advice from subject matter experts within their organisation as required*.] | **YES/NO** |
| **TENDER SCHEDULE B - PROPOSED RESOURCES**<br><br>*Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **40% OR 30% if Tender Schedule C applies** |
| **TENDER SCHEDULE C - PREVIOUS PERFORMANCE**<br><br>*Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C – Previous Performance*<br><br>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.<br><br>OR | **20% OR N/A if assessed at an ITR stage** |

| MW-2 2021<br>Evaluation Criteria | Weighting |
|---|---|
| Not used.<br><br>[***Note***: *Refer to Tender Particulars for which option applies*.] | |
| **TENDER SCHEDULE D – PROGRAM**<br><br>*Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Program*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **40% OR 30% if Tender Schedule C applies** |
| **TENDER SCHEDULE E – INDUSTRY INCLUSION AND SKILLS**<br><br>*Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E – Industry Inclusion and Skills*<br><br>The extent to which the Tenderer has demonstrated:<br><br>A. if clauses:<br><br>1) 27.1 and 27.2 apply, that it has a satisfactory approach to delivering Indigenous employment and supplier use outcomes; and<br><br>2) if clauses 27.3 and 27.4 apply, its commitment to increasing Indigenous participation and, in clause 27.5 applies, that it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area;<br><br>B. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and<br><br>C. that, if clause 31 applies:<br><br>1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and<br><br>2) it will meet the Skills Guarantee Targets set out in its Tender,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **20%** |

| MW-2 2021<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE F - COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment, achieving efficiencies and savings in whole of life costs and, where clause 30 does not apply, promoting environmental sustainability in relation to the Contractor's Activities. | **VFM** |
| **TENDER SCHEDULE G – FINANCIAL**<br><br>*Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Financial*<br><br>The extent to which the Tenderer has demonstrated that its Contract Price and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE H - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)**<br><br>*Refer clause 3.2, 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule G). Both items are assessed by the Board at the VFM stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.*] | **VFM** |
| **TENDER SCHEDULE I - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Miscellaneous Matters For Evaluation* | **A. VFM** |

| MW-2 2021<br>Evaluation Criteria | Weighting |
|---|---|
| A. insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods; and<br><br>B. information security - whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it is the successful Tenderer. | **B. YES/NO** |
| **TENDER SCHEDULE L – ENVIRONMETALLY SUSTAINABLE PROCUREMENT (IF CLAUSE 30 APPLIES)**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule L – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br><br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;<br><br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br><br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br><br>D. its corporate commitment to environmental sustainability is satisfactory,<br><br>and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer | **VFM** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br><br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>***[Note: "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]*** | **As set out in the Tender Particulars** |

# ECI-HC 2025 - INVITATION TO REGISTER (ITR)

| ECI HC 2022<br>Conformance Check | Assessment |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Registration of Interest must be lodged electronically via AusTender at www.tenders.gov.au and must be received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.2(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b) and Schedule E - Statement of Tax Record*<br><br>If clause 23 applies, the Applicant must, at the time of lodging its Registration of Interest, satisfy the minimum form and content requirement for this registration of interest process being that the Applicant must complete and lodge Schedule E - Statement of Tax Record (including by attaching all valid and satisfactory STRs required for its entity type).<br><br>*If "No", refer to clause 3.2(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br><br>*Refer clause 3.1(c) and Schedule D - Conditions for Participation*<br><br>The Applicant must, at the time of lodging its Registration of Interest, satisfy each condition for participation specified in Schedule D - Conditions for Participation (if any).<br><br>*If "No", refer to clause 3.2(c).* | **YES/NO OR N/A** |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE A – PROPOSED RESOURCES**<br><br>*Refer clause 2(a)(i), 2(b), Schedule A – Proposed Resources*<br><br>The extent to which the Applicant has demonstrated that it has the resources and capacity to perform the contractor's activities and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| **SCHEDULE B – PREVIOUS PERFORMANCE**<br><br>*Refer clause 2(a)(ii), 2(b) and Schedule B – Previous Performance*<br><br>The extent to which the Applicant has demonstrated that it has the experience and ability to perform the contractor's activities and otherwise meet its obligations under the contract if it is the successful tenderer. | **50%** |
| **SCHEDULE C - INFORMATION SECURITY**<br><br>*Refer clause 2(a)(iii), 2(b) and Schedule C - Information Security*<br><br>Whether or not the Applicant has demonstrated that it has the ability to meet its information security obligations if it is invited to lodge a tender for the contractor's activities and the works and will otherwise meet its obligations under the contract if it is the successful tenderer. | **YES/NO** |

