



Australian Government
Defence

**CAPITAL FACILITIES AND
INFRASTRUCTURE (CFI)**
**Tender Evaluation and Probity
Protocol**

OFFICIAL-USE-ONLY

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PURPOSE

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

PROBITY MANAGEMENT

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

3. As soon as possible following the engagement of the Probity Adviser (if any), the Project Director/Officer and Probity Adviser will agree and document a probity plan and a set of probity protocols that will apply to each procurement activity covered by this Evaluation Protocol. Where this is not possible due to the late engagement of a Probity Adviser, the probity protocols will be developed at the earliest available opportunity. Where no Probity Adviser is engaged, the CFI Standard Probity Protocols at Annex A to this Tender Evaluation Protocol must be used.

APPROACH TO MARKET CLOSING AND RECEIPT OF SUBMISSIONS

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

5. After the closing time and date, submissions must be opened by an independent witnesses who should have no involvement in the evaluation of the submissions. The received tenders must be receipted in accordance with CFI Branch policy on Tender Lodgment, which is located on the CFI ERIK page. [Pages - Tender Advertising and Lodgement](#)

6. Submissions received will be distributed to the Chair of each Evaluation Board to enable the Chair (or their delegate) to conduct a conformance check.

7. Late submissions will not be admitted to evaluation unless the circumstances are such that admission of the submission is consistent with the conditions permitted by the CPRs.

8. Late submissions must be returned to the Applicant or Tenderer unopened, unless it is necessary to open a submission to identify a return address or to determine which ITR or RFT the submission relates to, in which case the Applicant or Tenderer should be advised that the submission has been rejected due to lateness and the reason the submission was opened.

9. Any uncertainty regarding the lateness of a submission will be referred by the Chair to the Probity Adviser, where one has been appointed, or the Director Quality, Assurance and Compliance (**DQAC**) where no Probity Adviser has been appointed.

10. After conducting a conformance check, the Chair will distribute copies of submissions found at that time to be conforming to members of the Evaluation Board. The Chair will also distribute to members of the Evaluation Board a copy of this Protocol, the project specific probity protocols as developed by the Probity advisor (if applicable), the Ten Point Evaluation and Risk Scoring Guide and scoring sheets. In appropriate cases, this may be achieved by use of the Administrative Instruction (Template available on ERIK).

11. For Hard Copy submissions - In the event of discrepancies between copies of the submission, the submission marked "Original" will prevail, unless it is apparent that the Original has inadvertently omitted material that is contained in one or more of the copies, in which case the Chair may exercise discretion, in consultation with the Probity Adviser or DQAC, as applicable.

12. Where no copy of a submission is marked "Original", the Chair will determine which copy is to be considered as the "Original", for example, by contacting the Applicant or Tenderer and requesting they nominate which copy of the submission should be used for evaluation.

GENERAL PRINCIPLES OF EVALUATION

13. Each evaluation will conform to 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 time and date of the relevant procurement activity except with advice from the Probity Adviser, where one has been appointed, or DQAC where no Probity Adviser has been appointed.

14. If a deviation from this Evaluation Protocol is necessary for any reason, all deviations will be documented and justified in the Evaluation Board Report for consideration by the approving authorities. Deviations will also be referred to the Probity Adviser, where one has been appointed, or DQAC where no Probity Adviser has been appointed, for advice and best management to ensure selection recommendations remain defensible and transparent.

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

16. Each Evaluation Board member will review the submissions independently, without reference to any other person, including referees, and record their commentary and initial scoring against the applicable weighted evaluation criteria. In scoring submissions each Evaluation Board member will have regard to the agreed Ten Point Evaluation and Risk Scoring Guide provided at **Annex B** of this Protocol.

17. Once an Evaluation Board is convened, the evaluation will be conducted in a collaborative manner in order to achieve a consensus and Board agreed recommendation. Where the Board cannot achieve consensus it will be recorded in the Evaluation Board Report. Dissenting reports are covered in the section titled "Board Recommendations and Reports" below.

18. In completing the evaluation, the Board will 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 to the Commonwealth.

19. All members of the Evaluation Board will sign the Evaluation Board Report prior to its submission to the Delegate. Dissenting reports are covered in the section titled "Board Recommendations and Reports" below.

EVALUATION BOARD MEMBERSHIP

20. Each member of the Evaluation Board, including the Probity Adviser will be required to complete and sign a Conflict of Interest Declaration. Any member of the Board who is not a Commonwealth employee or a member of the ADF will also be required to complete and sign a Confidentiality Deed. This must be done before the membership of the Board are provided access to the tender submissions.

21. The respective Evaluation Boards will be convened after each member of that Evaluation Board has been given access to the submissions and had sufficient time to

finalise their individual assessments of the submissions.

22. The composition of each Evaluation Board is defined at Annex F to this Protocol.

23. At the commencement of the Evaluation Board, all members of the Evaluation Board will be asked to confirm that they had sufficient time to assess the submissions, that they have no undeclared matters 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, and that they have had no visibility of pricing or alternative proposals.

ADVISERS AND OBSERVERS

24. If a Probity Adviser has been engaged, the Probity Adviser should attend Evaluation Board meetings in order to discharge their responsibilities. The Probity Adviser is not a member of the Evaluation Board.

25. At Annex F of this Protocol it describes the identity and scope of any evaluation specialist advisers that may be sought to assist the Evaluation Board members to understand or interpret aspects of submissions.

26. With the Chair's consent, others may attend Evaluation Board meetings as observers for training and development purposes.

27. The attendance of any observers should be recorded in the Evaluation Board Report. Observers are not members of the Evaluation Board

28. Any observer attendee at the Evaluation Board who is not an employee of the Department of Defence or a member of the ADF will also be required to complete and sign a Confidentiality Deed.

STENOGRAPHER

29. Prior to the Board being convened, consideration should be given as whether to engage a stenographer to capture verbatim the Evaluation Board discussions (including the conduct of the Key Personnel Interviews, if conducted).

30. In making this decision, it needs to be considered as to whether the cost of the stenographer is justified, taking into account the requirements of the project and the likely complexity of the evaluation process.

EVALUATION PROCESS

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

CONFORMANCE CHECK

32. 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 each submission:

- a. has, subject to the CPRs, been submitted by the closing time and date in the manner specified in the request documentation;
- b. subject to paragraph 32, meets all minimum form and content requirements; and
- c. meets any conditions of participation.

33. The Chair can assign this role to a Delegate however this person should preferably not be a member of the Board and independent of that process. The Board Report should reflect the person who undertook this role.

34. 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 in the relevant request documentation. The exercise of any discretion to allow the correction of a failure to satisfy a minimum form and content requirement in a submission must be conducted equitably.

35. Where the Chair or their delegate finds that there is doubt over conformance of any submission, it will be referred to either the Probity Adviser, if one has been appointed, or to the DQAC, where a Probity Adviser has not been engaged. In consultation with the Probity Adviser or DQAC, as applicable, the Chair or their delegate will form a view as to conformance or otherwise of the submission and record this for tabling at the Board meeting.

36. The Chair is not required to conduct a detailed check to determine whether submissions attempt to depart from or 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 suspects a submission indicates a departure from or qualification to the contract, the Chair will determine conformance, acting on legal and probity advice, as appropriate.

INDIVIDUAL BOARD MEMBER ASSESSMENTS

37. The evaluation criteria and weightings that apply to each stage of each procurement are as defined at **Annex E** of this Protocol and must be consistent with what has been included within the request documentation. Any project specific changes to the evaluation criteria and weightings must be approved by the Delegate before tender release.

38. The Ten Point Evaluation and Risk Scoring Guide at **Annex B** applies to each evaluation (excluding Legal Services).

39. Once the initial conformance check has been completed, conforming submissions will be distributed to the remaining Board members (as provided in paragraph 6) for the commencement of individual Board member detailed assessments. If submissions are to be posted to external Board members, the Chair will ensure that the submissions are posted in a manner that complies with any applicable Defence security policy.

40. Individual Board members will score each submission by reference to the weighted evaluation criteria (**Annex E**) and the Ten Point Evaluation and Risk Scoring Guide (**Annex B**), using whole number scores only. Individual Board members will bring notes on their assessments to the Evaluation Board to refer to during the “Board Detailed Assessment of Submissions” stage (described below).

41. If it becomes apparent to any Board member that the content of a submission may be otherwise non-conforming, this will be referred to the Chair who will follow the same process outlined in the “Conformance Check” section above for managing conformance requirements.

EVALUATION BOARD ASSESSMENTS

42. After the completion of “Individual Board Member Assessments”, the Evaluation Board will meet to discuss the submissions. This stage of evaluation comprises three sub-stages:

- a. Board Detailed Assessment of Submissions;
- b. Board Comparative Assessment of Submissions;
- c. Shortlisting (for ITR stage); and

- d. Value for Money Assessment (for RFT stage).
 - (1) Board to suspend to undertake detailed individual assessment of VFM;
 - (2) Board reconvene for detailed VFM of each submission (using the pretender estimate as the basis for the assessment of the submissions);
 - (3) Board Comparative VFM assessment; and
 - (4) Identification of preferred tenderer.

43. The Probity Adviser (where one is appointed) must provide a probity briefing at the commencement of each Evaluation Board to all Board members on their responsibilities.

44. Where no Probity Adviser has been appointed, the Chair must ensure that a probity briefing (taking into account **Annex A** of this Protocol) is provided.

Board Detailed Assessment of Submissions

45. Each submission will be discussed in its entirety across all weighted evaluation criteria ITR or RFT Schedule responses, before moving onto the next submission. Board members will address the particular strengths and weaknesses of the submission, having regard to the evaluation criteria and the Ten Point Evaluation and Risk Scoring Guide (Annex B). Comparisons of the submissions do not occur during this stage.

46. If a scribe or stenographer is not engaged, a nominated member of the Evaluation 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.

47. On completion of the Detailed Assessment of Submissions against the weighted evaluation criteria, the Board will agree a Preliminary Board Agreed Score (1st Stage) for each submission against, each weighted evaluation criterion, using whole number scores only. Having considered, and determined a Preliminary Board Agreed score (1st Stage) against, all the weighted evaluation criteria responses, the Board will then consider responses against any 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’**).

48. The Board will consider, in reviewing such responses, 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.

49. After completing the Detailed Assessment of Submissions in the manner described in this section, the Board is to consider whether or not to conduct tenderer presentations, seek referee reports, confirm if there are any matters for clarification or confirm if there is any need to conduct Tenderer Key Personnel Interviews.

50. If the Board considers that one or more of the items identified at paragraph 49 are required, the Board will complete at this point of the evaluation in accordance with paragraphs 52 to 65 and Annex C, as applicable. On completion of the item(s) identified at paragraph 49, the Board will be required to reconvene and assess if the outcome of any of these activities affects the Preliminary Board Agreed Score (1st Stage) and, if so, whether the Preliminary Board Agreed Score (1st Stage) should be revised (and, through that revision process, become Preliminary Board Agreed Score(s) (2nd Stage)). The Board can then move to the Comparative Assessment stage once this has occurred.

51. Any adjustment to the Preliminary Board Agreed Score (1st Stage) as a result of referee reports, clarifications and Key Personnel Interviews must be documented in the Evaluation Board Report.

