

Defence Infrastructure Panel - Major Construction 2025 - 2030

Head Contract - Tender Documents

***[NOTE TO COMMONWEALTH/TENDER ADMINISTRATOR: THESE PANEL TENDER DOCUMENTS ARE INTENDED FOR USE WITH THE DEFENCE HEAD CONTRACT CONDITIONS OF CONTRACT (UNAMENDED) FOR PROCUREMENTS UNDER THE DEFENCE INFRASTRUCTURE PANEL – MAJOR CONSTRUCTION 2025 - 2030. THESE CONDITIONS OF CONTRACT MUST BE THE VERSION AS FOUND ON THE DEFENCE WEBSITE AT*** [***Suite of Facilities Contracts | Business & Industry | Defence***](https://www.defence.gov.au/business-industry/procurement/contracting-templates/suite-facilities-contracts)***]***

These Tender Documents are issued by the Commonwealth in connection with a potential Engagement under the Defence Infrastructure Panel - Major Construction 2025 - 2030. The Panel Contractor is invited to lodge a Tender for the Contractor's Activities and the Works on the terms of the Tender Documents.

The Panel Contractor must direct all questions related to the Tender Documents or the tender process to the Tender Administrator under Item 9, paragraph (a).

The Panel Contractor's participation in the tender process is governed by, and subject to, the Disclaimer and Confidentiality Agreement and these Tender Conditions.

Without limiting the Panel Contractor's obligations under the Disclaimer and Confidentiality Agreement, these Tender Documents (and all addenda and Information Documents issued in connection with this tender process) are "Confidential Information" for the purposes of the Panel Conditions (subject to paragraph (b) of that definition).

Nothing in the Tender Documents operates to limit the Panel Contractor's obligations, or the Commonwealth's rights, under the Panel Agreement.

**Please note:**

* matters in ***[SQUARE BRACKETS AND ITALICS]*** are to be completed by the Commonwealth/Tender Administrator before the Tender Documents are published on AusTender or otherwise issued to Panel Contractors;
* matters in **[SQUARE BRACKETS AND BOLD]** are to be completed by the Panel Contractor before lodging a Tender; and
* do not delete any of the below fields or amend this form in any way.