# ECI-HC 2025 – REQUEST FOR TENDER (RFT)

| ECI-HC 2025<br>Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged electronically via AusTender at www.tenders.gov.au and received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), Tender Schedule E – Industry Inclusion and Skills, item C of Tender Schedule L – Environmentally Sustainable Procurement, Tender Schedule H - Alternative Proposals, item 1 of Tender Schedule I – Miscellaneous Matters for Evaluation and Tender Schedule J - Statement of Tax Record.*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• the Tenderer must complete and lodge section 1 of Tender Schedule E – Industry Inclusion and Skills;<br>• if clause 29.1 applies, the Tenderer must complete and lodge Tender Schedule J – Statement of Tax Record;<br>• the Tenderer must complete and lodge item C of Tender Schedule L – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and<br>B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br><br>*Refer clause 3.1(c)* | **YES/NO OR N/A** |

| ECI-HC 2025<br>Conformance Check | Weighting |
|---|---|
| The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).<br><br>*If "No", refer to clause 3.3(c).* | |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A - PROJECT UNDERSTANDING**<br><br>*Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A – Project Understanding*<br><br>The extent to which the Tenderer has demonstrated that it comprehends key issues, risks and opportunities and will implement appropriate solutions, resources and management strategies in performing the Contractor's Activities and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer, being:<br><br>A. issues, risks and opportunities; and<br><br>B. draft project plans (as specified in Tender Schedule A – Project Understanding).<br><br>[***Note**: PMCA Board Members are to provide subject matter expert advice on the WHS plan for inclusion in the TEBR, and may source this advice from subject matter experts within their organisation as required.*] | **20%** |
| **TENDER SCHEDULE B - PROPOSED RESOURCES**<br><br>*Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule D - Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **30% OR 20% if Tender Schedule C – Previous Performance applies** |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE C - PREVIOUS PERFORMANCE**<br><br>*Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Previous Performance*<br><br>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.<br><br>OR<br><br>Not used.<br><br>[***Note***: *Refer to Tender Particulars for which option applies.]* | **20% OR N/A if assessed at an ITR stage** |
| **TENDER SCHEDULE D - PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **30% OR 20% if Tender Schedule C – Previous Performance applies** |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE E - INDUSTRY INCLUSION AND SKILLS**<br><br>*Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Industry Inclusion and Skills*<br><br>The extent to which the Tenderer has demonstrated:<br><br>A. its commitment to increasing Indigenous participation and, if clause 27.3 applies, that it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area;<br><br>B. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and<br><br>C. that:<br><br>1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and<br><br>2) in the Delivery Phase, it will:<br><br>a) if clause 31.1 applies, meet the Skills Guarantee Targets set out in its Tender; or<br><br>b) if clause 31.2 applies, meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | **20%** |
| **TENDER SCHEDULE F - COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment and achieving efficiencies and savings in whole of life costs in relation to the Contractor's Activities.<br><br>[***Note**: Broader benefits to the Australian economy (CPRs 2024, paragraphs 4.7-4.8) are considered at Tender Schedule E – Industry* | **VFM** |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| *Inclusion and Skills.*] | |
| **TENDER SCHEDULE G – FINANCIAL**<br><br>*Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Financial*<br><br>The extent to which the Tenderer has demonstrated that its Contract Price and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE H - ALTERNATIVE PROPOSALS** (SUBJECT TO CLAUSE 3.2)<br><br>*Refer clause 3.2, 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule H). Both items are assessed by the Board at the VFM stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.]* | **VFM** |
| **TENDER SCHEDULE I - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Miscellaneous Matters For Evaluation* | **A. VFM** |
| A. insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods; and<br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it is the successful Tenderer. | **B. YES/NO** |

| ECI-HC 2025<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE L – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule L – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br><br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;<br><br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br><br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br><br>D. its corporate commitment to environmental sustainability is satisfactory,<br><br>and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. | |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br><br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>*[**Note:** "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]* | **As set out in the Tender Particulars** |