Tenderer Presentations, Referee Reports, Clarifications and Key Personnel Interviews

Tenderer Presentations

52. Tenderer presentations should only be sought during the RFT stage and should not be scheduled until after the Board Detailed Assessment of Submissions. To ensure fairness all tenderers should be given the opportunity to present their submissions.

53. The following rules should apply:

- a. The tenderer is invited to present only on what is contained in their tender submission;
- b. No new material is to be introduced;
- c. Time limits applied to the presentation;
- d. A scribe should be considered as attending to capture the content; and
- e. The probity Advisor must attend and provide a presentation at the beginning

that provides the probity framework for the presentation to both the evaluation Board and Tenderers.

54. Observers can attend however they do not have a role in respect to asking questions.
55. The relevant Tender Evaluation Board Report must reflect the opportunity for the presentation and any instances where the content resulted in an adjusted to the preliminary score.

Referee Reports

56. At the conclusion of the Board Detailed Assessment of Submissions, the Board may seek referee reports for Applicant or Tenderer entities, or their personnel, in respect of those submissions that have been deemed competitive, to confirm information provided in the submissions or to identify risks. 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.
57. Referee reports may be sought from referees other than those nominated in submissions, provided doing so is not inconsistent with the evaluation process detailed in the request documentation. Typically, a referee will be a person independent to the Board and the Project. A Board member should not provide a referee report unless the referee report has been requested by, and provided by the Board member to, the Applicant or Tenderer before the Closing Date for the relevant procurement.
58. Details of any referee reports are to be included in the Evaluation Board Report.
59. 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 questions materially consistent for all referees, unless there is a specific issue affecting a particular submission.
60. 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, to be provided to all Board members for consideration; or
- d. seek written referee reports and provide them to the Delegate for their consideration, without those reports being considered by the Board.

61. Unless authorised by the Chair to do so, individual Board members must not seek referee reports during the evaluation process.

Clarifications

62. During any stage of evaluation, the Board may seek, in writing, clarification of information provided by Applicants or Tenderers in their submissions. Unless authorised by the Chair to do so, individual Board members must not seek referee reports themselves during the evaluation process.

63. 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 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. Clarification must not be sought by individual Board members unless at the direction of the Chair.

64. 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 the submission, the part of the response attempting to introduce such information will not be considered.

Key Personnel Interviews

65. Key Personnel Interviews can be conducted at this stage. The protocol for this is at **Annex C**.

Board Comparative Assessment of Submissions

66. At the commencement of the Comparative Assessment of Submissions, the Board may determine that a submission, based on the outcome of the Detailed Assessment stage, is clearly uncompetitive, in which case the submission may be set aside from further evaluation and not be assessed during the Comparative Assessment stage. In order to determine the competitiveness of the conforming

submissions, the Board may at this point in the evaluation 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.

67. During the Comparative Assessment, the Board will examine the Preliminary Board Agreed Score (2nd Stage) awarded to the weighted evaluation criterion Schedule responses in comparison to the other submissions received to either confirm or adjust the Preliminary Board Agreed Scores (2nd Stage) so as to determine an agreed ranking of submissions. In assessing each submission in relation to the others, the Board will ensure each submission is assessed on its demonstrated merit (by Schedule) and without reference to total weighted scores or rankings, and then is compared to other submissions to reduce the likelihood of any relative imbalance between Preliminary Board Agreed Scores (2nd Stage).

68. 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 and/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.

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

Shortlisting (ITR only)

70. For those procurements approved for a two stage procurement process, for the ITR stage the Board will recommend 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. 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 and/or stenographer, if appointed) shall record the discussions and comments against the shortlisting assessment for inclusion in the Evaluation Board Report.

Value for Money Assessment (RFT only)

71. Once the initial technical assessment has been completed by the Board, financial schedules will be distributed to the Board members for the commencement of individual Board member VFM detailed assessments. The Board will suspend any detailed discussions regarding VFM until after Individual assessments have been undertaken.

72. Individual Board members will assess submissions by reference to the pre tender estimate and strengths and risk identified during technical assessment to determine if each tender represents VFM. Individual Board members will bring notes on their assessments to the Evaluation Board to refer to during the “Board Detailed VFM Assessment of Submissions” stage (described below).

73. If it becomes apparent to any Board member that the content of a submission may be otherwise non-conforming, this will be referred to the Chair who will follow the same process outlined in the “Conformance Check” section above for managing conformance requirements.

74. At the commencement of the VFM assessment of submissions received in response to an RFT (**Tenders**), the Board may determine that a submission, based on the outcome of the Detailed Assessment of Submissions and the Comparative Assessment of Submissions stages, is clearly uncompetitive, in which case the submission may be set aside from further evaluation and not be assessed against VFM. The Board Secretary (or scribe and/or stenographer, if appointed) must record for inclusion in the Evaluation Board Report the reason(s) the submission was considered clearly uncompetitive.

75. The VFM assessment involves individual consideration by the Board of the financial, price or fee offer 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. The Board will then determine if a tender represents VFM for the purposes of comparative VFM assessment. If the tender is clearly uncompetitive and does not represent VFM, the submission may be set aside from comparative VFM evaluation.

76. The comparative VFM assessment involves consideration by the Board of the financial, price or fee offer 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 across all tenders. 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) as provided in the Board Recommendations and Reports section below.

77. The Board Secretary (or scribe and/or stenographer, if appointed) shall record the discussions and comments against the VFM assessment for inclusion in the Evaluation Board Report.

ALTERNATIVE PROPOSALS (RFT only)

78. Each Tenderer will be advised through the relevant request documentation that Tenderers must provide a conforming Tender before alternative proposals can be considered.

79. All alternative proposals will be considered where submitted with a conforming Tender. This includes alternative proposals submitted by those Tenderers whose conforming tenders had been set aside from further evaluation during the initial tender evaluation stages.

80. Alternative proposals will not be scored, but will be given a subjective evaluation based on VFM following the VFM assessment for all competitive conforming Tender(s), to determine if any alternative proposal offers a greater VFM solution than 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.

81. If there is any uncertainty regarding how alternative proposals are to be considered, advice will be sought from the Probity Adviser, where a Probity Adviser has been engaged, or from DQAC where no Probity Adviser has been appointed.

82. Advice must be sought from DQAC for any alternative proposals proposing changes to standard terms and conditions of the Contract in Part 5 of the RFT, or to the terms of any current Deed of Standing Offer for panel arrangements.

FINANCIAL REPORTS

83. In its absolute discretion, 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. Where a financial report is obtained, it will be

included as an attachment to the Evaluation Board Report and any adverse findings must be summarised in the Evaluation Board Report.

PARTICULAR ISSUES AFFECTING THE PROCUREMENTS

Shadow Economy Procurement Connected Policy

84. For those procurements to which the Shadow Economy Procurement Connected Policy applies, the Board (through the conformance check conducted by the Chair or their Delegate) must satisfy itself that the Applicants and Tenderers (as applicable) have provided a schedule response confirming they hold a valid and satisfactory Statement of Tax Record from the Australian Taxation Office.

Federal Occupational Health and Safety Commissioner – RFT Stage

85. Where the procurement is within the scope of the Federal Occupational Health and Safety Commissioner Accreditation Scheme:

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

Outstanding Employee Entitlements and Judgements

86. Applicants and Tenderers may be 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

87. For those procurements to which the Indigenous Procurement Policy ('IPP') applies, the following must be considered:

- a. Procurement Planning - The application of the Policy in the procurement planning and development of the resultant procurement strategy; and
- b. Tender Evaluation - the Board must, at the conclusion of evaluation, satisfy itself that the recommended Tenderer has submitted a complying Indigenous Participation Plan that has met the requirements of the policy as stated in the relevant request documentation.

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 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 who have a genuine prospect of succeeding at the RFT stage, as demonstrated by their ITR submission.

89. In the case of a 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 Evaluation 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 Tender offer)

91. The Board may recommend second and subsequent preferred Tenderers on the basis that their Tenders are also offering 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 Board will formally agree 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. The final Evaluation Board Report submitted for Executive Review and Approval must be sufficiently detailed to satisfy all governance requirements of defensibility.

94. Where a Probity Adviser has been engaged, a Probity Report will be completed by the Probity Adviser and is required to be attached to the Evaluation Board Report.

EXECUTIVE REVIEW AND APPROVAL

95. The purpose of the Executive Review and Executive 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 Executive Approval also ensures that the appropriate process for awarding preferred Tenderer status and/or awarding a contract is followed. This process does not duplicate the role of the Probity Adviser; rather it is the final gateway prior to the Delegate making a decision whether to award preferred Tenderer status and enter negotiations, or to accept a Tender and enter into a contract without negotiations, as appropriate.

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

98. Following Executive Approval of the Evaluation Board Report and any other relevant documents, where negotiations are required, the Chair or his or her delegate will advise the preferred Tenderer of its preferred status and the Chair will schedule a time for contract negotiation.

99. Where there are no negotiation issues, the Tender will be accepted and the contract awarded.

100. Once Executive Approval has been obtained and where negotiations are not required, Contract Approval may be sought from an appropriate Delegate in

accordance with the CFI internal Business Rule on Financial Delegations. Once Financial Approval has been obtained, the Chair can inform the successful Tenderer and execute the contract.

NOTIFICATION AND DEBRIEFING

101. The Chair will then notify unsuccessful Applicants or Tenderers in writing and offer to conduct a verbal debriefing promptly following Executive Approval. Successful Applicants or Tenderers will also be offered a verbal debriefing.

102. The purpose of a debriefing is to assist the Applicant or Tenderer improve the quality of their future submissions. Debriefings should focus on the strengths and weaknesses of the submission, based on the commentary recorded **ONLY** in the Evaluation Board Report, but without reference to material provided by, or commentary recorded for, other Applicants or Tenderers.

103. The name of the successful Tenderer and the agreed Contract price may be provided, as well as the respective Applicant's or Tenderer's own overall technical ranking.

104. A formal record of the debriefing must be retained capturing the attendees, the content and any subsequent questions/answers.

SECURITY AND CONFIDENTIALITY

105. Following the conclusion of the Evaluation Board, the Chair of the Evaluation Board will be responsible for the security of submissions and their proper filing on the Commonwealth record until the time for archiving or disposal. The original submissions will be retained for the record and archiving. The Chair will be responsible for the destruction and disposal of copies provided to the Commonwealth by Applicants or Tenderers.

106. All deliberations of the Evaluation Boards are "commercial-in-confidence" and will be treated accordingly.

ANNEXES:

- A CFI Standard Probity Protocols
- B Ten Point Evaluation and Risk Scoring Guide

- C Key Personnel Interview Protocols
- D Evaluation Board Guidance / Checklist (ITR/RFT)
- E Evaluation Criteria and Weightings
- F Tender 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 the applicable probity principles, and tested before it is taken or made.

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

Probity Principles

Confidentiality and Security

In response to a request documentation, Applicants or Tenderers will supply significant amounts of information they consider confidential, commercial and sensitive and as a result will not want it to fall into the hands of their competitors or to be made public. Accordingly, it is essential that you secure all relevant documentation and information from any unauthorised access (physical and electronic) and confine all discussions regarding Applicants or Tenderers and the submission content to necessary evaluation discussions. The Board must apply a strict “need to know” basis framework to the evaluation process.