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| **PART 1 - TENDER CONDITIONS** | | |
|  | **ATM ID:** | ***[COMMONWEALTH TO INSERT]*** |
|  | **Project Name / Number:** | ***[COMMONWEALTH TO INSERT]*** |
|  | **Panel Contractor:** | ***[OPTION 1 - IF ISSUED VIA EMAIL – COMMONWEALTH TO INSERT]***  ***[OPTION 2 - IF ISSUED VIA AUSTENDER – PANEL CONTRACTOR TO INSERT]*** |
|  | **Panel Contractor Contact Details:** | ***[OPTION 1 - IF ISSUED VIA EMAIL – COMMONWEALTH TO INSERT - REFER TO THE DEFENCE WEBSITE FOR THIS INFORMATION]***  ***[OPTION 2 - IF ISSUED VIA AUSTENDER – PANEL CONTRACTOR TO INSERT]*** |
|  | **ATM Close Date and ATM Close Time:** | ***[INSERT ATM CLOSE DATE (day-month-year)]*** 12.00pm (ACT Local time) |
|  | **Tender Administrator:** | ***[ENTER THE NAME AND EMAIL ADDRESS OF THE TENDER ADMINISTRATOR]*** or such other person notified in writing to the Panel Contractor by the Commonwealth |
|  | **AusTender, the Australian Government Tender System** | * + 1. AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this tender process, the Panel Contractor must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at https://www.tenders.gov.au/infolinks/termsofuse.     2. The Panel Contractor must direct all queries and requests for technical or operational support related to AusTender to the AusTender Helpdesk using the Contact Us form available at https://www.tenders.gov.au/contactus/show.     3. Without limiting paragraph (a), the Panel Contractor's attention is drawn to clauses 1.8 and 1.9 of the AusTender terms and conditions in relation to late receipt of Tenders and proof of lodgement. |
|  | **Interpretation** | In the Tender Conditions and in the other Tender Documents:   * 1. all words and expressions will (unless the context otherwise requires) have the meanings assigned to them:      1. under clauses 1.1 and 1.2 of the Conditions of Contract in Part 4;      2. under clauses 1.1 and 1.2 of the Panel Conditions; or      3. in these Tender Conditions;   2. **Defence** means the Department of Defence;   3. **Disclaimer and Confidentiality Agreement** means thedisclaimer and confidentiality agreement in respect of this tender process;   4. **Environmental Sustainability Principles** means the principles set out in Table 1 of the Environmentally Sustainable Procurement Policy;   5. **Financial Representative** means the Panel Contractor's chief financial officer, financial controller or other officer or employee with primary responsibility for managing the financial affairs of the Panel Contractor;   6. **Independent Financial Adviser** means an independent financial adviser engaged by the Commonwealth;   7. **Indigenous Participation Plan** means a plan detailing how the Panel Contractor will meet the minimum mandatory requirements for the Indigenous Procurement Policy;   8. **Indigenous Procurement Website** means the website at www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp;   9. **Information Documents** means any document or amendment to a document which is issued by the Tender Administrator prior to the ATM Close Date and ATM Close Time and at the time of being issued expressly stated to be an "Information Document" or an amendment to an Information Document (notwithstanding that AusTender may, if applicable, describe such documents as "addenda" or "ATM Documents");   10. **Item** means an item of these Tender Conditions;   11. **Joint Bid Basis** means a Tender lodged:       1. by an unincorporated joint venture; or       2. on any other basis involving more than one party if the Commonwealth is relying upon a representation that those parties will be jointly and severally responsible for performing the Contractor's Activities and otherwise meeting the obligations under the Contract in Part 4 if the parties are the successful tenderers;   12. **Project** means the project described in the Tender Documents;   13. **Remote Area** means an area identified on the map located on the Indigenous Procurement Website, as updated from time to time;   14. **Strategic Notice Event** has the meaning given to it in the Disclaimer and Confidentiality Agreement;   15. **Tender** means the documents lodged with the Commonwealth pursuant to these Tender Conditions;   16. **Tender Conditions** means these tender conditions in Part 1;   17. **Tender Documents** means:       1. the Tender Conditions;       2. the Tender Form in Part 2;       3. the Tender Schedules in Part 3;       4. the Contract in Part 4, including the "Works Description" (as defined in clause 1.1 of the Conditions of Contract in Part 4); and       5. the other documents specified in the Contract Particulars in Part 4, which correspond to the definition of "Contract" under clause 1.1 of the Conditions of Contract in Part 4,   but excludes the Information Documents;   * 1. **Tender Validity Period** means 90 days from the ATM Close Date and ATM Close Time;   2. any reference to a Part is a reference to a Part of the Tender Documents; and   3. any reference to one of the documents described in the definition of the "Tender Documents" under paragraph (q) is a reference to the document so entitled which is included in the Tender Documents. |
|  | **Questions, Communications and Amendments to Tender Documents** | * + 1. If the Panel Contractor finds any discrepancy, ambiguity, error or omission in the Tender Documents, has any questions or concerns, or wishes to make any enquiry or notify of any complaint concerning the Tender Documents or the tender process, it must notify the Tender Administrator by email no later than 7 days prior to the ATM Close Date and ATM Close Time. Subject to the Commonwealth Procurement Rules, neither the Commonwealth nor the Tender Administrator is obliged to respond to all such notices, questions, concerns, enquiries or complaints. Subject to paragraph (b), the Commonwealth may (in its absolute discretion) respond to such notices, questions, concerns, enquiries or complaints in the form of addenda under paragraph (d) or as an Information Document.     2. At the time of its notice under paragraph (a), the Panel Contractor may request that a matter notified under paragraph (a) and any response remain confidential on the basis that the whole or any part of the matter notified contains commercial-in-confidence information. The Panel Contractor must clearly state in its notice that it is a request under this paragraph (b) and must provide justification for its request. If a request is made under this paragraph (b), the Tender Administrator will notify the Panel Contractor that the Commonwealth (in its absolute discretion) either:        1. agrees that the whole or any part of the matter notified contains commercial-in-confidence information (in which case the relevant matter notified and any response will not be issued to all Panel Contractors invited to tender for the Project); or        2. does not agree that the whole or any part of the matter notified or any response should remain confidential on the basis that the request or any response contains commercial-in-confidence information.     3. If the Tender Administrator notifies the Panel Contractor under paragraph (ii):        1. the Panel Contractor must notify the Tender Administrator by email no later than 2 days after receiving the notice if it wishes to withdraw the matter raised under paragraph (a); and        2. if the Panel Contractor does not withdraw the matter raised in accordance with subparagraph (i), the Commonwealth may (in its absolute discretion) respond to the notice in the form of addenda under paragraph (d) or as an Information Document (in which case the relevant matter notified and any response will be issued to all Panel Contractors invited to tender for the Project).     4. The Commonwealth may (in its absolute discretion) amend the Tender Documents at any time prior to the ATM Close Date and ATM Close Time. All amendments to the Tender Documents will be in the form of addenda. No explanation or interpretation of the Tender Documents may be relied upon by the Panel Contractor unless in the form of addenda. All addenda under this paragraph (d) will become part of the Tender Documents.     5. The Tender Administrator and the Commonwealth may give any notice or undertake any written communication contemplated by these Tender Conditions (including all addenda and Information Documents) by publication on AusTender or otherwise by email, other electronic means, post or hand.     6. In the event of a discrepancy between:        1. AusTender and the Tender Conditions, AusTender will prevail; and        2. a communication by AusTender and a communication by the Tender Administrator by any other means, the communication by AusTender will prevail. |
|  | **Industry Briefing** | * + 1. The Commonwealth may conduct one or more industry briefings (including any Site visits) in relation to the Tender Documents, the tender process, the Contractor's Activities, the Works and the Project. If an industry briefing will be conducted, the Tender Administrator will notify the Panel Contractor of the details of the industry briefing, including:        1. the scheduled date, time and location (in person and/or by videoconference) for the industry briefing;        2. where the industry briefing is to be held in person, the maximum number of Panel Contractor personnel (whether employees, subcontractors, consultants or otherwise) who may attend the industry briefing;        3. the time and date by which the Panel Contractor must notify the Tender Administrator if it wishes to attend the industry briefing; and        4. any other information required by the Tender Administrator.     2. If the Panel Contractor wishes to attend the industry briefing as notified by the Tender Administrator under paragraph (a), it must notify the Tender Administrator by email no later than the time and date specified in the Tender Administrator's notice under paragraph (a), providing details of the Panel Contractor, the full names and addresses of all Panel Contractor personnel proposed to attend the industry briefing and all other information required by the Tender Administrator in its notice under paragraph (a).     3. The Commonwealth may (in its absolute discretion):        1. limit or restrict the number of Panel Contractor personnel; or        2. exclude any or all Panel Contractor personnel from,   attending the industry briefing for any reason, including if the Panel Contractor:   * + - 1. exceeds the maximum number of Panel Contractor personnel specified in the Tender Administrator's notice;       2. fails to comply with paragraph (b); or       3. substitutes or replaces Panel Contractor personnel after the time and date specified in the Tender Administrator's notice under paragraph (a).     1. All industry briefings will be conducted for the purpose of providing background information only. The Panel Contractor must not in any way rely upon the industry briefing (or any industry briefing materials provided in accordance with paragraph (e)(i), if applicable) for the purposes of preparing, amending or negotiating its Tender or entry into any contract with the Commonwealth.     2. The Panel Contractor:        1. may, at the discretion of the Tender Administrator, be provided with copies of industry briefing materials (including presentations) as an Information Document; and        2. is **not** permitted to take photographs or other electronic recordings of any industry briefing (including any presentation, site visit or inspection).     3. Without limiting any other provision of the Tender Conditions:        1. subject to the Commonwealth Procurement Rules, neither the Commonwealth nor the Tender Administrator is obliged to respond to any or all questions, enquiries or other matters notified during the industry briefing; and        2. the Commonwealth may (in its absolute discretion) publish or issue addenda under Item 9, paragraph (d) or Information Documents to address any matters arising out of or in connection with the industry briefing. |
|  | **Conforming Tender, including ATM Close Date and ATM Close Time, Minimum Form and Content Requirements and Conditions for Participation** | To lodge a conforming Tender:   * + 1. **the Tender must be**:        1. **lodged electronically via AusTender at www.tenders.gov.au**;and        2. **received before the ATM Close Date and ATM Close Time**;     2. the Tender must satisfy each **minimum form and content requirement** as follows:        1. the Tender must remain valid for the duration of the Tender Validity Period, during which period the Panel Contractor cannot withdraw its Tender;        2. the Panel Contractor must complete and lodge section 1 of Tender Schedule D - Industry Inclusion and Skills;        3. the Panel Contractor must complete and lodge item C of Tender Schedule H - Environmentally Sustainable Procurement; and        4. the Panel Contractor must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 4, except:           1. subject to subsubparagraph B, to the extent provided for under Item 12 and expressly set out by the Panel Contractor in Tender Schedule F - Alternative Proposals; and           2. in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 4 only, as expressly set out by the Panel Contractor in item 1 of Tender Schedule G - Miscellaneous Matters For Evaluation; and     3. the Panel Contractor must, at the time of lodging its Tender, satisfyeach **condition for participation** as follows:        1. ***["None stated" IS THE DEFAULT POSITION. IF THE COMMONWEALTH OR TENDER ADMINISTRATOR WISH TO INSERT CONDITIONS FOR PARTICIPATION IN THIS TENDER PROCESS, PRIOR APPROVAL MUST BE OBTAINED FROM THE DELEGATE]***. |