# DSC SOLE SOURCE PROCURMENT – REQUEST FOR TENDER (RFT)

| DSC Sole Source Procurement Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged in the manner specified by the Tender Particulars and received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), Tender Schedule J – Indigenous Procurement Policy; Tender Schedule K – Environmentally Sustainable Procurement; Tender Schedule G – Alternative Proposals, and Tender Schedule H – Miscellaneous Matters for Evaluation*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• if the Tender Particulars state that it applies, the Tenderer must complete and lodge Tender Schedule J – Indigenous Procurement Policy;<br>• if clause 29 applies, the Tenderer must complete and lodge item C of Tender Schedule K – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule G - Alternative Proposals; and<br>B. in respect of clauses 5.1 - 5.5 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule H - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br><br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition | **YES/NO OR N/A** |

| DSC Sole Source Procurement<br>Conformance Check | Weighting |
|---|---|
| for participation specified in the Tender Particulars (if any).<br><br>*If "No", refer to clause 3.3(c).* | |

| DSC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A – DRAFT PROJECT PLANS**<br><br>*Refer clause 4.1(a)(i), 4(c), 4(d) and Tender Schedule A – Draft Project Plans*<br><br>Whether or not the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Services to which the relevant Project Plans relate if its Tender is successful. | **YES/NO** |
| **TENDER SCHEDULE B – PROPOSED RESOURCES**<br><br>*Refer clause 4.1(a)(ii), 4(c), 4(d), Tender Schedule B – Proposed Resources and Tender Schedule D – Program and Minimum Resource Schedule.*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Services and otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **50%** |
| **TENDER SCHEDULE D – PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4.1(a)(iv), 4(c), 4(d) and Tender Schedule D – Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Services and otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **50%** |
| **TENDER SCHEDULE E – COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4.1(a)(v), 4(c), 4(d) and Tender Schedule E – Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards, provided details of its practices | **VFM** |

| DSC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| regarding labour regulations, ethical employment, achieving efficiencies and savings in whole of life costs and, where clause 29 does not apply, promoting environmental sustainability in relation to the Services and has outlined how the Project and its approach to the Services may directly benefit the Australian economy. | |
| **TENDER SCHEDULE F – FINANCIAL**<br><br>*Refer clause 4.1(a)(vi), 4(c), 4(d) and Tender Schedule F – Financial*<br><br>The extent to which the Tenderer has demonstrated that its Fee and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE G – ALTERNATIVE PROPOSALS** (SUBJECT TO CLAUSE 3.2)<br><br>*Refer clause 3.2, 4.1(a)(vii), 4(c), 4(d) and Tender Schedule G – Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule F. Both items are assessed by the Board at the VFM stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.*] | **VFM** |
| **TENDER SCHEDULE H - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Miscellaneous Matters For Evaluation*<br><br>A. insurance details and levels and Tenderer's commercial-in-confidence information; and<br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if it Tender is successful. | **A. VFM**<br><br>**B. YES/NO** |
| **TENDER SCHEDULE J – INDIGENOUS PROCUREMENT POLICY**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule J – Indigenous* | **VFM OR N/A** |

| DSC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| *Procurement Policy*<br><br>The extent to which the Tenderer has demonstrated:<br>A. its commitment to increasing Indigenous participation, including:<br>1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes;<br>2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and<br>3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with:<br>a) an Indigenous Participation Plan; and<br>b) the mandatory minimum requirements for the Indigenous Procurement Policy; and<br>B. if clause 28.3 applies, that it will ensure that the Services deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | |
| **TENDER SCHEDULE K – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule K – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Services and the design of the Works is satisfactory;<br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br>D. its corporate commitment to environmental sustainability is satisfactory,<br>and that it will otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **VFM OR N/A** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br><br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.] | **As set out in the Tender Particulars** |

| DSC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| *[**Note:** "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]* | |