- Do not mention details of the evaluation to other members of the Branch/Division, unless they “need to know”, or outside of the working environment.
- Ensure that your area within Objective is secure and has only project relevant access allowed.
- Do not leave submissions, evaluation narrative or scoring outcomes on your desk unattended.
- Evaluation Board Assessments must be undertaken in a secure room.
- 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

If you have any of the following:

- personal association with any Applicant or Tenderer beyond a "Business as Usual" ('BAU') relationship;
- personal association with any employee or consultant connected to any Applicant or Tenderer beyond a BAU relationship;
- or
- if your personal circumstances or the circumstances of any relative or close personal friend will be detrimentally or advantageously affected by any outcome in the process in which you have an input or decision making role;
- If you have been offered an opportunity of possible or certain employment with any Applicant or Tenderer. This can be recently or in the past.

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 and recorded within Evaluation records and managed accordingly to ensure transparency of the process and equitable treatment of the Applicants or Tenderers during evaluation.

[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.

- 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. If you receive gifts as part of a submission lodgement (pens, promotional material etc), immediately register it on the Branch Register and return the gift to the company.

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 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 not 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 Evaluation Protocol and the published evaluation criteria, in particular if there were specific matters to be addressed.

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	<ul style="list-style-type: none"> Extremely convincing and credible. Exceeds requirements in many areas and offers value-added services. All claims are fully substantiated. The response demonstrates a comprehensive understanding of the requirements. No identifiable weaknesses or deficiencies. The solution offered represents nil or negligible risk to Defence. Where referee reports have been sought, they are entirely positive. Exceptional probability of success. 	10

Outstanding	<ul style="list-style-type: none"> • Highly convincing and credible. • Exceeds requirements in some areas, and meets all other requirements to an excellent standard. • All claims are substantiated. • The response demonstrates a superior understanding of the requirements. • Negligible weaknesses or deficiencies. • The solution offered represents negligible risk to Defence. • Where referee reports have been sought, they are entirely positive. • Outstanding probability of success. 	9
Very Good	<ul style="list-style-type: none"> • Very convincing and credible. • Meets all key requirements to a very good standard. • Most claims are fully substantiated. • The response demonstrates an extensive understanding of the requirements. • Deficiencies, if any, are very minor, or do not affect essential aspects of service delivery. • The solution offered is sound and represents a very low, manageable risk to Defence. • Where referee reports have been sought, they generally provide strong support for the Applicant or Tenderer. • Very good probability of success. 	8
Good	<ul style="list-style-type: none"> • Convincing and credible. • Meets most key requirements to a good standard. • Most claims are well substantiated. • The response demonstrates a good understanding of the requirements. • Some minor weaknesses, but the solution is sound in most key areas and represents a low, but manageable risk to Defence. • Where referee reports have been sought, they provide support for the Applicant or Tenderer with few reservations. • Good probability of success. 	7
Fair	<ul style="list-style-type: none"> • Credible but not completely convincing. • 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 	6

	<p>solution offered.</p> <ul style="list-style-type: none"> • Most claims are substantiated. • The response demonstrates an adequate understanding of the requirements. • Some weaknesses which could indicate a low to moderate risk to Defence in the Applicant or Tenderer meeting contract requirements in all areas. • Where referee reports have been sought, they provide some support for the Applicant or Tenderer but with some reservations. • Fair probability of success. 	
Acceptable	<ul style="list-style-type: none"> • Mostly credible but not convincing in all areas. • 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. • Only some claims are substantiated. • The response demonstrates a partial understanding of the requirements. • The solution is workable, but has weaknesses in some significant areas, resulting in a moderate risk to Defence. • Where referee reports have been sought, they are mixed, or provide only limited support for the Applicant or Tenderer. • Acceptable probability of success. 	5
Marginal	<ul style="list-style-type: none"> • Barely convincing. • Meets minimum requirements to a marginal standard. • Claims are generally not substantiated. • The response demonstrates a quite limited understanding of the requirements. • The solution offered is generally unworkable, with weaknesses in key areas, or is unable to be properly understood. • The solution represents a moderate to high risk to Defence. • 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. 	4

	<ul style="list-style-type: none"> • Marginal probability of success. 	
Poor	<ul style="list-style-type: none"> • Generally unconvincing. • Requirements are poorly addressed, or in some areas not addressed at all. • Claims are largely unsubstantiated. • The response demonstrates a poor understanding of the requirements. • The solution offered is unworkable, with major deficiencies in key areas, resulting in a high risk to Defence. • 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. • Low probability of success. 	3
Very Poor	<ul style="list-style-type: none"> • Unconvincing. • Requirements are very poorly addressed, and in some areas not addressed at all. • Claims are almost totally unsubstantiated. • The response demonstrates a very poor understanding of the requirements. • 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. • The solution represents a very high risk to Defence. • Where referee reports have been sought, they disclose significant reservations about the Applicant's or Tenderer's performance or abilities. 	2

	<ul style="list-style-type: none"> • Very low probability of success. 	
Unacceptable	<ul style="list-style-type: none"> • Completely unconvincing. • Requirements are addressed to an unacceptable standard. • Claims are totally unsubstantiated and the proposed solution represents an extreme risk to Defence. • The response demonstrates an unacceptable understanding of the requirements. • Little or no information has been supplied in relation to the proposed solution, or the proposed solution fundamentally misunderstands Defence requirements. • Where referee reports have been sought, they disclose significant shortcomings. • No probability of success. 	1
Non-Compliant	<ul style="list-style-type: none"> • The Applicant or Tenderer has completely failed or refused to provide a response, or • the response is entirely non-compliant with the requirements or demonstrates no understanding of the requirements, or • the information provided is clearly incorrect, false or misleading. 	0

ANNEX C - 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’**), to be conducted as part of the evaluation process, 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 are to 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.

MANDATORY REQUIREMENT

4. Subject to the next paragraph, it is mandatory that these Protocols are complied with by Evaluation Board members when conducting any Key Personnel Interview.

5. If a Project Team specifies that Key Personnel Interviews are to be conducted, that decision (and justification) needs to be set out in the PDDP for approval prior to the commencement of the relevant procurement.

6. If an Evaluation Board conducting a Key Personnel Interview proposes to deviate from the process set out in these Protocols, that decision (and justification) also requires Delegate approval prior to the commencement of the Key Personnel Interviews.

OBJECTIVES OF THE KEY PERSONNEL INTERVIEW PROCESS

7. The Evaluation Board can conduct Key Personnel Interviews as part of the evaluation process for any procurements. 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.

8. 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.
9. 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

10. 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. The Project Team must also conduct a detailed risk analysis prior to the commencement of the procurement.
11. 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).
12. 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

13. 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.

14. 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

15. As set out in paragraph 12 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

16. 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.

DEVELOPMENT OF REQUEST DOCUMENTATION AND INDUSTRY BRIEFING MATERIALS

17. If the requirements for the Key Personnel Interviews have been identified and approved in the PDDP, the project team should include these requirements in the request documentation.

18. If an industry briefing is conducted, the requirements for the Key Personnel Interviews should be included in the materials prepared for the industry briefing.

PROBITY BRIEFING

19. 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.

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

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

22. 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

23. 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.

24. 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

25. 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.

26. 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.

27. 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).

28. 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.

29. 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

30. 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.

31. 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.

32. 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

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

34. Unless otherwise permitted by the Evaluation Board Chair, only those key

personnel invited to the Key Personnel Interviews may attend.

INTERVIEW CONDUCT

35. 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.

36. 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.

37. 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.

38. 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.

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

40. 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.

41. 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.

42. 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.

43. 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.

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

TIME LIMIT

45. 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

46. 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.

47. 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

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

49. 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.

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

ANNEX D – EVALUATION BOARD GUIDANCE / CHECKLIST (ITR/RFT)

<u>Procurement Details:</u> AZ	<u>Contract type:</u>	<u>Stage:</u> ITR/RFT/RFP
<u>Project Number and Title:</u>		
<u>Date convened:</u>	<u>Time convened:</u>	
<u>Chair:</u>	<u>Probity Adviser:</u>	
<u>Board Members:</u>	<u>Scribe:</u>	

Stenographer:**Board Observer(s):****Adviser(s):**

Activity	Complete
Preliminaries <i>The purpose is to open the Board and undertake all required administrative tasks.</i>	
Open the Board (Chair) Chair welcomes Board members, scribe and/or stenographer (if engaged), observer(s) and introduces the Probity Adviser (if one has been appointed).	
Probity Brief (Probity Adviser/Chair) Probity Adviser or DQAC (or Chair, as approved by DQAC) provides a probity briefing in accordance with clauses 40 and 41 and Annex A of the CFI Evaluation and Probity Protocol.	
Conflict of Interest and Confidentiality (Probity Adviser/Chair) Probity Adviser or Chair asks Board members to identify any conflicts of interest and issues <i>Conflict of Interest Declaration</i> forms for Board member signature. Chair to seek Probity Adviser advice on any disclosures. Probity Adviser or Chair also asks any attendee at the Evaluation Board who is not an employee of the Department of Defence or a member of the ADF to complete and sign a <i>Confidentiality Deed</i> .	
Sufficient Assessment Time (Chair) 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) Chair confirms all financial, price or fee offers/Schedule responses as well as any submitted alternative proposals have been secured and asks Board members to confirm that they have had no visibility of pricing or alternative proposals.	
Activity	Complete
Conformance Check (Chair) Chair advises/asks if there were any items of non-conformances identified during the review of the submissions. NOTE: <i>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.</i>	

Individual Assessments	
Individual Assessments - Non-Weighted Scores (Board Members) Chair requests each Member provide their individual non-weighted whole number scores for each Schedule under each submission (no half scores permitted). Record the scores. <i>(Tool provided on ERIK)</i>	
Board Detailed Assessment of Submissions <i>The purpose is to discuss the strengths and weaknesses of each submission (without comparing them) with reference to prior written comments and try to agree a Preliminary Board Agreed Score (1st Stage) for each submission against each weighted evaluation criterion, using whole number scores only.</i>	
Board Detailed Assessment (Preliminary Board Agreed Scores – 1st Stage)	
Board Detailed Assessment (Board Members) Members discuss each submission in its entirety across all weighted and Yes/No evaluation criteria and Schedule responses prior to moving onto the next submission. NOTE: <i>Evaluation is against the weighted evaluation criteria using the Ten Point Evaluation and Risk Scoring Guide in Annex B to the CFI Evaluation and Probity Protocol, and no comparison to other submissions may occur at this stage.</i>	
Preliminary Board Agreed Scores (1st Stage) (Board Members) Board attempts to reach consensus on the non-weighted Preliminary Board Agreed Score for each weighted evaluation criterion and schedule for each submission. Convert these into <i>weighted</i> scores in line with evaluation criterion %. NOTE: <i>Where there is a dissenting score, that dissenting score is to be recorded and detailed in the Evaluation Board Report.</i>	
Yes/No Evaluation Criteria Having agreed (or attempted to agree) to a Preliminary Board Agreed score (1st Stage) against all the weighted evaluation criteria responses, Board considers and notes whether any risks or concerns arise out of the Yes/No schedule responses.	
Clarifications / Referee Reports / Key Personnel Interviews	
Tenderer Presentations (as required) - The Board confirms whether the presentations will be required.	
Activity	Complete
Referee Reports (as required) - The Board confirms whether it will seek referee reports.	
Clarifications (as required) - The Board confirms whether it will seek clarifications.	