|  | **Alternative Proposals** | * + 1. The Commonwealth offers the Panel Contractor the opportunity to provide alternative proposals in the pursuit of greater value for money. **The Panel Contractor should note, however, that** (subject to the Commonwealth's absolute discretion under Item 13, paragraph (b)) **it must lodge a conforming Tender before an alternative proposal will be considered.**     2. **If the Panel Contractor wishes to provide any alternative proposal, it must be expressly set out in Tender Schedule F - Alternative Proposals. The Panel Contractor should note that this is a minimum form and content requirement for its Tender under Item 11, paragraph (b)(iv).**     3. The Panel Contractor should note that it is not required to submit Tender Schedule F - Alternative Proposals if it does not propose to submit an alternative proposal. If the Panel Contractor wishes to submit an alternative proposal, it should ensure that item 1 and item 2 of Tender Schedule F - Alternative Proposals are each lodged as separate files.     4. If the Commonwealth (in its absolute discretion) selects or accepts any alternative proposal, the Commonwealth will make any necessary alterations to the Contract in Part 4. |
|  | **Non-Conforming Tender** | The Panel Contractor acknowledges and agrees that:   * + 1. the Panel Contractor is responsible for lodging its Tender in accordance with Item 11, paragraph (a) and managing all surrounding risks, including those associated with the use of AusTender and all information technology risks. If the Tender is not lodged in accordance with Item 11, paragraph (a), the Tender will be non-conforming and will not be evaluated (or continue to be evaluated) unless the reason it was not lodged in accordance with Item 11, paragraph (a) was solely due to mishandling by the Commonwealth;     2. if the Tender does not satisfy each **minimum form and content requirement** specified under Item 11, paragraph (b), the Tender will be non-conforming and will not be evaluated (or continue to be evaluated) unless the Commonwealth considers (in its absolute discretion) that the failure to satisfy a **minimum form and content requirement** was due to an unintentional error by the Panel Contractor. If the Commonwealth considers (in its absolute discretion) that the failure to satisfy a **minimum form and content requirement** may be due to an unintentional error by the Panel Contractor:        1. the Tender Administrator will notify the Panel Contractor that there has been a failure to satisfy a **minimum form and content requirement** and that it requires the Panel Contractor to provide a response to the Tender Administrator by email by the time and date stated in the notice; and        2. the Commonwealth may (in its absolute discretion) review and accept any correction of an unintentional error in respect of a **minimum form and content requirement** provided in the Panel Contractor's response; and     3. if the Panel Contractor does not satisfy each **condition for participation** specified in Item 11, paragraph (c) (if any), the Tender will be non-conforming and will not be evaluated (or continue to be evaluated). |
|  | **Administrative Arrangements** | * + 1. The Panel Contractor is requested to:        1. provide the details set out in the Tender Form in Part 2; and        2. execute the Tender Form by:           1. having a person or persons with full authority to bind the Panel Contractor for the purposes of the Tender, the Contractor's Activities and the Works duly execute the Tender Form; or           2. if the Panel Contractor consists of more than one entity, having a person or persons from each entity with full authority to bind each entity for the purposes of the Tender, the Contractor's Activities and the Works duly execute the Tender Form,   and provide evidence of the full authority of the person or persons executing the Tender Form,  but these are **not** minimum form and content requirements for its Tender.   * + 1. The Panel Contractor is requested to:        1. lodge the Tender Form in Part 2;        2. lodge:           1. Tender Schedule A ‑ Draft Project Plans;           2. Tender Schedule B ‑ Proposed Resources;           3. Tender Schedule C ‑ Program and Minimum Resource Schedule;           4. Tender Schedule D - Industry Inclusion and Skills;           5. Tender Schedule E - Financial;           6. subject to Item 11, paragraph (iv) and only if it wishes to submit an alternative proposal, Tender Schedule F - Alternative Proposals, noting that it should ensure that item 1 and item 2 of Tender Schedule F - Alternative Proposals are each lodged as separate files;           7. Tender Schedule G - Miscellaneous Matters For Evaluation; and           8. Tender Schedule H - Environmentally Sustainable Procurement;        3. lodge each of the Tender Form and each Tender Schedule described under subparagraphs (i) and (ii) in separate, stand-alone, unsecured, electronic files in the format specified in Item 15 which:           1. identify:   the Project;  the Panel Contractor's name; and  the relevant Tender Form and Tender Schedule references;   * + - * 1. do not exceed the file size specified in Item 15;         2. do not contain any virus, malicious code or any other matter or thing which might affect the integrity, useability, security or operation of the Commonwealth's or the Tender Administrator's systems;         3. do not contain macros, scripts or executable codes of any kind; and         4. otherwise comply with the AusTender terms and conditions.   If the Panel Contractor wishes to submit an alternative proposal, it should lodge item 1 and item 2 of Tender Schedule F - Alternative Proposals as separate files;   * + - 1. lodge its Tender in accordance with the response lodgement procedures described in the Tender Documents and on AusTender. The Tender must be completely self-contained, without hyperlinks, QR codes or other material incorporated by reference;       2. unless otherwise specified, express measurements in Australian legal units of measurement;       3. unless otherwise specified, state all prices in Australian Dollars; and       4. unless otherwise specified, provide its Tender in A4 and portrait format and otherwise ensure all contents are clear, legible and readable by using appropriate print colours and font sizes (equivalent to at least Arial 10 point or Times New Roman 11 point),   but these are **not**, unless expressly stated above, minimum form and content requirements for its Tender.   * + 1. If the Tender Administrator (in its absolute discretion) notifies the Panel Contractor that the Panel Contractor is to provide clarification or authentication of material included in the Tender (including any scanned or imaged material such as the Tender Form or other documents or information), the Panel Contractor must provide the originals of such material:        1. by post to the Tender Administrator at the postal address specified in the Tender Administrator's notice; and        2. by the time and date specified in the Tender Administrator's notice,   but these are **not** minimum form and content requirements for its Tender. |
|  | **Format of Tender and Maximum File Size:** | * + 1. ***[INSERT FORMAT E.G. MICROSOFT WORD (COMPATIBLE WITH MICROSOFT OFFICE 2021), TEXT SEARCHABLE PDF]*** format.     2. ***[INSERT]*** megabytes per upload (with files compressed or zipped as required). |
|  | **Evaluation of Tenders** | ***[NOTE THAT THE EVALUATION CRITERIA SPECIFIED IN THIS ITEM MUST BE CONSISTENT WITH THE APPROVED PROJECT DEVELOPMENT AND DELIVERY PLAN OR EVALUATION PLAN. IF THERE IS ANY AMENDMENT TO THE EVALUATION CRITERIA, THIS MUST BE COMMUNICATED TO PANEL CONTRACTORS BY WAY OF AN ADDENDUM]***  Subject to the Tender Conditions, Tenders will be evaluated to determine the Tender which represents the best value for money to the Commonwealth. In considering the Tender, the Commonwealth:   * + 1. will apply the following evaluation criteria:        1. **draft Project Plans (noweighting, the Tender will be evaluated with reference to whether or not this evaluation criterion is met).** Whether or not the Panel Contractor 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 Panel Contractor (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule A ‑ Draft Project Plans);        2. **proposed resources (*[INSERT]*%weighting).**  The extent to which the Panel Contractor has demonstrated that it has the resources and capacity to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule B ‑ Proposed Resources and Tender Schedule C ‑ Program and Minimum Resource Schedule);        3. **program and minimum resource schedule (*[INSERT]*% weighting).** The extent to which the Panel Contractor has demonstrated that it will satisfactorily program and resource the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule C ‑ Program and Minimum Resource Schedule);        4. **industry inclusion and skills (*[INSERT]*%weighting).** The extent to which the Panel Contractor has demonstrated:           1. its commitment to increasing Indigenous participation and, if Item 38 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;           2. its commitment to local industry participation and that it will implement appropriate solutions and management strategies to ensure that local industry is given full, fair and reasonable opportunity to participate in the delivery of the Works; and           3. that:   its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and  it will meet or exceed the Skills Guarantee Targets set out in its Tender and comply with its Gender Equality Action Plan,  and will otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule D - Industry Inclusion and Skills);   * + - 1. **financial (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Panel Contractor 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 (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule E - Financial);       2. **subject** to Item 12 (including the Commonwealth's absolute discretion with respect to alternative proposals), **alternative proposals** (if any) **(no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Panel Contractor has demonstrated greater value for money(noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule F - Alternative Proposals);       3. **miscellaneous matters for evaluation**: **insurance details and levels, Panel Contractor's commercial-in-confidence information and proposed minimum warranty periods (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated)** (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule G - Miscellaneous Matters For Evaluation); and       4. **Environmentally Sustainable Procurement (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Panel Contractor has demonstrated that:          1. its proposed approach to optimising environmental sustainability outcomes in the performance of the Contractor's Activities and the Works is satisfactory;          2. its proposed approach to substantiating environmental sustainability claims is satisfactory;          3. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and          4. its corporate commitment to environmental sustainability is satisfactory,   and that it will otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor (noting that the type of information the Commonwealth is seeking is outlined in Tender Schedule H - Environmentally Sustainable Procurement);   * + 1. ***[INSERT*** ***ANY ADDITIONAL EVALUATION CRITERIA***, ***NOTING THAT*** ***"None stated" IS THE DEFAULT POSITION. IF THE COMMONWEALTH OR THE TENDER ADMINISTRATOR WISH TO INSERT ADDITIONAL EVALUATION CRITERIA, PRIOR APPROVAL MUST BE OBTAINED FROM THE DELEGATE AND THE APPROACH MUST BE CONSISTENT WITH THE PDDP. THIS MUST INCLUDE THE RELEVANT WEIGHTING OR, IN THE ABSENCE OF A WEIGHTING, "no weighting, the Tender will be evaluated with reference to whether [or not this evaluation criteria is met/value for money has been demonstrated)]"]***;     2. may (in its absolute discretion) take into account the information which the Panel Contractor provides under Item 20 but not the information which the Panel Contractor provides under Item 19; and     3. may (in its absolute discretion):        1. obtain and take into account information from referees, enquiries and investigations, including:           1. from referees on prior or current projects on which a Panel Contractor may have been involved (whether or not nominated by the Panel Contractor in its Tender);           2. in connection with any other Commonwealth project; or           3. from financial information or documents (whether provided by the Panel Contractor under Item 32 or otherwise and any Financial Viability Assessment under Item 33 or otherwise);        2. take into account any information lodged by the Panel Contractor in any registration of interest process, tender process or similar procurement process in connection with the Project or any other Commonwealth project;        3. without limiting any other right or remedy of the Commonwealth (under the Tender Documents or otherwise at law or in equity):           1. decide not to evaluate a Tender (or continue to evaluate a Tender); or           2. decide to discontinue negotiations or dealings with any preferred Panel Contractor appointed under Item 20, paragraph 1.1(d),   if:   * + - * 1. the Commonwealth considers (in its absolute discretion), and whether as a result of the exercise of its rights under Items 32 or 33 or otherwise, that the Panel Contractor does not have the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor; or         2. the Panel Contractor has:   failed to comply with any of its obligations in the Disclaimer and Confidentiality Agreement, the Tender Conditions or the Panel Agreement; or  otherwise acted inconsistently with the tender process; and   * + - 1. decide not to evaluate or continue to evaluate any material provided in excess of any page limit specified in a Tender Schedule. |