# MCC SOLE SOURCE PROCURMENT – REQUEST FOR TENDER (RFT)

| MCC Sole Source Procurement<br>Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged in the manner specified by the Tender Particulars and received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), Tender Schedule E – Industry Inclusion and Skills; Tender Schedule L – Environmentally Sustainable Procurement; Tender Schedule H – Alternative Proposals, and Tender Schedule I – Miscellaneous Matters for Evaluation*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• the Tenderer must complete and lodge section 1 of Tender Schedule E – Industry Inclusion and Skills;<br>• the Tenderer must complete and lodge item C of Tender Schedule L – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and<br>B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br><br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any). | **YES/NO OR N/A** |

| MCC Sole Source Procurement<br>Conformance Check | Weighting |
|---|---|
| *If "No", refer to clause 3.3(c).* | |

| MCC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A – PROJECT UNDERSTANDING**<br><br>*Refer clause 4.1(a)(i), 4(c), 4(d) and Tender Schedule A – Project Understanding*<br><br>The extent to which the Tenderer has demonstrated that it comprehends key issues, risks and opportunities and will implement appropriate solutions, resources and management strategies in performing the Contractor's Activities and otherwise meeting its obligations under the Contract in Part 5 if its Tender is successful, being<br><br>A. issues, risks and opportunities; and<br>B. draft project plans. | **20%** |
| **TENDER SCHEDULE B – PROPOSED RESOURCES**<br><br>*Refer clause 4.1(a)(ii), 4(c), 4(d), Tender Schedule B – Proposed Resources and Tender Schedule D – Program and Minimum Resource Schedule.*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **30%** |
| **TENDER SCHEDULE D – PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4.1(a)(iv), 4(c), 4(d) and Tender Schedule D – Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **30%** |
| **TENDER SCHEDULE E – INDUSTRY INCLUSION AND SKILLS**<br><br>*Refer clause 4.1(a)(v), 4(c), 4(d) and Tender Schedule E – Industry Inclusion and Skills* | **20%** |

| MCC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| The extent to which the Tenderer has demonstrated:<br>A. its commitment to increasing Indigenous participation and, if clause 27.3 applies, that it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area;<br>B. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and<br>C. that:<br>1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and<br>2) in the Delivery Phase, it will:<br>a) if clause 31.1 applies, meet the Skills Guarantee Targets set out in its Tender; or<br>b) if clause 31.2 applies, meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | |
| **TENDER SCHEDULE F – COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4.1(a)(vi), 4(c), 4(d) and Tender Schedule F – Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment and achieving efficiencies and savings in whole of life costs in relation to the Contractor's Activities. | **VFM** |
| **TENDER SCHEDULE G – FINANCIAL**<br><br>*Refer clause 4.1(a)(vii), 4(c), 4(d) and Tender Schedule G – Financial*<br><br>The extent to which the Tenderer has demonstrated that its tendered amounts and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE H – ALTERNATIVE PROPOSALS** (SUBJECT TO CLAUSE 3.2)<br><br>*Refer clause 3.2, 4.1(a)(viii), 4(c), 4(d) and Tender Schedule H –* | **VFM** |

| MCC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| *Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money.<br><br>[***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule G. Both items are assessed by the Board at the VFM stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.*] | |
| **TENDER SCHEDULE I - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Miscellaneous Matters For Evaluation* | **A. VFM** |
| A. insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods; and<br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if its Tender is successful. | **B. YES/NO** |
| **TENDER SCHEDULE L – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule L – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;<br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br>D. its corporate commitment to environmental sustainability is satisfactory,<br>and that it will otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **VFM** |

| MCC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| | |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br><br>*Refer clause 4(b) and Tender Particulars*<br><br>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>*[**Note:** "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]* | **As set out in the Tender Particulars** |