<p>Key Personnel Interviews (as required) - The Board confirms whether it will conduct interviews.</p> <p>NOTE: Please refer to CFI Evaluation and Probity Protocol - Annex C – Key Personnel Interview Protocols.</p>	
<p>Board Detailed Assessment (Revise/FINALISE Preliminary Board Agreed Scores – 2nd Stage)</p>	
<p>Preliminary Board Agreed Score (1st Stage) Revisions (if applicable) (Board Members)</p> <p>If Tenderer Presentations, Referee Reports, Clarifications or Key Personnel Interviews are sought or conducted, the Board revisits the Preliminary Board Agreed Scores (1st Stage) and determines what impact, if any, the outcome of any of these activities has on those scores.</p> <p>NOTE: Through that revision process, the Preliminary Board Agreed Score(s) (1st Stage) become Preliminary Board Agreed Score(s) (2nd Stage).</p>	
<p>Board Comparative Assessment of Submissions</p> <p>The purpose is to compare submissions to reduce the likelihood of any relative imbalance between the preliminary scores.</p>	
<p>Preliminary Total Weighted Scores and Technical Ranking (Chair/Secretary/Scribe)</p> <p>In order to determine the competitiveness of the conforming submissions, the Board may at this point in the evaluation calculate the preliminary total weighted scores and rankings.</p>	
<p>Set Aside (Board Members)</p> <p>If a submission is clearly uncompetitive based on the outcome of the detailed assessment, the Board can agree that it be set aside from further evaluation. Probity Adviser should assist the Board in these discussions.</p>	

Activity	Complete

<p>Comparative Assessment (Board Members)</p> <p>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.</p> <p>NOTE: <i>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.</i></p>	
<p>Board Final Scores and Final Technical Ranking</p> <p>Convert the revised non-weighted scores into weighted scores, and re-rank submissions technical merit based on the outcomes of the comparative assessment.</p>	
<p>ITR ONLY - Shortlisting</p> <p><i>The purpose is to discuss which submissions should be shortlisted to be invited to submit a tender, and which should not be shortlisted.</i></p>	
<p>Shortlisting</p> <p>The 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.</p>	
<p>RFT ONLY - Value for Money Assessment – Conforming Tenders</p> <p><i>The purpose is to discuss whether the conforming tender(s) represent(s) value for money, by considering technical merit, price, and other considerations (as per clause 64 of the CFI Evaluation and Probity Protocol).</i></p>	
<p>Set Aside (Board Members)</p> <p>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.</p>	
<p>Release the Fee & Alternative Proposals (Chair)</p> <p>Chair directs the release of the financial, price or fee offers/Schedule responses as well as any submitted alternative proposals to the Board members for review.</p>	
<p>Suspend Board Proceedings (Chair)</p> <p>Chair directs the suspension of the Board to allow each Member time to assess VFM for each tender.</p>	

Activity	Complete
<p>Reconvene Board to commence VFM (Board Members)</p> <p>Individual consideration of each tender by the Board of the financial, price or fee offer 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 are reviewed and discussed. The Board recommends if a tender represents VFM for the purposes of comparative VFM assessment.</p>	
<p>Set Aside (Board Members)</p> <p>If the tender is clearly uncompetitive and does not represent VFM, the submission may be set aside from comparative VFM evaluation. Probity Adviser should assist the Board in these discussions.</p>	
<p>Comparative Value for Money Assessment (Board Members)</p> <p>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.</p>	
<p>Preliminary Value for Money Ranking</p> <p>Rank the conforming tenders based on best to least value for money.</p>	
<p>RFT ONLY - Alternative Proposals</p> <p><i>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.)</i></p>	
<p>Alternative Proposals - if submitted (Board Members)</p> <p>Alternative proposals are not scored, but are given a subjective evaluation based on VFM following the VFM assessment for all competitive conforming tender(s). All alternative proposals must be considered where submitted with a conforming Tender. In evaluating alternative proposals, consideration should be given as to whether the proposal offers additional benefit to Defence such as reduced risk, more product, financial savings or early completion where time is critical. If there is any uncertainty regarding how alternative proposals are to be considered, advice will be sought from the Probity Adviser, where a Probity Adviser has been engaged, or from DQAC where no Probity Adviser has been appointed.</p> <p>Advice must be sought from DQAC for any alternative proposals proposing changes to standard terms and conditions of the Contract in Part 5 of the RFT, or to the terms of any current Deed of Standing Offer for panel arrangements.</p>	

Activity		Complete
Final Value for Money Ranking Having reviewed the alternative proposals, revise or confirm the value for money ranking.		
ITR ONLY - Outcome		
Registration Evaluation Board Outcome (Board Members) Board determines which of the submissions are to be recommended for the shortlist.		
	Financial Reports (as required) - The Board confirms whether it will seek financial reports.	
	Probity Advice (as required) - The Board discusses any probity issues or additional probity advice to be sought.	
	Additional Advice (as required) - The Board discuss any additional advice (e.g. legal or technical) to be sought.	
	Administrative Issues (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) Board determines the best VFM tender offer.		
	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.	
	Probity Advice (as required) - The Board discusses any probity issues or additional probity advice to be sought.	
	Additional Advice (as required) - The Board discuss any additional advice (e.g. legal or technical) to be sought.	

Activity	Complete
Administrative Issues (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)	
<p>Where there are no matters outstanding – The Board agrees a recommendation to the delegate for:</p> <ol style="list-style-type: none"> 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 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 3. if the recommendations are made subject to any conditions. <p>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 Evaluation and Probity Protocol. Chair closes the Board.</p> <p>NOTE: <i>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.</i></p>	
RFT ONLY - Close the Board (Chair)	

<p>Where there are no matters outstanding – The Board agrees a recommendation to the delegate for:</p> <ol style="list-style-type: none"> 1. contract award (where no negotiations are required); or 2. one or more preferred tenderers (where negotiations are required); and 3. which offers will be declined; and 4. if the recommendations are made subject to any conditions 	
Activity	Complete
<p>5. Chair confirms that the evaluation of the submissions was conducted in accordance with the approved Project Development and Delivery Plan, and the CFI Evaluation and Probity Protocol. Chair closes the Board.</p> <p>NOTE: <i>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.</i></p>	

ANNEX E – 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) [Note: use if engaging a PM/CA under the DIP]
 - c. 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)]
 - d. 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. MWC - Request for Tender (RFT)
 - g. MCC – Single Select - Request for Tender (RFT)
 - h. HC – Single Select - Request for Tender (RFT)
3. Other

- a. Minor Works
- b. Medium Works
- c. Consultancy

PROBITY ADVISER - REQUEST FOR PROPOSAL (RFP)
WOG MANAGEMENT ADVISORY PANEL

Criteria	Weighting
<p>CONFORMANCE CHECK</p> <ul style="list-style-type: none"> 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. The Respondent must provide evidence of security clearances (if required) for key personnel. The Proposal must remain valid for 90 days. The Respondent must lodge a Proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Panel Agreement and Terms of Engagement. The Respondent must satisfy any identified condition of participation. 	YES/NO
<p>UNDERSTANDING OF AND APPROACH TO DELIVERING THE SERVICES DESCRIBED IN THE BRIEF</p> <p>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.</p>	40 %
<p>PROPOSED RESOURCES FOR THE PROJECT</p> <p>The suitability of proposed key personnel, including:</p> <ul style="list-style-type: none"> (a) roles and percentage of time on the Services. (b) nature and extent of their experience in carrying out similar work. (c) capacity to perform the specified task in respect of other commitments. (d) suitability of any proposed sub-consultants. 	60 %

Criteria	Weighting
PROPOSED FEES FOR THE PROJECT AND OTHER CRITERIA <p>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.</p>	VFM

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

(DCAP EVALUATION APPROACH)

Criteria	Weighting
CONFORMANCE CHECK <ul style="list-style-type: none"> The Respondent must lodge its Proposal in the manner and to the address as specified, and by the Closing Date and Time and date specified, in the RFP. The Respondent must provide evidence of security clearances (if required in the RFP) for key personnel. The Proposal must remain valid for 90 days. The Respondent must lodge a Proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Panel Agreement and Terms of Engagement. The Respondent must satisfy each condition of participation as identified in the RFP. 	YES/NO
UNDERSTANDING OF AND APPROACH TO DELIVERING THE SERVICES DESCRIBED IN THE BRIEF <i>Refer Annexure B to the RFP</i> <p>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.</p> <p>[OR - if applying the streamlined PM/CA procurement process through the use of the Master DCAP]</p>	20 %

Criteria	Weighting
<p>APPROACH TO KEY ISSUES AND RISKS</p> <p><i>Refer Annexure B to the RFP</i></p> <p>The extent to which the Respondent has addressed the specific risks and issues as described in the Brief.</p>	
<p>APPROACH TO PROGRAMMING THE SERVICES</p> <p>The Respondents overall approach to programming and provision of a detailed draft program showing the anticipated timeframe for the various tasks and activities for the carrying out of the Services. The draft program should also be based on achieving the Completion of each Milestone by the relevant Date for Completion</p>	30 %
<p>APPROACH TO THE SERVICES</p> <p><i>Refer Annexure B to the RFP</i></p> <p>The suitability of proposed key personnel, including:</p> <ul style="list-style-type: none"> (a) minimum resource schedule. (b) roles and percentage of time on the Services. (c) nature and extent of their experience in carrying out similar work. (d) capacity to perform the specified task in respect of other commitments. (e) suitability of any proposed sub-consultants. 	50 %
<p>FEE SCHEDULE FOR THE PROJECT AND OTHER CRITERIA</p> <p><i>Refer Annexures C, D, E and F (if lodged) to the RFP</i></p> <p>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.</p> <p>[Note – option 1: Select the following wording if the value of the PM/CA procurement is estimated as being over \$80,000 and where Division 2 of the CPRs apply, include CPR Compliance Statement criterion]</p> <p>The degree to which the Respondent's response to Annexure E - CPR 2017 Compliance Statement and Applicable Standards constitutes value for money. [Delete if not applicable]</p> <p>[Note – option 2: Select the following wording if the value of the PM/CA procurement is estimated as being over \$4m and where Division 2 of the CPRs apply, economic benefits to the Australian economy will also form part of the value for money considerations]</p>	VFM

Criteria	Weighting
The degree to which the Respondent's response to Annexure E - CPR 2017 regarding how the Project (and the Respondent's approach to performance of the Services) may directly benefit the Australian economy, constitutes value for money. <i>[Delete if not applicable]</i> .	