|  | **Panel Contractor's Due Diligence** | * + 1. No representation has been or is made to the Panel Contractor by the Commonwealth, the Tender Administrator or any of their employees, agents or consultants about the accuracy, completeness or sufficiency of the Works Descriptionor that the Works Descriptionrepresents a completed design of the Works which is suitable for construction purposes and the Commonwealth:        1. has not assumed; nor        2. does it assume,   a duty of care to the Panel Contractor concerning the Works Description.   * + 1. The Panel Contractor is required to do, and will be deemed to have done, everything that would be expected of a prudent, competent and experienced contractor in:        1. assessing the risks which it is assuming under the Contract in Part 4; and        2. ensuring that its tendered Contract Price contains allowances to protect it against any of these risks, including all those things, activities and tasks set out in the Tender Form. |
|  | **Information Documents** | * + 1. The Panel Contractor acknowledges and agrees that:        1. the Information Documents are for the information only of the Panel Contractor;        2. the Information Documents do not form part of the Tender Documents and will not form part of the Contract in Part 4; and        3. this Item 18 applies notwithstanding that AusTender may describe such documents as "addenda" or "ATM Documents".     2. The Panel Contractor:        1. warrants that, to the extent that the Tender Documents and the Information Documents:           1. are published on AusTender, before the Panel Contractor downloaded any of the Tender Documents or the Information Documents from AusTender; or           2. are not published on AusTender, before the Tender Administrator issued any of the Tender Documents or the Information Documents to the Panel Contractor,   the Panel Contractor duly completed, executed and returned the Disclaimer and Confidentiality Agreement by email to the Tender Administrator; and   * + - 1. acknowledges and agrees that, if requested by the Tender Administrator, the Panel Contractor must provide to the Tender Administrator by email the names and addresses of all persons to whom the Panel Contractor has issued the whole or any part of the Tender Documents and Information Documents by the time and date specified in the Tender Administrator's request. |
|  | Proposed Procedure Before the ATM Close Date and ATM Close Time | * + 1. The Commonwealth requires the lodgement of fully competitive Tenders from each Panel Contractor, which will generally maximise the possibility of exceptional performance by the successful Panel Contractor in accordance with the terms of the Tender Documents. In light of this paragraph (a) (and without limiting any other provision of the Tender Conditions), before the ATM Close Date and ATM Close Time, the Commonwealth may (in its absolute discretion) from time to time with one or more Panel Contractors, at a time and place and in a manner notified by the Commonwealth, meet separately with representatives of each Panel Contractor to:        1. obtain information in relation to, and discuss and clarify aspects of, the Panel Contractor's proposed Tender and the Contract in Part 4; and        2. explain the intention of, and answer questions about, any aspect of the Tender Documents, including the Contract in Part 4,   but the Commonwealth is not obliged to:   * + - 1. provide any information or explanation, answer any questions or otherwise act in any particular manner in or arising out of or in connection with any meeting convenedunder this paragraph (a); or       2. amend the Tender Documents arising out of or in connection with any meeting under this paragraph (a).     1. The Commonwealth may issue, and require Panel Contractor compliance with, protocols or other conditions which will govern any meeting convened in accordance with paragraph (a).     2. The Panel Contractor must:        1. attend and participate in all meetings required by the Commonwealth under paragraph (a);        2. comply with any protocol or other condition issued by the Commonwealth under paragraph (b); and        3. provide all information or clarifications required by the Commonwealth under paragraph (a):           1. by the time and date specified by the Commonwealth; and           2. by the form of communication specified by the Tender Documents or otherwise specified by the Commonwealth.     3. At the time of any Panel Contractor meeting, the Panel Contractor may request that any matter raised by the Panel Contractor during the Panel Contractor meeting and any response by the Commonwealth remains confidential on the basis that the whole or any part of the matter raised contains commercial-in-confidence information. The Panel Contractor must provide justification if the Panel Contractor makes a request under this paragraph (d).     4. If a request is made under paragraph (d), the Commonwealth will notify the Panel Contractor that the Commonwealth (in its absolute discretion) either:        1. agrees that the whole or any part of the matter raised contains commercial-in-confidence information (in which case the relevant matter raised and any response will not be issued to all Panel Contractors invited to tender for the Project); or        2. does not agree that the whole or any part of the matter raised contains commercial-in-confidence information.     5. If the Commonwealth notifies the Panel Contractor under paragraph (ii):        1. the Panel Contractor must immediately notify the Commonwealth if it wishes to withdraw its request under paragraph (d); and        2. if the Panel Contractor does not withdraw its request under subparagraph (i), the Commonwealth may (in its absolute discretion) disclose the matter raised and any response to the other Panel Contractors in the form of addenda under Item 9, paragraph (d) or as an Information Document (in which case the relevant matter raised and any response will be issued to all Panel Contractors invited to tender for the Project).     6. Without limiting any other provision of the Tender Conditions, the Commonwealth may (in its absolute discretion) publish or issue addenda under Item 9, paragraph (d) or Information Documents to address any matters arising out of or in connection with any Panel Contractor meeting convened under paragraph (a). |
|  | **Proposed Procedure After the ATM Close Date and ATM Close Time** | * + 1. After the ATM Close Date and ATM Close Time the Commonwealth may (in its absolute discretion) do one or more of the following from time to time with one or more Panel Contractors:        1. meet with representatives of the Panel Contractor to obtain further information, documents or evidence in relation to, and otherwise clarify, aspects of the Tender;        2. require the Panel Contractor to present key elements of its Tender to such persons as may be nominated by the Tender Administrator;        3. conduct interviews with the Panel Contractor and any proposed personnel/representative approved by the Tender Administrator;        4. require the Panel Contractor to provide the Commonwealth with further information, documents, evidence or clarification in relation to any aspect of the Tender or as otherwise described in the Tender Documents; and        5. set aside a Tender, pending negotiations with one or more preferred Panel Contractors under paragraph (d).     2. The Commonwealth may issue, and require Panel Contractor compliance with, protocols or other conditions which will govern any meeting convened or presentation made in accordance with paragraph (a).     3. The Panel Contractor must:        1. attend and participate in all meetings and presentations required by the Commonwealth under paragraph (a);        2. comply with any protocol or other condition issued by the Commonwealth under paragraph (b); and        3. provide all information, documents, evidence or clarifications required by the Commonwealth under paragraph (a):           1. by the time and date specified by the Commonwealth; and           2. by the form of communication specified by the Tender Documents or otherwise specified by the Commonwealth.     4. The Commonwealth may (in its absolute discretion) by notice appoint one or more Panel Contractors as preferred tenderers:        1. for the purposes of negotiating or otherwise seeking to document and finalise a contract; and        2. subject to the satisfaction of such conditions (if any) as may be stated in the notice, including:           1. the Panel Contractor duly completing, executing and returning a negotiation protocol in the form specified by the Commonwealth (setting out the basis on which the Commonwealth will negotiate with the Panel Contractor):   by the time and date specified by the Commonwealth; and  by the form of communication specified by the Commonwealth; and   * + - * 1. any Financial Viability Assessment under Item 33 or otherwise.     1. Without limiting Item 22 or the legal effect of the preferred Panel Contractor's obligations under any negotiation protocol required under paragraph (ii), the appointment of a Panel Contractor as a preferred tenderer under paragraph (d) is not to be taken as a representation that the Commonwealth will award the Contract in Part 4 to the preferred Panel Contractor and does not bind the Commonwealth to do so.     2. Negotiations or other dealings with preferred tenderers under paragraph (d):        1. may be conducted on any basis which the Commonwealth (in its absolute discretion) considers will enable the Commonwealth to improve the value for money which it would obtain from acceptance of any preferred Panel Contractor's Tender;        2. without limiting subparagraph (i), may involve the amendment of any aspect of the Tender Documents (including the Contract in Part 4) or a preferred Panel Contractor's Tender, regardless of how substantial the amendment or the fact that the amendment is only proposed to a particular Panel Contractor; and        3. do not require the Commonwealth to provide each preferred Panel Contractor (if more than one) with the same information, opportunity to negotiate, or proposed amendment of any aspect of the Tender Documents (including the Contract in Part 4) or the preferred Panel Contractor's Tender.     3. Without limiting clause 5 of the Disclaimer and Confidentiality Agreement, the Commonwealth may (in its absolute discretion) by notice discontinue negotiations or dealings at any time and for any reason with a preferred Panel Contractor. |
|  | **Tender Process Acknowledgements** | The Panel Contractor acknowledges that:   * + 1. to the extent permitted by law and subject to the Panel Agreement:        1. without limiting the legal effect of a Panel Contractor's obligations under any protocol required under Item 19, paragraph (c)(ii) and Item 20, paragraphs (c)(ii) and (d)(ii), the Commonwealth does not intend to create any contract or other relationship under which the Commonwealth is legally obliged to conduct the tender process in any manner or at all and that there is in fact no such contract or other relationship in existence;        2. there will be no procedural or substantive limitation upon the manner in which the Commonwealth may (in its absolute discretion) conduct the tender process;        3. neither the Commonwealth, the Tender Administrator nor anyone on the Commonwealth's behalf warrants, guarantees or makes any representation about:           1. the relevance, completeness, accuracy or adequacy of any Information Document or whether or not any other information exists; or           2. any Tender, the Commonwealth's requirements for the Contractor's Activities, the Works, the Project or the way in which it will evaluate Tenders arising out of or in connection with anything which the Commonwealth states or does or omits to state or do in, arising out of or in connection with any industry briefing, meeting or presentation under Items 10, 19 or 20 (**Meeting Conduct**);        4. the Commonwealth does not owe any duty of care to the Panel Contractor in respect of any Information Document or any Meeting Conduct; and        5. the Panel Contractor will not in any way rely upon any Information Document (or the relevance, completeness, accuracy or adequacy of any Information Document) or any Meeting Conduct for the purposes of preparing, amending or negotiating its Tender or entry into any contract with the Commonwealth;     2. the Commonwealth may vary, suspend or discontinue or terminate the tender process at any time and for any reason;     3. the Commonwealth is proceeding with the tender process strictly on the basis of, and in reliance upon, the acknowledgements set out above; and     4. the Commonwealth may exercise its rights under Items 19 and 20 either itself or through the Tender Administrator acting on its behalf. |