# HC SOLE SOURCE PROCURMENT – REQUEST FOR TENDER (RFT)

| HC Sole Source Procurement Conformance Check | Weighting |
|---|---|
| **ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT**<br><br>*Refer clause 3.1(a)*<br><br>The Tender must be lodged in the manner specified by the Tender Particulars and received before the ATM Close Date and ATM Close Time.<br><br>*If "No", refer to clause 3.3(a).* | **YES/NO** |
| **MINIMUM FORM AND CONTENT REQUIREMENTS**<br><br>*Refer clause 3.1(b), Tender Schedule E – Industry Inclusion and Skills; Tender Schedule L – Environmentally Sustainable Procurement; Tender Schedule H – Alternative Proposals, and Tender Schedule I – Miscellaneous Matters for Evaluation*<br><br>The Tender must satisfy each minimum form and content requirement as follows:<br>• the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender;<br>• the Tenderer must complete and lodge section 1 of Tender Schedule E – Industry Inclusion and Skills;<br>• the Tenderer must complete and lodge item C of Tender Schedule L – Environmentally Sustainable Procurement; and<br>• the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except:<br>A. subject to subsubparagraph B, to the extent provided for under clause 3.2 and expressly set out by the Tenderer in Tender Schedule H - Alternative Proposals; and<br>B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule I - Miscellaneous Matters for Evaluation.<br><br>*If "No", refer to clause 3.3(b).* | **YES/NO** |
| **CONDITIONS FOR PARTICIPATION** (IF APPLICABLE)<br><br>*Refer clause 3.1(c)*<br><br>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any). | **YES/NO OR N/A** |

| HC Sole Source Procurement<br>Conformance Check | Weighting |
|---|---|
| *If "No", refer to clause 3.3(c).* | |

| HC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| **TENDER SCHEDULE A – DRAFT PROJECT PLANS**<br><br>*Refer clause 4.1(a)(i), 4(c), 4(d) and Tender Schedule A – Draft Project Plans*<br><br>Whether or not the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Contractor's Activities to which the relevant Project Plans relate if its Tender is successful. | **YES/NO** |
| **TENDER SCHEDULE B – PROPOSED RESOURCES**<br><br>*Refer clause 4.1(a)(ii), 4(c), 4(d), Tender Schedule B – Proposed Resources and Tender Schedule D – Program and Minimum Resource Schedule.*<br><br>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **40%** |
| **TENDER SCHEDULE D – PROGRAM AND MINIMUM RESOURCE SCHEDULE**<br><br>*Refer clause 4.1(a)(iv), 4(c), 4(d) and Tender Schedule D – Program and Minimum Resource Schedule*<br><br>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **40%** |
| **TENDER SCHEDULE E – INDUSTRY INCLUSION AND SKILLS**<br><br>*Refer clause 4.1(a)(v), 4(c), 4(d) and Tender Schedule E – Industry Inclusion and Skills*<br><br>The extent to which the Tenderer has demonstrated:<br><br>A. its commitment to increasing Indigenous participation and, if clause 27.3 applies, that it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous | **20%** |

| HC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| supplier use outcomes in the Remote Area;<br>B. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and<br>C. that:<br>1) its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and<br>2) it will:<br>a) if clause 31.1 applies, meet the Skills Guarantee Targets set out in its Tender; or<br>b) if clause 31.2 applies, meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,<br><br>and will otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | |
| **TENDER SCHEDULE F – COMMONWEALTH PROCUREMENT RULES COMPLIANCE**<br><br>*Refer clause 4.1(a)(vi), 4(c), 4(d) and Tender Schedule F – Commonwealth Procurement Rules Compliance*<br><br>The extent to which the Tenderer has demonstrated its capability to meet the applicable Australian standards and provided details of its practices regarding labour regulations, ethical employment and achieving efficiencies and savings in whole of life costs in relation to the Contractor's Activities. | **VFM** |
| **TENDER SCHEDULE G – FINANCIAL**<br><br>*Refer clause 4.1(a)(vii), 4(c), 4(d) and Tender Schedule G – Financial*<br><br>The extent to which the Tenderer has demonstrated that its Contract Price and other financial information, when considered in conjunction with all other evaluation criteria and all other information, is value for money. | **VFM** |
| **TENDER SCHEDULE H – ALTERNATIVE PROPOSALS** (SUBJECT TO CLAUSE 3.2)<br><br>*Refer clause 3.2, 4.1(a)(viii), 4(c), 4(d) and Tender Schedule H – Alternative Proposals*<br><br>The extent to which the Tenderer has demonstrated greater value for money. | **VFM** |