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

(STREAMLINED EVALUATION APPROACH – PROGRAM AND RESOURCES ONLY)

Criteria	Weighting
CONFORMANCE CHECK <ul style="list-style-type: none"> The Respondent must lodge its Proposal in the manner and to the address as specified, and by the Closing Date and Time and date specified, in the RFP. The Respondent must provide evidence of security clearances (if required in the RFP) for key personnel. The Proposal must remain valid for 90 days. The Respondent must lodge a Proposal which accepts (without departure, qualification, amendment, limitation or exclusion) the Panel Agreement and Terms of Engagement. The Respondent must satisfy each condition of participation as identified in the RFP. 	YES/NO
APPROACH TO PROGRAMMING THE SERVICES <p>The Respondents overall approach to programming and provision of a detailed draft program showing the anticipated timeframe for the various tasks and activities for the carrying out of the Services. The draft program should also be based on achieving</p>	40 %

Criteria	Weighting
the Completion of each Milestone by the relevant Date for Completion	
<p>PERSONNEL</p> <p><i>Refer Annexure B to the RFP</i></p> <p>The suitability of proposed key personnel, including:</p> <ul style="list-style-type: none"> (a) minimum resource schedule. (b) roles and percentage of time on the Services. (c) nature and extent of their experience in carrying out similar work. (d) capacity to perform the specified task in respect of other commitments. (e) suitability of any proposed sub-consultants. 	<p>60 %</p>
<p>FEE SCHEDULE FOR THE PROJECT AND OTHER CRITERIA</p> <p><i>Refer Annexures C, D, E and F (if lodged) to the RFP</i></p> <p>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.</p> <p>[Note – option 1: Select the following wording if the value of the PM/CA procurement is estimated as being over \$80,000 and where Division 2 of the CPRs apply, include CPR Compliance Statement criterion]</p> <p>The degree to which the Respondent's response to Annexure E - CPR 2017 Compliance Statement and Applicable Standards constitutes value for money. <i>[Delete if not applicable]</i></p> <p>[Note – option 2: Select the following wording if the value of the PM/CA procurement is estimated as being over \$4m and where Division 2 of the CPRs apply, economic benefits to the Australian economy will also form part of the value for money considerations]</p> <p>The degree to which the Respondent's response to Annexure E - CPR 2017 regarding how the Project (and the Respondent's approach to performance of the Services) may directly benefit the Australian economy, constitutes value for money. <i>[Delete if not applicable].</i></p>	<p>VFM</p>

NON-DIP PM/CA - INVITATION TO REGISTER (ITR)

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

NON DIP PMCA Conformance Check	Assessment
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT</p> <p><i>Refer clause 3.1(a)(i)</i></p> <p>The Applicant must lodge its Registration of Interest in the manner specified in the ITR, and the Applicant's Registration of Interest must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.2(a).</i></p>	<p>YES/NO</p>
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(a)(ii) and Schedule F – Statement of Tax Record</i></p> <p>The Applicant must, at the time of lodging its Registration of Interest, complete and lodge Schedule F - Statement of Tax Record.</p> <p><i>If "No", refer to clause 3.2(b).</i></p>	<p>YES/NO</p>

NON DIP PMCA Conformance Check	Assessment
<p>CONDITIONS FOR PARTICIPATION</p> <p><i>Refer clause 3.1(a)(iii) and Schedule D – Conditions for Participation</i></p> <p>At the time of lodging its Registration of Interest, the Applicant must satisfy each condition for participation stated in Schedule D - Conditions for Participation (if any).</p> <p><i>If "No", refer to clause 3.2(c).</i></p>	YES/NO

NON DIP PMCA Evaluation Criteria	Weighting
<p>WORKLOAD AND PROPOSED RESOURCES</p> <p><i>Refer clause 2(a)(i), 2(b) and Schedule A - Workload and Proposed Resources</i></p> <p>The extent to which the Applicant has demonstrated that it has the availability, capacity and ability to perform the services and otherwise meet its obligations under the contract if it is the successful tenderer.</p>	30%

NON DIP PMCA Evaluation Criteria	Weighting
<p>PRELIMINARY PROPOSALS</p> <p><i>Refer clause 2(a)(ii), 2(b) and Schedule A - Workload and Proposed Resources, Schedule B - Preliminary Proposals and Schedule C - Previous Performance</i></p> <p>The extent to which the Applicant has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the services and otherwise meeting its obligations under the contract if it is the successful tenderer, including in respect of the following particular concerns:</p> <p>A [Insert] [as per 2(a)(ii)(A) of the ITR].</p> <p>B. [Insert] [as per 2(a)(ii)(B) of the ITR].[Etc. – <i>delete, add or amend as applicable to reflect the ITR</i>]</p> <p>C. proposed methodology, cost and time control, quality assurance and work health and safety.</p>	<p>20%</p>
<p>PREVIOUS PERFORMANCE</p> <p><i>Refer clause 2(a)(iii), 2(b) and Schedule C - Previous Performance</i></p> <p>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.</p>	<p>50%</p>
<p>CONDITIONS FOR PARTICIPATION</p> <p><i>Refer clause 2(b), 3.1(a)(iii) and Schedule D – Conditions for Participation</i></p> <p><i>Only if Schedule D includes condition(s) for participation, refer to the Conditions for Participation section in Conformance Check above.</i></p>	<p>N/A OR YES/NO (conducted as Conformance check)</p>

NON DIP PMCA Evaluation Criteria	Weighting
INFORMATION SECURITY <i>Refer clause 2(a)(iv), 2(b) and Schedule E – Information Security</i> 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
STATEMENT OF TAX RECORD <i>Refer clause 2(b), 3.1(a)(ii), 17 and Schedule F – Statement of Tax Record</i> If clause 17 of the ITR applies, the Applicant has provided all of the required satisfactory and valid STRs (as required in clause 17 of the ITR).	N/A OR YES/NO (conducted as Conformance check)

NON DIP PM/CA - REQUEST FOR TENDER (RFT)

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

NON DIP PMCA Conformance Check	Weighting
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT</p> <p><i>Refer clause 3.1(a) and Tender Particulars</i></p> <p>The Tenderer must lodge its Tender in the manner specified in the RFT, and the Tenderer's Tender must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.3(a).</i></p>	<p>YES/NO</p>
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(b) and 29, Schedule H – Statement of Tax Record and item 1 of Tender Form and Statutory Declaration in Part 3</i></p> <p>The Tenderer must satisfy each minimum form and content requirement as follows:</p> <ul style="list-style-type: none"> the Tender must remain valid for the duration of the Tender Validity Period; if clause 29 of the Tender Conditions applies, the Tenderer must complete and lodge Tender Schedule H - Statement of Tax Record; and the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except to the extent provided for in clause 3.2 of the Tender Conditions and expressly set out by the Tenderer in Tender Schedule J - Alternative Proposals. <p><i>If "No", refer to clause 3.3(b).</i></p>	<p>YES/NO</p>
<p>CONDITIONS FOR PARTICIPATION</p> <p><i>Refer clause 3.1(c) and Tender Particulars</i></p> <p>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).</p> <p><i>If "No", refer to clause 3.3(c).</i></p>	<p>YES/NO</p>

NON DIP PMCA Evaluation Criteria	Weighting
<p>WORKLOAD AND PROPOSED RESOURCES</p> <p><i>Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Workload and Proposed Resources</i></p> <p>The extent to which the Tenderer has demonstrated that it has the availability, capacity and ability to perform the Services and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>50%</p>
<p>PROJECT DCAP AND PROJECT PLANS</p> <p><i>Refer clause 4(a)(ii), 4(c), 4(d)) and Tender Schedule A - Workload and Proposed Resources, Tender Schedule B – Project DCAP and Project Plans and, if applicable, Tender Schedule C - Previous Performance</i></p> <p>The extent to which the Tenderer has demonstrated that it comprehends key issues and will implement appropriate solutions and management strategies in performing the Services and otherwise meeting its obligations under the Contract in Part 5, including proposed methodology, cost and time control, quality assurance and work health and safety.</p>	<p>20%</p>
<p>APPROACH TO PROGRAMMING THE SERVICES</p> <p>The Respondents overall approach to programming and provision of a detailed draft program showing the anticipated timeframe for the various tasks and activities for the carrying out of the Services. The draft program should also be based on achieving the Completion of each Milestone by the relevant Date for Completion</p>	<p>30 %</p>
<p>PREVIOUS PERFORMANCE (IF APPLICABLE)</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Previous Performance</i></p> <p>If the Tenderer was not required to submit a registration of interest, 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.</p>	<p>X% OR N/A if assessed at an ITR stage</p>

NON DIP PMCA Evaluation Criteria	Weighting
<p>COMMERCIAL POSITION</p> <p><i>Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Insurance Details, Tender Schedule E - Miscellaneous Contract Particulars, Tender Schedule F - Tenderer's Commercial-in-Confidence Information</i></p> <p>The extent to which the Tenderer has demonstrated that it has a satisfactory commercial position in respect of the Contract in Part 5, performing the Services and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer, which will include at least the following:</p> <ul style="list-style-type: none"> • Tender Schedule D - Insurance Details; • Tender Schedule E - Miscellaneous Contract Particulars; and • Tender Schedule F - Tenderer's Commercial-in-Confidence Information. 	<p>VFM</p>
<p>INFORMATION SECURITY</p> <p><i>Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule G – Information Security</i></p> <p>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.</p>	<p>YES/NO</p>
<p>STATEMENT OF TAX RECORD</p> <p><i>Refer clause 3.1(b)(ii), 29 and Schedule H – Statement of Tax Record</i></p> <p>If clause 29 of the Tender Conditions applies, the Tenderer has provided all of the required satisfactory and valid STRs (as required in clause 29 of the Tender Conditions).</p>	<p>N/A OR YES/NO</p> <p>(conducted as Conformance check)</p>

NON DIP PMCA Evaluation Criteria	Weighting
<p>FEE</p> <p><i>Refer clause 4(a)(vi), 4(c), 4(d), Tender Schedule I – Fee and (if applicable) item 4 of the Tender Form and Statutory Declaration in Part 3</i></p> <p>The extent to which the Tenderer has demonstrated that its Fee, when considered in conjunction with all other evaluation criteria and all other information (including the Commonwealth Procurement Rules compliance statement in the Tender Form and Statutory Declaration in Part 3) is value for money.</p> <p>[Note – option 1: If the procurement is over \$7.5m and where Division 2 of the CPRs apply, include CPR Compliance Statement criterion]</p> <p>The degree to which the Tenderer's response to paragraphs (a) to (d) of item 4 of the Tender Form and Statutory Declaration - CPR 2017 Compliance Statement and Applicable Standards constitutes value for money. <i>[Delete if not applicable]</i></p> <p>[Note – option 2: If the procurement is over \$4m (but under \$7.5m) and where Division 2 of the CPRs apply, economic benefits to the Australian economy will also form part of the value for money considerations]</p> <p>The degree to which the Tenderer's response to paragraph (d) of item 4 of the Tender Form and Statutory Declaration - CPR 2017 regarding how the Project (and the Tenderer's approach to performance of the Services) may directly benefit the Australian economy, constitutes value for money. <i>[Delete if not applicable]</i></p>	VFM
<p>ALTERNATIVE PROPOSALS (IF ANY) (SUBJECT TO CLAUSE 3.2 OF THE TENDER CONDITIONS)</p> <p><i>Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule J - Alternative Proposals</i></p> <p>The extent to which the Tenderer has demonstrated greater value for money.</p>	VFM
<p>ADDITIONAL EVALUATION CRITERIA (IF ANY)</p> <p><i>Refer clause 4(b) and Tender Particulars</i></p> <p>The extent to which the Tenderer has demonstrated value for money.</p>	VFM OR N/A

DSC-1 2021 - INVITATION TO REGISTER (ITR)