|  | **Acceptance of Tenders** | * + 1. The Commonwealth is not bound or required to accept the lowest or any Tender.     2. A Tender (as amended, if at all, under Item 20) will not be deemed to be accepted unless and until the Contract set out in Part 4 is completed and the Formal Agreement signed by the Panel Contractor and the Commonwealth, and for this purpose the successful Panel Contractor must take all necessary steps to execute the Formal Agreement when required by the Commonwealth.     3. No other document issued or made available and no other representation made or conduct engaged in, by or on behalf of the Commonwealth (other than as set out under paragraph (b)) will be deemed to be acceptance of a Tender or to create any contractual or other legal relationship which is binding on the Commonwealth or otherwise oblige the Commonwealth to enter into a contract with the Panel Contractor. |
|  | **Notification and Debrief** | * + 1. If the Panel Contractor:        1. did not lodge a conforming Tender, the Commonwealth will notify the Panel Contractor in writing and no debrief will be provided unless the Commonwealth considers, in its absolute discretion, that it would be appropriate in the particular circumstances to do so following a written request from the Panel Contractor; or        2. did lodge a conforming Tender, the Commonwealth:           1. may (in its absolute discretion) notify the Panel Contractor if its Tender has been set aside under Item 20, paragraph (v); and           2. will notify the Panel Contractor in writing if its Tender was unsuccessful (regardless of whether or not its Tender was set aside under Item 20, paragraph (v)).     2. Within 14 days of:        1. receipt of a notice from the Commonwealth under paragraph (a)(i) or (a)(ii)B; or        2. the date upon which the Tender is accepted under Item 22,   the Panel Contractor may notify the Tender Administrator by email that a debrief is requested.   * + 1. If a request is made under paragraph (b):        1. the Commonwealth will determine (in its absolute discretion) a suitable time, date and place for the debrief after the Award Date;        2. the Tender Administrator will notify the Panel Contractor of the time, date and place for the debrief; and        3. the Commonwealth will provide the debrief.     2. The purpose of the debrief is to discuss the reasons why the Tender was non-conforming, successful or unsuccessful (as the case may be) and neither the Commonwealth nor the Tender Administrator is obliged to make any comparison with or provide any information about any other Panel Contractor or Tender at the debrief. |
|  | **Costs and Claims** | Without limiting any other provision of these Tender Documents, no payment will be made by the Commonwealth to the Panel Contractor or any other person or entity for any costs, expenses, losses, damages or liabilities incurred or suffered by the Panel Contractor or any other person or entity arising out of or in connection with:   * + 1. preparing a Tender;     2. the tender process (including an industry briefing, if applicable, any Panel Contractor meeting, a debrief or any discussions, negotiations or enquiries or any work undertaken by the Panel Contractor before or after the ATM Close Date and ATM Close Time, including in relation to anything that occurs under Items 10, 19 or 20); or     3. any failure to comply with the Disclaimer and Confidentiality Agreement or the Tender Conditions. |
|  | **Joint Bids** | ***[OPTION 1 - IF JOINT BIDS ARE NOT PERMITTED FOR THIS TENDER PROCESS (NOTING THAT THIS MUST BE CONSISTENT WITH THE APPROVED PDDP OR EVALUATION PLAN):]***  Joint bids are not permitted for this tender process.  ***[OPTION 2 - IF JOINT BIDS ARE PERMITTED FOR THIS TENDER PROCESS (NOTING THAT THIS MUST BE CONSISTENT WITH THE APPROVED PDDP OR EVALUATION PLAN):]***   * + 1. The Commonwealth offers the Panel Contractor the opportunity to lodge its Tender on a Joint Bid Basis.     2. A proposal may only be lodged on a Joint Bid Basis where all joint bid parties:        1. are Panel Contractors that have been appointed to the Panel; and        2. have been invited by the Commonwealth to lodge a proposal in response to these Tender Documents.     3. Where the Tender is lodged on a Joint Bid Basis, the Panel Contractor is requested to:        1. comply with any specific requirement of these Tender Conditions and any Tender Schedule insofar as it relates to a Tender lodged on a Joint Bid Basis;        2. otherwise ensure that it provides any information which it considers relevant to its proposed joint bid arrangements in the context of its response to the Tender Form and each Tender Schedule; and        3. complete and lodge a single Tender Form on behalf of all entities that are lodging the Tender on a Joint Bid Basis and ensure that the Tender Form is duly executed by each such entity.     4. If the Commonwealth considers negotiating or accepting a Tender lodged on a Joint Bid Basis, the Commonwealth reserves the right to require such amendments to the Contract in Part 4 as the Commonwealth considers (in its absolute discretion) are necessary to:        1. ensure the joint and several liability of the parties comprising the Contractor; and        2. otherwise provide it with sufficient protection in the event of default or financial difficulty of any type (including the circumstances described in the definition of "Insolvency Event" under clause 1.1 of the Conditions of Contract in Part 4),   including in relation to the provision of cross guarantees, parent company guarantees, indemnities, collateral warranties, direct collateral covenants with subcontractors or otherwise. |
|  | **Restriction on Use of Personnel in Preparation of Tender** | * + 1. Subject to paragraph (c)(i), the Panel Contractor must ensure that its Tender is not prepared (in whole or in part) by any officer, employee, agent or adviser of the Panel Contractor who was:        1. an employee of the Department of Defence, or involved in any capacity in the planning or performance of the Contractor's Activities, the Works or the Project, at any time during the 12 months immediately preceding the date on which the Tender Documents were issued to the Panel Contractor; or        2. involved in any capacity in the Commonwealth's management of the tender process or preparation of the Tender Documents at any time.     2. If the Panel Contractor wishes to request permission to have a person described under paragraph (a) contribute to or participate in the preparation of the Tender, it must notify the Tender Administrator by email no later than 14 days prior to the ATM Close Date and ATM Close Time, providing details of the person, the person's status under paragraph (a) and the person's proposed contribution to or participation in the preparation of the Tender.     3. If a request is made under paragraph (b), the Tender Administrator will notify the Panel Contractor that the Commonwealth (in its absolute discretion) either:        1. grants permission, whether with or without such conditions as the Commonwealth thinks fit (which may include requiring the relevant person to make a statutory declaration or duly execute a deed); or        2. refuses permission. |
|  | **Conflict of Interest** | * + 1. The Panel Contractor must not place itself, and must ensure that its officers, employees, agents and advisers do not place themselves, in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Commonwealth and the Panel Contractor during this tender process.     2. If during this tender process a conflict of interest arises, or appears likely to arise, the Panel Contractor must immediately notify the Tender Administrator by email, providing details of such conflict of interest and the steps which the Panel Contractor has taken (or will take) to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.     3. If a notice is given under paragraph (b), the Tender Administrator will notify the Panel Contractor of any steps the Commonwealth requires the Panel Contractor to take to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest.     4. Without limiting Item 16, paragraph (d)(d)(iii), the Commonwealth may (in its absolute discretion) decide not to evaluate (or continue to evaluate) a Tender if the Panel Contractor:        1. has not complied with paragraph (a);        2. fails to notify the Tender Administrator under paragraph (b); or        3. fails to take the steps notified by the Tender Administrator under paragraph (c) to prevent, end, avoid, mitigate, resolve or otherwise manage the conflict of interest. |
|  | **Use of Tenders** | The Panel Contractor acknowledges that:   * + 1. its Tender and any other documents arising out of or in connection with this tender process become the property of the Commonwealth; and     2. subject to the Commonwealth Procurement Rules, the Commonwealth may (in its absolute discretion) use, retain and copy the information contained in its Tender and any other documents arising out of or in connection with this tender process for any purpose arising out of or in connection with:        1. the evaluation and selection of applicants and tenderers;        2. the development and preparation of tender documents and any subsequent tender process conducted by the Commonwealth in respect of the Contractor's Activities, the Works or the Project;        3. verifying the accuracy, consistency and adequacy of information provided under any other invitation to register interest process, tender process or similar procurement process conducted by the Commonwealth; or        4. the development and preparation of invitation to register interest documents, tender documents or similar documents and any subsequent invitation to register interest process, tender process or similar procurement process conducted by the Commonwealth. |
|  | **Improper or Unlawful Conduct - No Understanding or Arrangement** | Except as permitted in accordance with Item 25, the Panel Contractor must not, in preparing its Tender, communicate (verbally or otherwise) or make any arrangement or arrive at any understanding with any of the other Panel Contractor or with any employee of an association of which it or any other Panel Contractors are a member concerning the Tender Documents or any aspect of the Contractor's Activities or the Works and, without limitation, must not engage in any:   * + 1. discussion or correspondence with such entities concerning the prices included in its Tender;     2. collusive tendering with any of the other Panel Contractors; or     3. other conduct or make any other arrangement or arrive at any other understanding with any of the other Panel Contractors,   which in any way will reduce, or could have the effect of reducing, the competitiveness of the tender process for the Contractor's Activities and the Works. |
|  | **Improper or Unlawful Conduct - Consequences of Improper or Unlawful Conduct** | Without limiting Item 16, paragraph (d)(iii), the Commonwealth may (in its absolute discretion) decide not to evaluate (or continue to evaluate) a Tender if the Tender has been prepared:   * + 1. in breach of or otherwise inconsistently with any Statutory Requirement regarding the offering of unlawful inducements in connection with the preparation of a tender or during a tender process;     2. with the utilisation of information unlawfully obtained from the Commonwealth; or     3. in breach of Item 29. |
|  | **Commercial-in-Confidence Information** | * + 1. Subject to paragraph (b), the Commonwealth must keep confidential any information provided to the Commonwealth by a Panel Contractor after the Award Date when:        1. a request to keep specific information confidential and the justification for keeping such information confidential is included in a Tender by a Panel Contractor in Tender Schedule G - Miscellaneous Matters For Evaluation;        2. the Commonwealth agrees (in its absolute discretion) that such information is commercial-in-confidence information; and        3. the Tender Administrator notifies the Panel Contractor that the Commonwealth (in its absolute discretion) agrees, including the terms of any agreement under subparagraph (ii),   (**Commercial-in-Confidence Information**).   * + 1. The Commonwealth's obligation under paragraph (a) does not apply if the Commercial-in-Confidence Information is:        1. disclosed by the Commonwealth to its legal or other advisers, or to its officers, employees, contractors or agents by virtue of or in connection with evaluation of the Tender or the administration of the Panel Agreement;        2. disclosed by the Commonwealth to any responsible Minister or any Ministerial adviser or assistant;        3. disclosed by the Commonwealth to any House or Committee of the Parliament of the Commonwealth of Australia;        4. disclosed to any Commonwealth department, agency or authority by virtue of or in connection with its functions, or statutory or portfolio responsibilities;        5. authorised or required by law to be disclosed; or        6. in the public domain otherwise than due to a breach of paragraph (a). |