| HC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| [***Note**: Alternative Proposals are provided in two parts. Item 1 is all information other than pricing/financial information, to be provided to Board members during technical merit assessment. Item 2 is pricing/financial information, and to be provided to Board Members during VFM assessment (once technical assessment is concluded) with other pricing information at Tender Schedule G). Both items are assessed by the Board at the VFM stage; their separation allows technical merit of Alternative Proposals to be considered by Board members during detailed individual evaluation for discussion at the VFM stage based on notes. If technical merit has not been assessed individually, it may be assessed collectively during VFM.*] | |
| **TENDER SCHEDULE I - MISCELLANEOUS MATTERS FOR EVALUATION**<br><br>*Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Miscellaneous Matters For Evaluation* | **A. VFM** |
| A. insurance details and levels, Tenderer's commercial-in-confidence information and proposed minimum warranty periods; and<br>B. information security – whether or not the Tenderer has demonstrated that it has the ability to meet its information security obligations under the Contract in Part 5 if its Tender is successful. | **B. YES/NO** |
| **TENDER SCHEDULE L – ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**<br><br>*Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule L – Environmentally Sustainable Procurement*<br><br>The extent to which the Tenderer has demonstrated that:<br>A. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;<br>B. its proposed approach to substantiating environmental sustainability claims is satisfactory;<br>C. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and<br>D. its corporate commitment to environmental sustainability is satisfactory,<br><br>and that it will otherwise meet its obligations under the Contract in Part 5 if its Tender is successful. | **VFM** |
| **ADDITIONAL EVALUATION CRITERIA (IF ANY)**<br><br>*Refer clause 4(b) and Tender Particulars* | **As set out in the Tender Particulars** |

| HC Sole Source Procurement<br>Evaluation Criteria | Weighting |
|---|---|
| [Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]<br><br>*[**Note:** "None stated" is the default position for that item of the Tender Particulars. Prior approval must be sought from DPA on additional evaluation criteria.]* | |

## ANNEX G – EVALUATION BOARD MEMBERSHIPS

1. Table 1 describes the composition of each Evaluation Board

**Table 1: Evaluation Board Memberships**

[***Note*****:** *The table defines roles/levels rather than naming individual personnel.* This table does not *include the Probity, Legal or Technical Adviser, price analyst, or any scribe, stenographer or attending observer, as they are not Board members. They will be listed in Table 2 below.*]

| Board Membership | Other Consultancy TEB | DSC/MC REB | DSC/MC TEB | HC/MWC REB | HC/MWC TEB |
|---|---|---|---|---|---|
| Chair | CFI PD or SPO | CFI PD or SPO | CFI PD or SPO | CFI PD or SPO | CFI PD or SPO |
| Member | PD or SPO | PD or SPO | PD or SPO | PD or SPO | PD or SPO |
| PMCA Representative | PMCA | PMCA | PMCA | PMCA | PMCA |
| Independent Member | Sponsor/Regional Rep/PO | Sponsor/Regional Rep/PO | Sponsor/Regional Rep/PO | Sponsor/Regional Rep/PO | Sponsor/Regional Rep/PO |

## EVALUATION SPECIALIST ASSISTANCE

2. Table 2 describes the other likely attendees at Evaluation Boards (apart from Board members), including specialist advisers who may provide advice and assistance to Evaluation Board, as required. Any deviation from the below should be reflected in the relevant Evaluation Board Report.

**Table 2: Other Evaluation Board Attendees**

| Board Membership | Other Consultancy | DSC/MC REB | DSC/MC TEB | HC/MWC REB | HC/MWC TEB |
|---|---|---|---|---|---|
| **Probity Adviser** | Yes | Yes | Yes | Yes | Yes |
| **Technical Adviser** | If required | If required | If required | If required | If required |
| **Legal Adviser** | If required | If required | If required | If required | If required |
| **Price Analyst / Quantity Surveyor** | If required | If required | If required | If required | If required |
| **Scribe / Stenographer** | If required | If required | If required | If required | If required |
| **Observer** | Permitted with Chair approval | Permitted with Chair approval | Permitted with Chair approval | Permitted with Chair approval | Permitted with Chair approval |