DSC-1 2021 Conformance Check	Assessment
ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT <i>Refer clause 3.1(a)</i> The Applicant must lodge its Registration of Interest in the manner specified in the ITR, and the Applicant's Registration of Interest must be received before the ATM Close Date and ATM Close Time. <i>If "No", refer to clause 3.2(a).</i>	YES/NO
MINIMUM FORM AND CONTENT REQUIREMENTS <i>Refer clause 3.1(b) and Schedule E - Statement of Tax Record</i> If clause 18 of the ITR applies, the Applicant must, at the time of lodging its Registration of Interest, complete and lodge Schedule E - Statement of Tax Record. <i>If "No", refer to clause 3.2(b).</i>	YES/NO
CONDITIONS FOR PARTICIPATION (IF APPLICABLE) <i>Refer clause 3.1(c) and Schedule D - Conditions for Participation</i> 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). <i>If "No", refer to clause 3.2(c).</i>	YES/NO OR N/A

DSC-1 2021 Evaluation Criteria	Weighting
SCHEDULE A - PROPOSED RESOURCES <i>Refer clause 2(a)(i), 2(b) and Schedule A - Proposed Resources</i> 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 B - PREVIOUS PERFORMANCE <i>Refer clause 2(a)(ii), 2(b) and Schedule B - Previous Performance</i> 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.	50%

DSC-1 2021 Evaluation Criteria	Weighting
<p>SCHEDULE C - INFORMATION SECURITY <i>Refer clause 2(a)(iii), 2(b) and Schedule C - Information Security</i></p> <p>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.</p>	<p>YES/NO</p>

DSC-1 2021 - REQUEST FOR TENDER (RFT)

DSC-1 2021 Conformance Check	Weighting
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT <i>Refer clause 3.1(a)</i></p> <p>The Tenderer must lodge its Tender in the manner specified in the RFT, and the Tenderer's Tender must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.3(a).</i></p>	YES/NO
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clauses 3.1(b), item 1 of Tender Form and Statutory Declaration in Part 3, Tender Schedule G - Alternative Proposals, and item 1 of Tender Schedule H - Miscellaneous Matters for Evaluation, Tender Schedule I - Statement of Tax Record and Tender Schedule J - Indigenous Procurement Policy</i></p> <p>The Tenderer must satisfy each minimum form and content requirement as follows:</p> <ul style="list-style-type: none"> the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender; if clause 29.1 of the Tender Conditions applies, the Tenderer must complete and lodge Tender Schedule I - Statement of Tax Record; if the Tender Particulars state that it applies, the Tenderer must complete and lodge Tender Schedule J - Indigenous Procurement Policy the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except: <ul style="list-style-type: none"> A. subject to subparagraph B, to the extent provided for under clause 3.2 of the Tender Conditions and expressly set out by the Tenderer in Tender Schedule G - Alternative Proposals; and 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. <p><i>If "No", refer to clause 3.3(b).</i></p>	YES/NO

DSC-1 2021 Conformance Check	Weighting
<p>CONDITIONS FOR PARTICIPATION (IF APPLICABLE)</p> <p><i>Refer clause 3.1(c)</i></p> <p>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).</p> <p><i>If "No", refer to clause 3.3(c).</i></p>	<p>YES/NO OR N/A</p>
DSC-1 2021 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE A - DRAFT PROJECT PLANS</p> <p><i>Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Draft Project Plans</i></p> <p>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.</p> <p><i>[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.]</i></p>	<p>YES/NO</p>
<p>TENDER SCHEDULE B - PROPOSED RESOURCES</p> <p><i>Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule A – Draft Project Plans</i></p> <p>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.</p>	<p>50%</p>
<p>TENDER SCHEDULE C - PREVIOUS PERFORMANCE (IF APPLICABLE)</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Previous Performance</i></p> <p>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.</p> <p>OR</p> <p>Not used.</p> <p><i>[Note: Refer to Tender Particulars for which option applies.]</i></p>	<p>X% or N/A if assessed at an ITR stage</p>

DSC-1 2021 Conformance Check	Weighting
<p>TENDER SCHEDULE D – PROGRAM</p> <p><i>Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Program</i></p> <p>The extent to which the Tenderer has demonstrated that it will satisfactorily program the Services, achieve Completion and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>50%</p>
<p>TENDER SCHEDULE E - COMMONWEALTH PROCUREMENT RULES COMPLIANCE (IF APPLICABLE)</p> <p><i>Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Commonwealth Procurement Rules Compliance</i></p> <p>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 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.</p>	<p>VFM</p>
<p>TENDER SCHEDULE F – FINANCIAL</p> <p><i>Refer clause 4(a)(vi), 4(c), 4(d), Tender Schedule F - Financial</i></p> <p>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.</p>	<p>VFM</p>
<p>TENDER SCHEDULE G - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)</p> <p><i>Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Alternative Proposals</i></p> <p>The extent to which the Tenderer has demonstrated greater value for money.</p> <p>[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.]</p>	<p>VFM</p>

DSC-1 2021 Conformance Check	Weighting
<p>TENDER SCHEDULE H - MISCELLANEOUS MATTERS FOR EVALUATION</p> <p><i>Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Miscellaneous Matters For Evaluation</i></p> <p>A. insurance details and levels and Tenderer's commercial-in-confidence information; and</p> <p>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.</p>	<p>A. VFM</p> <p>B. YES/NO</p>
<p>INDIGENOUS PROCUREMENT POLICY</p> <p><i>Refer clause 4(a)(ix) and Schedule J - Indigenous Procurement Policy</i></p> <p>Whether or not the Tenderer has demonstrated:</p> <ul style="list-style-type: none"> its commitment to increasing Indigenous participation, including: <ul style="list-style-type: none"> that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes; that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with: <ul style="list-style-type: none"> an Indigenous Participation Plan; and the mandatory minimum requirements for the Indigenous Procurement Policy; and if clause 30.3 applies, that it will ensure that the Services deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area, <ul style="list-style-type: none"> and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer. 	<p>VFM</p>

DSC-1 2021 Conformance Check	Weighting
<p>ADDITIONAL EVALUATION CRITERIA (IF ANY) <i>Refer clause 4(b) and Tender Particulars</i></p> <p>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]</p> <p>[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.]</p>	<p>As set out in the Tender Particulars</p>

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

HC-1 2021/MCC-1 2021/MW-2 2021 Conformance Check	Assessment
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT <i>Refer clause 3.1(a)</i></p> <p>The Applicant must lodge its Registration of Interest in the manner specified in the ITR, and the Applicant's Registration of Interest must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.2(a).</i></p>	<p>YES/NO</p>
<p>MINIMUM FORM AND CONTENT REQUIREMENTS <i>Refer clause 3.1(b), clause 23 and Schedule E - Statement of Tax Record</i></p> <p>If clause 22 of the ITR applies, the Applicant must, at the time of lodging its Registration of Interest, complete and lodge Schedule E - Statement of Tax Record.</p> <p><i>If "No", refer to clause 3.2(b).</i></p>	<p>YES/NO</p>

HC-1 2021/MCC-1 2021/MW-2 2021 Conformance Check	Assessment
<p>SCHEDULE D - CONDITIONS FOR PARTICIPATION (IF APPLICABLE) <i>Refer clause 3.1(c), Schedule D - Conditions for Participation</i></p> <p>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).</p> <p><i>If "No", refer to clause 3.2(c).</i></p>	<p>YES/NO OR N/A</p>

HC-1 2021/MCC-1 2021/MW-2 2021 Evaluation Criteria	Weighting
<p>SCHEDULE A - PROPOSED RESOURCES <i>Refer clause 2(a)(i), 2(b), Schedule A - Proposed Resources</i></p> <p>The extent to which the Applicant has demonstrated that it has the resources and capacity to perform the contractor's activities, achieve completion of the works and otherwise meet its obligations under the contract if it is the successful tenderer.</p>	<p>50%</p>
<p>SCHEDULE B - PREVIOUS PERFORMANCE <i>Refer clause 2(a)(ii), 2(b) and Schedule B - Previous Performance</i></p> <p>The extent to which the Applicant has demonstrated that it has the experience and ability to perform the contractor's activities, achieve completion of the works and otherwise meet its obligations under the contract if it is the successful tenderer.</p>	<p>50%</p>
<p>SCHEDULE C - INFORMATION SECURITY <i>Refer clause 2(a)(iii), 2(b) and Schedule C - Information Security</i></p> <p>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.</p>	<p>YES/NO</p>

HC-1 2021 - REQUEST FOR TENDER (RFT)

HC-1 2021 Conformance Check	Weighting
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT <i>Refer clause 3.1(a)</i></p> <p>The Tenderer must lodge its Tender in the manner specified in the RFT, and the Tenderer's Tender must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.3(a).</i></p>	YES/NO
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(b), item 1 of Tender Form and Statutory Declaration in Part 3, Tender Schedule F - Indigenous Procurement Policy, Tender Schedule I - Alternative Proposals, item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation and Tender Schedule K - Statement of Tax Record.</i></p>	YES/NO

HC-1 2021 Conformance Check	Weighting
<p>The Tenderer must satisfy each minimum form and content requirement as follows:</p> <ul style="list-style-type: none"> the Tenderer must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender; the Tenderer must complete and lodge Tender Schedule F - Indigenous Procurement Policy; if clause 29.1 of the Tender Conditions applies, the Tenderer must complete and lodge Tender Schedule K - Statement of Tax Record; and the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except: <ul style="list-style-type: none"> A. subject to subparagraph B, to the extent provided for under clause 3.2 of the Tender Conditions and expressly set out by the Tenderer in Tender Schedule I - Alternative Proposals; and B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation. <p><i>If "No", refer to clause 3.3(b).</i></p>	
<p>CONDITIONS FOR PARTICIPATION (IF APPLICABLE)</p> <p><i>Refer clause 3.1(c)</i></p> <p>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).</p> <p><i>If "No", refer to clause 3.3(c).</i></p>	<p>YES/NO OR N/A</p>

HC-1 2021 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE A - DRAFT PROJECT PLANS</p> <p><i>Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Draft Project Plans</i></p> <p>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</p> <p>[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.]</p>	<p>YES/NO</p>
<p>TENDER SCHEDULE B - PROPOSED RESOURCES</p> <p><i>Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule E - Program and Minimum Resource Schedule</i></p> <p>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>45% or 30% if Schedule D is applicable.</p>
<p>TENDER SCHEDULE C - LOCAL INDUSTRY CAPABILITY PLAN</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Local Industry Capability Plan</i></p> <p>The extent to which the Tenderer has demonstrated its commitment to local industry participation and 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 if it is the successful Tenderer.</p>	<p>15%</p>

HC-1 2021 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE D - PREVIOUS PERFORMANCE</p> <p><i>Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Previous Performance</i></p> <p>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p> <p>OR</p> <p>Not used.</p> <p>[Note: Refer to Tender Particulars for which option applies.]</p>	<p>25% OR N/A if assessed at an ITR stage</p>
<p>TENDER SCHEDULE E - PROGRAM AND MINIMUM RESOURCE SCHEDULE</p> <p><i>Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Program and Minimum Resource Schedule</i></p> <p>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>40% Or 30% if Schedule D is applicable.</p>
<p>TENDER SCHEDULE F - INDIGENOUS PROCUREMENT POLICY</p> <p><i>Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Indigenous Procurement Policy</i></p> <p>The extent to which the Tenderer has demonstrated:</p> <p>A. its commitment to increasing Indigenous participation, including:</p> <ol style="list-style-type: none"> 1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes; 2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and 3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with: <ol style="list-style-type: none"> a) an Indigenous Participation Plan; and 	<p>VFM</p>