|  | **Financial Viability - Solvency Statement and Financial Information** | Without limiting Items 16, 19 and 20, at any time before the Award Date, the Tender Administrator may (in its absolute discretion) notify the Panel Contractor that the Commonwealth requires the Panel Contractor to provide to the Tender Administrator (or the Independent Financial Adviser engaged by the Commonwealth and notified to the Panel Contractor under Item 33, if specified in the request) by email by the time and date specified in the notice, any of the following information or documents:   * + 1. a duly executed solvency statement in the form attached to the Tender Administrator's notice;     2. financial reports, accounts and records as specified (including any which have been subject to third party audit) for up to three prior financial years;     3. if the Panel Contractor is a foreign individual, firm, corporation or otherwise, details of all assets and liabilities in Australia;     4. if the Panel Contractor is a company and forms part of a corporate group, details of the structure of the corporate group and any financial guarantee or assurance arrangements or inter-company loans between members of that corporate group;     5. details of any pending, threatened or actual litigation, arbitration or other forms of dispute resolution involving the Panel Contractor;     6. details of all securities provided by the Panel Contractor (including details of the type of security, the issuer of the security, details as to whom the security has been provided, the assets secured and the amounts secured), any contingent liabilities and all finance facilities that the Panel Contractor has in place;     7. full contact details for its Financial Representative for the purpose of providing further financial information and documents and answering questions; and     8. any additional financial information or documents specified in the notice,   for the purpose of assessing whether or not the Panel Contractor has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor.  The Panel Contractor acknowledges that:   * + 1. if the Panel Contractor lodged its Tender on a Joint Bid Basis, it must provide the information or documents in Item 32 for each joint bid party (as applicable);     2. the Tender Administrator may (in its absolute discretion) make a request under Item 32 or 33 to one or more Panel Contractors without making such a request to all Panel Contractors. |
|  | **Financial Viability -** **Independent Financial Adviser** | The Panel Contractor acknowledges that:   * + 1. the Commonwealth may (in its absolute discretion) engage an Independent Financial Adviser:        1. to assess whether or not the Panel Contractor has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor (including an assessment of the information or documents provided by the Panel Contractor under Item 32 or otherwise); and        2. in respect of one or more Panel Contractors without engaging the Independent Financial Adviser in respect of all Panel Contractors;     2. the Independent Financial Adviser may (in its absolute discretion) contact the Financial Representative nominated by the Panel Contractor (whether in response to a request under Item 32 or otherwise) directly for the purpose of the Financial Viability Assessment; and     3. it will ensure that its Financial Representative co-operates with and does everything necessary to assist the Commonwealth, the Tender Administrator and the Independent Financial Adviser in the Financial Viability Assessment process.   If the Commonwealth engages an Independent Financial Adviser, the Tender Administrator will notify the Panel Contractor of the identity of the Independent Financial Adviser. |
|  | **Strategic Notice Events** | * + 1. The Panel Contractor warrants that, at the time of lodging its Tender, it is not aware of any Strategic Notice Event.     2. The Panel Contractor acknowledges and agrees that:        1. it will comply with its obligations under the Disclaimer and Confidentiality Agreement in respect of the notification and management of any Strategic Notice Event; and        2. the Commonwealth, either itself or acting through the Tender Administrator, has rights and discretions in respect of any Strategic Notice Event and may exercise those rights in accordance with the relevant terms of the Disclaimer and Confidentiality Agreement.     3. The Panel Contractor must bear, and releases the Commonwealth in respect of, all costs, expenses, losses, damages or liabilities suffered or incurred by the Panel Contractor or any other person or entity arising out of or in connection with the Strategic Notice Event or the exercise of any of the Tender Administrator's or the Commonwealth's absolute discretions under Item 34 or a corresponding clause in respect of any other Panel Contractor. |
|  | **Local Industry Capability** | * + 1. Local industry participation is an expected outcome of Commonwealth expenditure. This expectancy builds on the Commonwealth Procurement Rules, which require procurement practices that do not unfairly discriminate against Small and Medium Enterprises (**SMEs**) and provide appropriate opportunities for SMEs to compete for Commonwealth funded work. Panel Contractors are also referred to the Defence Policy for Industry Participation (available at https://www.defence.gov.au/business-industry/programs/defence-policy-industry-participation).     2. A core requirement of Commonwealth procurement is for the Commonwealth to consider, in the context of determining value for money:        1. the benefits of doing business with competitive SMEs when specifying requirements and evaluating value for money;        2. barriers to entry that may prevent SMEs for competing (for example, costly preparation of tenders);        3. the capabilities of SMEs and their commitment to local or regional markets; and        4. the potential benefits of having a larger, more competitive supplier base.     3. To ensure compliance with the relevant requirements in the Defence Policy for Industry Participation, the Panel Contractor is required to develop a Local Industry Capability Plan. The Local Industry Capability Plan will outline the Panel Contractor’s proposed approach to engaging industry and SMEs at the local and national level in the delivery of the Project. |
|  | **Local Industry Capability Plan** | * + 1. As part of its Tender, the Panel Contractor is requested to prepare, complete and lodge a draft Local Industry Capability Plan containing the details requested in section 2 of Tender Schedule D - Industry Inclusion and Skills.     2. The Panel Contractor should also note the evaluation criterion under Item 16, paragraph (a)(iv)B.     3. The successful Panel Contractor will be required to prepare a Local Industry Capability Plan and submit it to the Contract Administrator after the Award Date. The Local Industry Capability Plan must be:        1. based on the draft Local Industry Capability Plan provided by the successful Panel Contractor in its response to section 2 of Tender Schedule D - Industry Inclusion and Skills; and        2. finalised in accordance with clause 9.2 of the Conditions of Contract in Part 4.     4. The Local Industry Capability Plan will be used by the Commonwealth in considering the economic benefits to the Australian economy to be derived from the project during the term of the Contract.     5. During the term of the Contract:        1. the Contractor will use the Local Industry Capability Plan to:           1. demonstrate how local Australian industry (including Australian veterans) is, or will be, engaged and provided opportunity to contribute to the delivery of Defence capability requirements;           2. provide evidence of the local and broader Australian industry commitment, in dollar value, benefits and work package terms;           3. deliver data on the economic benefits for Australian industry locally and nationally; and           4. indicate how these obligations will be monitored and managed during the term of the Contract; and        2. the Commonwealth will use the Local Industry Capability Plan to:           1. determine the extent of the economic benefit to the Australian economy;           2. validate engagement and commitment to opportunities for local industry (including Australian veteran) participation in the procurement or the supply chain; and           3. identify further opportunities to support and develop Australian industry. |
|  | **Indigenous Procurement Policy** | * + 1. The Panel Contractor's attention is drawn to the Indigenous Procurement Policy (including the mandatory minimum requirements for the Indigenous Procurement Policy) available on the Indigenous Procurement Website. The purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development and provide Indigenous Australians with more opportunities to participate in the economy. More information on Indigenous Enterprises is available at www.supplynation.org.au and in the Indigenous Procurement Policy.     2. As part of its Tender, the Panel Contractor must complete and lodge section 1 of Tender Schedule D - Industry Inclusion and Skills.     3. The Panel Contractor should note that this is a **minimum form and content requirement** for its Tender under Item 11, paragraph (ii) of the Tender Conditions. |
|  | **Indigenous Procurement Policy - Remote Area** | Item ***38 [DOES/DOES NOT]*** apply.  ***["REMOTE AREA" HAS THE MEANING IN THE INDIGENOUS PROCUREMENT POLICY AND UNDER ITEM 8. TENDER ADMINISTRATOR TO REVIEW AND CONSIDER REMOTE AREA MAP TO DETERMINE WHETHER THIS IS APPLICABLE TO THE PROJECT (SEE*** [***https://www.niaa.gov.au/resource-centre/indigenous-affairs/ripp-map-data***](https://www.niaa.gov.au/resource-centre/indigenous-affairs/ripp-map-data)***)]***   * + 1. If the Contractor's Activities or the Works will be delivered in a Remote Area, this creates an opportunity to deliver significant Indigenous employment or Indigenous supplier use outcomes in that Remote Area.     2. The Panel Contractor should describe in its Indigenous Participation Plan how it will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area. More information on Remote Areas is available in section 4.5 of the Indigenous Procurement Policy, including examples of options available to ensure the Contractor's Activities and the Works will deliver significant Indigenous employment or Indigenous supplier use outcomes in the Remote Area.     3. The Panel Contractor should also note the evaluation criterion under Item 16, paragraph (a)(iv)A. |
|  | **Environmentally Sustainable Procurement Policy** | * + 1. The Panel Contractor's attention is drawn to the Environmentally Sustainable Procurement Policy, which applies to this tender process. The Environmentally Sustainable Procurement Policy aims to improve environmental sustainability across three focus areas – climate, the environment and circularity. More information on the Environmentally Sustainable Procurement Policy is available at www.dcceew.gov.au/sustainable-procurement.     2. As part of its Tender, the Panel Contractor must complete and lodge item C of Tender Schedule H - Environmentally Sustainable Procurement. The Panel Contractor should note that this is a **minimum form and content requirement** for its Tender under Item 11, paragraph (iii).     3. The successful Panel Contractor's Supplier Environmental Sustainability Plan will be attached to any Contract for the Contractor's Activities and the Works, and the successful Panel Contractor will be required to comply with and report against its Supplier Environmental Sustainability Plan during the term of the Contract.     4. The Supplier Environmental Sustainability Plan requires that certain information about the procurement and the delivery of any Contract be reported to the Commonwealth to enable the Commonwealth to evaluate the environmental sustainability progress and outcomes of the procurement and assess and report on environmental sustainability.     5. Notwithstanding Item 8, for the purposes of the Tender Conditions and the other Tender Documents, **Supplier Environmental Sustainability Plan** means the template Supplier Environmental Sustainability Plan set out in Tender Schedule H - Environmentally Sustainable Procurement. |
|  | **Australian Skills Guarantee - Flagship Construction Project** | * + 1. The Panel Contractor's attention is drawn to the Australian Skills Guarantee Procurement Connected Policy. The Australian Skills Guarantee Procurement Connected Policy aims to address gender segregation and acute skills shortages by introducing the Skills Guarantee Targets.     2. The Project is a "Flagship Construction Project" for the purposes of the Australian Skills Guarantee Procurement Connected Policy.     3. As part of its Tender, the Panel Contractor is requested to complete and lodge section 3 of Tender Schedule D - Industry Inclusion and Skills. |
|  | **Special Conditions of Tender** | None stated.  ["None stated" IS THE DEFAULT POSITION. IF THE COMMONWEALTH OR THE TENDER ADMINISTRATOR WISH TO INSERT SPECIAL CONDITIONS OF TENDER, PRIOR APPROVAL MUST BE OBTAINED FROM THE DELEGATE. NOTE THAT SPECIAL CONDITIONS OF TENDER ARE NOT THE SAME AS SPECIAL CONDITIONS OF CONTRACT WHICH MAY BE INCLUDED IN THE CONTRACT IN PART 4] |

1. ‑ Tender Form

TENDER FORM

TENDER FORM

To: Commonwealth of Australia (Commonwealth)

By: [INSERT NAME OF PANEL CONTRACTOR INCLUDING ABN]

1. THE OFFER
   * 1. We tender to perform the Contractor's Activities and the Works in accordance with the Tender Documents and the enclosed Tender Schedules.
     2. We confirm that our tender has been lodged in accordance with the Tender Conditions, including the following in Item 11 of the Tender Conditions:
        1. the lodgement requirements;
        2. the minimum form and content requirements; and
        3. the conditions for participation requirements (if any).
     3. In consideration of the Commonwealth promising to pay us the sum of One Dollar ($1.00) we unconditionally accept and agree to be bound by the Tender Conditions and this Tender Form, including:
        1. in respect of the consequences of a non-conforming tender as set out in the Tender Conditions, including in Item 13 of the Tender Conditions;
        2. after the ATM Close Date and ATM Close Time, to comply with all obligations and participate in all processes set out in Item 20 of the Tender Conditions;
        3. to be bound by this Tender for the duration of the Tender Validity Period and agree that this Tender may be accepted by the Commonwealth at any time before the expiration of that period; and
        4. providing the acknowledgements, agreements, releases, indemnities, warranties and other assurances as set out in the Tender Conditions and this Tender Form.
     4. We:
        1. prepared our Tender, and will enter into any contract with the Commonwealth, based on our own investigations, interpretations, deductions, information and determinations;
        2. calculated our tendered Contract Price to cover, in addition to all other obligations under the Contract, the assumption of the risks described under Item 17 of the Tender Conditions;
        3. obtained independent legal advice as to the effect of the provisions of these Tender Conditions and the Contract in Part 4 as to the assumption by the successful Panel Contractor of the risks described under Item 17 of the Tender Conditions;
        4. examined all information relevant to the risks, contingencies and other circumstances having an effect on our Tender including (without limitation) the Information Documents, the material contained in the Tender Documents, any relevant technical advice made available by the Commonwealth and the terms and conditions of all Statutory Requirements;
        5. examined the Site and its surroundings, conditions and characteristics and made an appropriate allowance in our Tender for any effect on our Tender;
        6. satisfied ourselves as to the correctness and sufficiency of our Tender for the Contractor's Activities and the Works and that our tendered Contract Price covers the cost of complying with all the Contractor's obligations under the Contract in Part 4;
        7. examined all Statutory Requirements relevant to any part of the Contractor's Activities and the Works which may restrict or inhibit the execution of any part of the Contractor's Activities or the Works and satisfied ourselves of our capacity to perform the Contractor's Activities and otherwise meet our obligations under the Contract in Part 4 without breaching any such Statutory Requirement; and
        8. are aware that the Commonwealth will be relying upon each of the promises, representations and warranties given by us in this Tender if we are selected as the successful Panel Contractor and warrant that such promises, representations and warranties are true and accurate in all material respects.
     5. We acknowledge and agree that:
        1. the entire tender process (including the process for meeting with any Panel Contractors under Items 10, 19 or 20 of the Tender Conditions, obtaining, evaluating and (if applicable) negotiating Tenders) (**Process**) is being conducted solely for the benefit of the Commonwealth;
        2. notwithstanding subparagraph (i), we are submitting to the Process because we consider that this represents a valuable commercial opportunity for us;
        3. we release the Commonwealth in respect of any claim that we may have for costs, expenses, losses, damages or liabilities suffered or incurred by us arising out of or in connection with the Process, the rejection of, failure to evaluate or failure to accept our Tender, any failure to comply with the Tender Documents, any Meeting Conduct, any debrief, any variation or suspension of the Process or any discontinuance or termination of the Process;
        4. the Commonwealth is proceeding with the Process strictly on the basis of, and in reliance upon, the acknowledgements and releases set out above; and
        5. we indemnify the Commonwealth in respect of all costs, expenses, losses, damages and liabilities suffered or incurred by the Commonwealth arising out of or in connection with any breach of any acknowledgement or release given by us under this paragraph (e).
     6. We warrant that:
        1. neither the Panel Contractor nor any of its servants or agents had knowledge of the tender price of any other tenderer prior to the tenderer lodging its tender for the Contractor's Activities;
        2. neither the Panel Contractor nor any of its servants or agents disclosed the tender price lodged by the Panel Contractor to any other tenderer who lodged a tender for the Contractor's Activities or to any other person or organisation prior to the ATM Close Date and ATM Close Time;
        3. neither the Panel Contractor nor any of its servants or agents provided information to any tenderer, person or organisation, to assist another tenderer for the Contractor's Activities to prepare a tender known in the building and construction industry as a "cover bid", whereby the Panel Contractor was of the opinion or belief that another tenderer did not intend to genuinely compete for the contract;
        4. the Panel Contractor is genuinely competing for the contract for the Contractor's Activities and its Tender is not a "cover bid";
        5. prior to the Panel Contractor lodging its Tender for the Contractor's Activities, neither the Panel Contractor nor any of its servants or agents entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Commonwealth, that the successful Panel Contractor would pay any money to, or would provide any other benefit or other financial advantage to, any organisation of building or construction contractors in respect of the Tender; and
        6. prior to the Panel Contractor lodging its Tender for the Contractor's Activities, neither the Panel Contractor nor any of its servants or agents entered into any contract, agreement, arrangement or understanding that the successful Panel Contractor for the Contractor's Activities would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other tenderer who unsuccessfully tendered.
     7. We acknowledge that each party submitting this Tender is bound jointly and severally by this Tender.
2. ADDENDA

We have allowed in our Tender for the requirements contained in all addenda under Item 9, paragraph (d) of the Tender Conditions and identify each addendum by its number and date as follows:

Number [**INSERT**] Dated [**INSERT**]

Number [**INSERT**] Dated [**INSERT**]