HC-1 2021 Evaluation Criteria	Weighting
<p>b) the mandatory minimum requirements for the Indigenous Procurement Policy; and</p> <p>B. if clause 27.3 of the Tender Conditions 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, and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	
<p>TENDER SCHEDULE G - COMMONWEALTH PROCUREMENT RULES COMPLIANCE</p> <p><i>Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Commonwealth Procurement Rules Compliance</i></p> <p>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 Contractors Activities.</p> <p>[Note: Broader benefits to the Australian economy (CPRs 2022, 4.7-4.8) are considered at Tender Schedule C.]</p>	VFM
<p>TENDER SCHEDULE H – FINANCIAL</p> <p><i>Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Financial</i></p> <p>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.</p>	VFM
<p>TENDER SCHEDULE I - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)</p> <p><i>Refer clause 3.2, 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Alternative Proposals</i></p> <p>The extent to which the Tenderer has demonstrated greater value for money.</p> <p>[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</p>	VFM

<p align="center">HC-1 2021 Evaluation Criteria</p>	<p align="center">Weighting</p>
<p><i>merit has not been assessed individually, it may be assessed collectively during VFM.]</i></p>	
<p>TENDER SCHEDULE J - MISCELLANEOUS MATTERS FOR EVALUATION <i>Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule J - Miscellaneous Matters For Evaluation</i></p> <p>A. insurance details and levels and Tenderer’s commercial-in-confidence information; and 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.</p>	<p align="center">A. VFM</p> <p align="center">B. YES/NO</p>
<p>ADDITIONAL EVALUATION CRITERIA (IF ANY) <i>Refer clause 4(b) and Tender Particulars</i></p> <p>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]</p> <p><i>[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.]</i></p>	<p align="center">As set out in the Tender Particulars</p>

MCC 1-2021 – REQUEST FOR TENDER (RFT)

MCC-1 2021 RFT Conformance Check	Weighting
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT</p> <p><i>Refer clause 3.1(a)</i></p> <p>The Tenderer must lodge its Tender in the manner specified in the RFT, and the Tenderer's Tender must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.3(a).</i></p>	<p>YES/NO</p>
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(b), item 1 of Tender Form and Statutory Declaration in Part 3, Tender Schedule F - Indigenous Procurement Policy, Tender Schedule I - Alternative Proposals, item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation and Tender Schedule K - Statement of Tax Record.</i></p> <p>The Tenderer must satisfy each minimum form and content requirement as follows:</p> <ul style="list-style-type: none"> the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender; the Tenderer must complete and lodge Tender Schedule F - Indigenous Procurement Policy; if clause 31.1 of the Tender Conditions applies, the Tenderer must complete and lodge Tender Schedule K - Statement of Tax Record; and The Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except: <ul style="list-style-type: none"> A. subject to subparagraph B, to the extent provided for under clause 3.2 of the Tender Conditions and expressly set out by the Tenderer in Tender Schedule I - Alternative Proposals; and B. in respect of clauses 5.4 – 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation <p><i>If "No", refer to clause 3.3(b).</i></p>	<p>YES/NO</p>

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

MCC-1 2021 RFT Evaluation Criteria	Weighting
<p>TENDER SCHEDULE A - PROJECT UNDERSTANDING</p> <p><i>Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Project Understanding</i></p> <p>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, achieving Completion of the Works and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer, being:</p> <p>A. issues, risks and opportunities and</p> <p>B. draft project plans (as specified in Tender Schedule A - Project Understanding).</p> <p>[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.]</p>	<p>20%</p>
<p>TENDER SCHEDULE B - PROPOSED RESOURCES</p> <p><i>Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule E - Program and Minimum Resource Schedule</i></p> <p>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor’s Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>35% Or 25% if Schedule D is applicable.</p>

MCC-1 2021 RFT Evaluation Criteria	Weighting
<p>TENDER SCHEDULE C - LOCAL INDUSTRY CAPABILITY PLAN</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Local Industry Capability Plan</i></p> <p>The extent to which the Tenderer has demonstrated its commitment to local industry participation and 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 if it is the successful Tenderer.</p>	<p>15%</p>
<p>TENDER SCHEDULE D - PREVIOUS PERFORMANCE</p> <p><i>Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Previous Performance</i></p> <p>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p> <p>OR</p> <p>Not used.</p> <p><i>[Note: Refer to Tender Particulars for which option applies.]</i></p>	<p>20% OR N/A if assessed at an ITR stage</p>
<p>TENDER SCHEDULE E - PROGRAM AND MINIMUM RESOURCE SCHEDULE</p> <p><i>Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Program and Minimum Resource Schedule</i></p> <p>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>30% or 20% if Schedule D is applicable.</p>

MCC-1 2021 RFT Evaluation Criteria	Weighting
<p>TENDER SCHEDULE F - INDIGENOUS PROCUREMENT POLICY</p> <p><i>Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Indigenous Procurement Policy</i></p> <p>The extent to which the Tenderer has demonstrated:</p> <p>A. its commitment to increasing Indigenous participation, including:</p> <ol style="list-style-type: none"> 1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes; 2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and 3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with: <ol style="list-style-type: none"> a) an Indigenous Participation Plan; and b) the mandatory minimum requirements for the Indigenous Procurement Policy; and <p>B. if clause 29.3 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,</p> <p>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	VFM
<p>TENDER SCHEDULE G - COMMONWEALTH PROCUREMENT RULES COMPLIANCE</p> <p><i>Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Commonwealth Procurement Rules Compliance</i></p> <p>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 Contractor's Activities.</p> <p>[Note: Broader benefits to the Australian economy (CPRs 2022, 4.7-4.8) are considered at Tender Schedule C.]</p>	VFM

MCC-1 2021 RFT Evaluation Criteria	Weighting
<p>TENDER SCHEDULE H – FINANCIAL</p> <p><i>Refer clause 4(a)(viii), 4(c), 4(d), and Tender Schedule H - Financial</i></p> <p>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.</p>	VFM
<p>TENDER SCHEDULE I - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)</p> <p><i>Refer clause 3.2, 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Alternative Proposals</i></p> <p>The extent to which the Tenderer has demonstrated greater value for money.</p> <p>[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.]</p>	VFM
<p>TENDER SCHEDULE J - MISCELLANEOUS MATTERS FOR EVALUATION</p> <p><i>Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule J - Miscellaneous Matters For Evaluation</i></p> <p>A. insurance details and levels and Tenderer's commercial-in-confidence information; and</p> <p>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.</p>	<p>A. VFM</p> <p>B. YES/NO</p>

MCC-1 2021 RFT Evaluation Criteria	Weighting
<p>ADDITIONAL EVALUATION CRITERIA (IF ANY)</p> <p><i>Refer clause 4(b) and Tender Particulars</i></p> <p>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]</p> <p>[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.]</p>	<p>As set out in the Tender Particulars</p>

MW-2 2021 - REQUEST FOR TENDER (RFT)

MW-2 2021 Conformance Check	Weighting
<p>ATM CLOSE TIME AND ATM CLOSE DATE AND MANNER OF LODGEMENT</p> <p><i>Refer clause 3.1(a)</i></p> <p>The Tenderer must lodge its Tender in the manner specified in the RFT, and the Tenderer's Tender must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.3(a).</i></p>	<p>YES/NO</p>
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(b), item 1 of Tender Form and Statutory Declaration in Part 3, Tender Schedule F - Indigenous Procurement Policy, Tender Schedule I - Alternative Proposals, item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation and Tender Schedule K - Statement of Tax Record.</i></p> <p>The Tenderer must satisfy each minimum form and content requirement as follows:</p> <ul style="list-style-type: none"> • the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender; • if clauses 29.3 and 29.4 of the Tender Conditions apply, the Tenderer must complete and lodge Tender Schedule F - Indigenous Procurement Policy; • if clause 31.1 of the Tender Conditions applies, the Tenderer must complete and lodge Tender Schedule K - Statement of Tax Record; and • the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except: <ul style="list-style-type: none"> A. subject to subparagraph B, to the extent provided for under clause 3.2 of 	<p>YES/NO</p>

MW-2 2021 Conformance Check	Weighting
<p>the Tender Conditions and expressly set out by the Tenderer in Tender Schedule I - Alternative Proposals; and</p> <p>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 J - Miscellaneous Matters for Evaluation.</p> <p><i>If "No", refer to clause 3.3(b).</i></p>	
<p>CONDITIONS FOR PARTICIPATION (IF APPLICABLE)</p> <p><i>Refer clause 3.1(c)</i></p> <p>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).</p> <p><i>If "No", refer to clause 3.3(c).</i></p>	<p>YES/NO OR N/A</p>

MW-2 2021 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE A - DRAFT PROJECT PLANS</p> <p><i>Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A - Draft Project Plans</i></p> <p>Whether or not the which 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.</p> <p><i>[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.]</i></p>	<p>YES/NO</p>
<p>TENDER SCHEDULE B - PROPOSED RESOURCES</p> <p><i>Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources</i></p> <p>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>45% or 30% if Schedule D is applicable.</p>

MW-2 2021 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE C - LOCAL INDUSTRY CAPABILITY PLAN</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Local Industry Capability Plan</i></p> <p>The extent to which the Tenderer has demonstrated its commitment to local industry participation and 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 if it is the successful Tenderer.</p>	<p>15%</p>
<p>TENDER SCHEDULE D - PREVIOUS PERFORMANCE</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule D – Previous Performance</i></p> <p>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p> <p>OR</p> <p>Not used.</p> <p>[Note: Refer to Tender Particulars for which option applies.]</p>	<p>25% OR N/A if assessed at an ITR stage</p>
<p>TENDER SCHEDULE E – PROGRAM</p> <p><i>Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Program</i></p> <p>The extent to which the Tenderer has demonstrated that it will satisfactorily program the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>40% or 30% if Schedule D is applicable.</p>
<p>TENDER SCHEDULE F - INDIGENOUS PROCUREMENT POLICY</p> <p><i>Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Indigenous Procurement Policy</i></p> <p>The extent to which the Tenderer has demonstrated:</p> <p>A. if clauses 29.1 and 29.2 of the Tender Conditions apply, that it has a satisfactory approach to delivering Indigenous employment and supplier use outcomes;</p>	<p>VFM</p>

MW-2 2021 Evaluation Criteria	Weighting
<p>B. if clauses 29.3 and 29.4 of the Tender Conditions apply, its commitment to increasing Indigenous participation, including:</p> <ul style="list-style-type: none"> 1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes; 2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and 3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with: <ul style="list-style-type: none"> a) an Indigenous Participation Plan; and b) the mandatory minimum requirements for the Indigenous Procurement Policy; and <p>if clause 29.5 of the Tender Conditions 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,</p> <p>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	
<p>TENDER SCHEDULE G - COMMONWEALTH PROCUREMENT RULES COMPLIANCE (IF APPLICABLE)</p> <p><i>Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Commonwealth Procurement Rules Compliance</i></p> <p>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 Contractor's Activities.</p> <p>[Note: Where applicable, broader benefits to the Australian economy (CPRs 2022, 4.7-4.8) are considered at Tender Schedule C.]</p>	VFM
<p>TENDER SCHEDULE H – FINANCIAL</p> <p><i>Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Financial</i></p> <p>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.</p>	VFM

MW-2 2021 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE I - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)</p> <p><i>Refer clause 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Alternative Proposals</i></p> <p>The extent to which the Tenderer has demonstrated greater value for money.</p> <p>[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.]</p>	VFM
<p>TENDER SCHEDULE J - MISCELLANEOUS MATTERS FOR EVALUATION</p> <p><i>Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule J - Miscellaneous Matters For Evaluation</i></p> <p>A. insurance details and levels and Tenderer's commercial-in-confidence information; and</p> <p>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.</p>	A. VFM
<p>ADDITIONAL EVALUATION CRITERIA (IF ANY)</p> <p><i>Refer clause 4(b) and Tender Particulars</i></p> <p>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]</p> <p>[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.]</p>	B. YES/NO
	As set out in the Tender Particulars

ECI HC-1 2022 - INVITATION TO REGISTER (ITR)

ECI HC-1 2022 Conformance Check	Assessment
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT</p> <p><i>Refer clause 3.1(a)</i></p> <p>The Applicant must lodge its Registration of Interest in the manner specified in the ITR, and the Applicant's Registration of Interest must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.2(a).</i></p>	YES/NO
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(b) and Schedule F - Statement of Tax Record</i></p> <p>If clause 22 of the ITR applies, the Applicant must, at the time of lodging its Registration of Interest, complete and lodge Schedule F - Statement of Tax Record.</p> <p><i>If "No", refer to clause 3.2(b).</i></p>	YES/NO
<p>CONDITIONS FOR PARTICIPATION (IF APPLICABLE)</p> <p><i>Refer clause 3.1(c) and Schedule E - Conditions for Participation</i></p> <p>The Applicant must, at the time of lodging its Registration of Interest, satisfy each condition for participation specified in Schedule E - Conditions for Participation (if</p>	YES/NO OR N/A

ECI HC-1 2022 Conformance Check	Assessment
any). <i>If "No", refer to clause 3.2(c).</i>	

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>SCHEDULE A - Preliminary Proposals</p> <p><i>Refer clause 2(a)(i), 2(b), Schedule A - Preliminary Proposals, Schedule B - Proposed Resources and Schedule C - Previous Performance</i></p> <p>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 contractor's activities, achieving completion of the works and otherwise meeting its obligations under the contract if it is the successful tenderer, including in respect of the following particular concerns:</p> <ul style="list-style-type: none"> A. demonstrated understanding of the early contractor involvement delivery model and capability and capacity to generate time and cost savings, innovation and design integrity through active contractor involvement in design development and review, cost planning and programming and the provision of buildability advice; B. maximising the benefits and achieving the objectives of the early contractor involvement delivery model through effective collaboration with the Commonwealth, stakeholders, the design services consultant and other project consultants; C. project specific concerns (as inserted by the Commonwealth) and D. 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. 	15%
<p>SCHEDULE B - PROPOSED RESOURCES</p> <p><i>Refer clause 2(a)(ii), 2(b) and Schedule B - Proposed Resources</i></p> <p>The extent to which the Applicant has demonstrated that it has the resources and capacity to perform the contractor's activities, achieve completion of the works and otherwise meet its obligations under the contract if it is the successful tenderer.</p>	35%

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>SCHEDULE C - PREVIOUS PERFORMANCE</p> <p><i>Refer clause 2(a)(iii), 2(b) and Schedule C - Previous Performance</i></p> <p>The extent to which the Applicant has demonstrated that it has the experience and ability to perform the contractor's activities, achieve completion of the works and otherwise meet its obligations under the contract if it is the successful tenderer.</p>	<p>50%</p>
<p>SCHEDULE D - INFORMATION SECURITY</p> <p><i>Refer clause 2(a)(iv), 2(b) and Schedule C - Information Security</i></p> <p>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</p>	<p>YES/NO</p>

ECI HC-1 2022 – REQUEST FOR TENDER (RFT)

ECI HC-1 2022 Conformance Check	Weighting
<p>ATM CLOSE DATE and ATM CLOSE TIME AND MANNER OF LODGEMENT</p> <p><i>Refer clause 3.1(a)</i></p> <p>The Tenderer must lodge its Tender in the manner specified in the RFT, and the Tenderer's Tender must be received before the ATM Close Date and ATM Close Time.</p> <p><i>If "No", refer to clause 3.3(a).</i></p>	YES/NO
<p>MINIMUM FORM AND CONTENT REQUIREMENTS</p> <p><i>Refer clause 3.1(b), item 1 of Tender Form and Statutory Declaration in Part 3, Tender Schedule F - Indigenous Procurement Policy, Tender Schedule I - Alternative Proposals, item 1 of Tender Schedule J - Miscellaneous Matters for Evaluation and Tender Schedule K - Statement of Tax Record.</i></p> <p>The Tenderer must satisfy each minimum form and content requirement as follows:</p> <ul style="list-style-type: none"> the Tender must remain valid for the duration of the Tender Validity Period, during which period the Tenderer cannot withdraw its Tender; the Tenderer must complete and lodge Tender Schedule F - Indigenous Procurement Policy; if clause 31.1 of the Tender Conditions applies, the Tenderer must complete and lodge Tender Schedule K - Statement of Tax Record; and the Tenderer must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 5, except: <ul style="list-style-type: none"> A. subject to subparagraph B, to the extent provided for under clause 3.2 of the Tender Conditions and expressly set out by the Tenderer in Tender Schedule I - Alternative Proposals; and B. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 5 only, as expressly set out by the Tenderer in item 1 of Tender Schedule J - 	YES/NO

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ECI HC-1 2022 Conformance Check	Weighting
<p>Miscellaneous Matters for Evaluation.</p> <p><i>If "No", refer to clause 3.3(b).</i></p>	
<p>CONDITIONS FOR PARTICIPATION (IF APPLICABLE)</p> <p><i>Refer clause 3.1(c)</i></p> <p>The Tenderer must, at the time of lodging its Tender, satisfy each condition for participation specified in the Tender Particulars (if any).</p> <p><i>If "No", refer to clause 3.3(c).</i></p>	<p>YES/NO OR N/A</p>

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE A - PROJECT UNDERSTANDING</p> <p><i>Refer clause 4(a)(i), 4(c), 4(d) and Tender Schedule A – Project Understanding</i></p> <p>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, achieving Completion of the Works and otherwise meeting its obligations under the Contract in Part 5 if it is the successful Tenderer, being:</p> <p>A. issues, risks and opportunities; and</p> <p>B. draft project plans.</p> <p>[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.]</p>	<p>20%</p>

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE B - PROPOSED RESOURCES</p> <p><i>Refer clause 4(a)(ii), 4(c), 4(d), Tender Schedule B - Proposed Resources and Tender Schedule E - Program and Minimum Resource</i></p> <p>The extent to which the Tenderer has demonstrated that it has the resources and capacity to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>35% or 25% if Schedule D is applicable.</p>
<p>TENDER SCHEDULE C - LOCAL INDUSTRY CAPABILITY PLAN</p> <p><i>Refer clause 4(a)(iii), 4(c), 4(d) and Tender Schedule C - Local Industry Capability Plan</i></p> <p>The extent to which the Tenderer has demonstrated its commitment to local industry participation and 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 if it is the successful Tenderer.</p>	<p>15%</p>
<p>TENDER SCHEDULE D - PREVIOUS PERFORMANCE</p> <p><i>Refer clause 4(a)(iv), 4(c), 4(d) and Tender Schedule D - Previous Performance</i></p> <p>The extent to which the Tenderer has demonstrated that it has the experience and ability to perform the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p> <p>OR</p> <p>Not used.</p> <p>[Note: Refer to Tender Particulars for which option applies.]</p>	<p>20% OR N/A if assessed at an ITR stage</p>

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>TENDER SCHEDULE E - PROGRAM AND MINIMUM RESOURCE SCHEDULE</p> <p><i>Refer clause 4(a)(v), 4(c), 4(d) and Tender Schedule E - Program and Minimum Resource Schedule</i></p> <p>The extent to which the Tenderer has demonstrated that it will satisfactorily program and resource the Contractor's Activities, achieve Completion of the Works and otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>30% or 20% if Schedule D is applicable.</p>
<p>TENDER SCHEDULE F - INDIGENOUS PROCUREMENT POLICY</p> <p><i>Refer clause 4(a)(vi), 4(c), 4(d) and Tender Schedule F - Indigenous Procurement Policy</i></p> <p>The extent to which the Tenderer has demonstrated:</p> <p>A. its commitment to increasing Indigenous participation, including:</p> <ol style="list-style-type: none"> 1) that it has a satisfactory approach to delivering Indigenous employment and Indigenous supplier use outcomes; 2) that its Indigenous Participation Plan will meet the mandatory minimum requirements for the Indigenous Procurement Policy; and 3) its past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, compliance with: <ol style="list-style-type: none"> a) an Indigenous Participation Plan; and b) the mandatory minimum requirements for the Indigenous Procurement Policy; and <p>B. if clause 29.3 of the Tender Conditions 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,</p> <p>and will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer.</p>	<p>VFM</p>
<p>TENDER SCHEDULE G - COMMONWEALTH PROCUREMENT RULES COMPLIANCE</p> <p><i>Refer clause 4(a)(vii), 4(c), 4(d) and Tender Schedule G - Commonwealth Procurement Rules Compliance</i></p> <p>The extent to which the Tenderer has demonstrated its capability to meet the</p>	<p>VFM</p>

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>applicable Australian standards, provided details of its practices regarding labour regulations and ethical employment and promoting environmental sustainability in relation to the Contractors Activities.</p> <p>[Note: Broader benefits to the Australian economy (CPRs 2022, 4.7-4.8) are considered at Tender Schedule C.]</p>	
<p>TENDER SCHEDULE H – FINANCIAL</p> <p><i>Refer clause 4(a)(viii), 4(c), 4(d) and Tender Schedule H - Financial</i></p> <p>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.</p>	VFM
<p>TENDER SCHEDULE I - ALTERNATIVE PROPOSALS (SUBJECT TO CLAUSE 3.2)</p> <p><i>Refer clause 3.2, 4(a)(ix), 4(c), 4(d) and Tender Schedule I - Alternative Proposals</i></p> <p>The extent to which the Tenderer has demonstrated greater value for money.</p> <p>[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.]</p>	VFM
<p>TENDER SCHEDULE J - MISCELLANEOUS MATTERS FOR EVALUATION</p> <p><i>Refer clause 4(a)(x), 4(c), 4(d) and Tender Schedule J - Miscellaneous Matters For Evaluation</i></p> <p>A. insurance details and levels and Tenderer's commercial-in-confidence information; and</p> <p>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.</p>	<p>A. VFM</p> <p>B. YES/NO</p>
<p>ADDITIONAL EVALUATION CRITERIA (IF ANY)</p> <p><i>Refer clause 4(b) and Tender Particulars</i></p>	As set out in the Tender Particulars

ECI HC-1 2022 Evaluation Criteria	Weighting
<p>[Please insert any additional evaluation criteria for the procurement set out in the Tender Particulars, if any.]</p> <p><i>[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.]</i></p>	

ANNEX F – 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	PMCA/PD	PMCA/PD	PMCA/PD	PMCA/PD	PMCA/PD
Member	PD or SPO	PD or SPO	PD or SPO	PD or SPO	PD or SPO
PM/CA 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	If required	If required	If required	If required	If required

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Board Membership	Other Consultancy	DSC/MC REB	DSC/MC TEB	HC/MWC REB	HC/MWC TEB
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