1. DETAILS OF PANEL CONTRACTOR

Full Name

|  |
| --- |
|  |

ABN/ACN (if applicable)

|  |
| --- |
|  |

Street address (not PO Box)

|  |
| --- |
|  |

Email address

|  |
| --- |
|  |

Street address (not PO Box) for the serving of notices upon the Contractor (if different to the address listed above)

|  |
| --- |
|  |

Email address for the serving of notices upon the Contractor (if different to the address listed above)

|  |
| --- |
|  |

Person for attention for the serving of notices upon the Contractor

|  |
| --- |
|  |

Builders' registration or licence number (if applicable)

|  |
| --- |
|  |

Name of contact person

|  |
| --- |
|  |

|  |  |  |
| --- | --- | --- |
| Contact person ‑ telephone (office) |  | Contact person ‑ telephone (mobile) |
|  |  |  |

Name of the Executive Negotiator (the Panel Contractor is requested to note that its proposed Executive Negotiator should not be the same person as the Contractor's Representative nominated in Tender Schedule B ‑ Proposed Resources)

|  |
| --- |
|  |

The Panel Contractor is requested to provide:

* + 1. the full name and address of the tendering entity;
    2. full details of the tendering entity's corporate structure, including trading or business names, related bodies corporate, details of its registration and place of business and details of relevant trust or fiduciary arrangements; and
    3. details of:
       1. the basis on which the Panel Contractor gives the warranty under Item 34, paragraph (a) of the Tender Conditions; and
       2. to the extent applicable, the steps which the Panel Contractor has taken to prevent, end, avoid, mitigate, resolve or otherwise manage the risk of any Strategic Notice Event on the interests of the Commonwealth (if applicable).

|  |
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|  |

1. FINANCIAL VIABILITY

The Panel Contractor declares that, subject to any disclosures made below:

* + 1. it has the necessary financial viability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor;
    2. it is not subject to any current or impending legal action (either formal legal proceedings or other dispute resolution process such as arbitration or expert determination) or notification of such legal action, which could impact on the financial viability of the Panel Contractor or its ability to perform the Contractor's Activities and otherwise meet its obligations under the Contract in Part 4 if it is the successful Panel Contractor; and
    3. it is compliant with any Statutory Requirement which requires it to satisfy any prescribed minimum financial requirements, including for the purpose of holding any relevant licence necessary to perform the Contractor's Activities.

|  |
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|  |

1. PAYMENT TIMES PROCUREMENT CONNECTED POLICY

The Project Contractor is referred to the definition of "Reporting Entity" in the *Payment Times Reporting Act 2020* (Cth).

The Project Contractor is requested to identify, by ticking the relevant box below, whether or not it is a Reporting Entity for the purposes of the Payment Times Procurement Connected Policy (being the procurement connected policy available at https://treasury.gov.au/publication/p2021-183909).

**❑** The Project Contractor is a Reporting Entity; or

**❑** The Project Contractor is not a Reporting Entity.

1. COMMONWEALTH SUPPLIER CODE OF CONDUCT

The Panel Contractor is referred to the Commonwealth Supplier Code of Conduct available at https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct and clause 18.17 of the Conditions of Contract in Part 4.

The Panel Contractor agrees that it will at all times act consistently with the Commonwealth Supplier Code of Conduct and will otherwise ensure that its officers' and employees' dealings with Commonwealth personnel are at all times conducted in a professional, respectful and courteous manner and without harassment.

1. TENDER SCHEDULE DECLARATIONS

In executing the Tender Form, the Panel Contractor makes the declarations set out in:

* + 1. item A of section 1 and item A of section 3 of Tender Schedule D - Industry Inclusion and Skills; and
    2. item B of Tender Schedule H - Environmentally Sustainable Procurement.

1. DEED OF GUARANTEE AND UNDERTAKING

***[NOTE TO COMMONWEALTH/TENDER ADMINISTRATOR: RESPONSES TO THIS ITEM WILL NEED TO BE VALIDATED WITH THE COMMONWEALTH'S PANEL MANAGEMENT TEAM]***

In accordance with clause 2.10 of the Panel Conditions, if the Panel Particulars include the name of a Related Body Corporate of the Panel Contractor, the provision of a duly executed and binding deed of guarantee and undertaking in the form published on the Defence Website for the Defence Head Contract will be a condition of the Commonwealth entering into any Contract with the Panel Contractor if it is the successful tenderer.

The Project Contractor is requested to confirm, by ticking the relevant box below, whether or not the Panel Particulars include the name of a Related Body Corporate of the Panel Contractor for the purposes of clause 2.10 of the Panel Conditions:

**❑** Yes, the Panel Conditions include the name of a Related Body Corporate; or

**❑** No, the Panel Conditions do not include the name of a Related Body Corporate.

If Yes, please confirm the name of the Related Body Corporate:

[**INSERT**].

1. EXECUTION OF THE TENDER FORM

In accordance with Item 14, paragraph (a)(ii) of the Tender Conditions, the Panel Contractor is requested to provide evidence of the full authority of the person or persons executing the Tender Form.

|  |
| --- |
|  |

**DATED this day of 20**

**[COMPLETE ONE OF THE FOLLOWING SIGNING BLOCKS, OR INSERT AS APPROPRIATE, THEN DELETE ANY SIGNING BLOCK NOT USED]**

[S 127 OF CORPORATIONS ACT

**THE FOLLOWING IS PROVIDED AS GUIDANCE ONLY:**

IF YOU ARE EXECUTING UNDER S 127 OF THE CORPORATIONS ACT, THEN THIS DOCUMENT MUST BE EXECUTED BY (A) 2 DIRECTORS OF THE COMPANY; OR (B) A DIRECTOR AND THE COMPANY SECRETARY; OR (C) IF THE COMPANY HAS A SOLE DIRECTOR WHO IS ALSO THE SOLE SECRETARY, THAT DIRECTOR]

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** by **[INSERT NAME]** in accordance with section 127 of the *Corporations Act 2001* (Cth): |  |  |  |
|  |  |  |  |
| Signature of director |  |  | Signature of company secretary/director ***[delete position as appropriate]*** |
|  |  |  |  |
| Full name of director who states that they are a director of **[INSERT NAME]** |  |  | Full name of company secretary/director ***[delete position as appropriate]*** who states that they are a company secretary/director ***[delete position as appropriate]*** of **[INSERT NAME]** |

[OR ‑ AUTHORISED SIGNATORY OF COMPANY

**THE FOLLOWING IS PROVIDED AS GUIDANCE ONLY:**

**IF YOU ARE EXECUTING BY AUTHORISED SIGNATORY OF THE COMPANY, THEN THIS DOCUMENT MUST BE EXECUTED BY THE AUTHORISED SIGNATORY AND SIGNED BY A WITNESS, AND THE DOCUMENT THAT AUTHORISES THE SIGNATORY TO EXECUTE THIS DOCUMENT MUST BE PROVIDED TO THE COMMONWEALTH]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of **[INSERT NAME]** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of witness |  |  | Signature of authorised signatory |
|  |  |  |  |
| Full name of witness |  |  | Full name of authorised signatory |

[THESE ARE EXAMPLE EXECUTION CLAUSES ONLY. IF SUBMITTING ON A JOINT BID BASIS, A SINGLE TENDER FORM SHOULD BE PROVIDED ON BEHALF OF ALL ENTITIES, SEPARATELY EXECUTED BY EACH ENTITY]

**[THE PANEL CONTRACTOR IS REQUESTED TO ENSURE THAT THE TENDER FORM IS COMPLETE, ACCURATE, DULY EXECUTED AND VALID]**

1. ‑ Tender Schedules
2. Draft Project Plans

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(i) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to prepare and provide the following **draft** Project Plans.

The Panel Contractor is requested to ensure that:

* + 1. its draft Project Plans are focused on the Contractor's Activities and the Works described in the Contract in Part 4; and
    2. the information provided in this Tender Schedule A ‑ Draft Project Plans is consistent with information given in other parts of its Tender (as applicable).

**Draft Project Plans**

The Panel Contractor is requested to prepare and provide the following **draft** Project Plans:

* + 1. Site Management Plan;
    2. Work Health and Safety Plan; and
    3. ***[INSERT ANY ADDITIONAL PROJECT PLANS, NOTING THAT THE DEFAULT POSITION IS TO NOT REQUIRE ANY ADDITIONAL PROJECT PLANS AT THE TENDER STAGE.*** TENDER ADMINISTRATOR TO ENSURE THERE IS A GOOD REASON AND JUSTIFICATION FOR REQUIRING PANEL CONTRACTORS TO PREPARE AND PROVIDE ADDITIONAL PROJECT PLANS AS PART OF THEIR TENDERS. IF IT IS DETERMINED THAT ADDITIONAL PROJECT PLANS ARE REQUIRED, INSERT DESCRIPTION OF EACH ADDITIONAL PROJECT PLAN NOTING THIS SHOULD ALIGN WITH THE TITLE/DESCRIPTION IN THE CONTRACT IN PART 4],

to demonstrate that the Panel Contractor comprehends key issues and will implement appropriate solutions and management strategies in performing the Contractor's Activities and otherwise meeting its obligations under the Contract in Part 4 if it is the successful Panel Contractor.

In preparing the draft Project Plans referenced above, the Panel Contractor's attention is drawn to the definitions of "Project Plans", "Site Management Plan" and "Work Health and Safety Plan" under clauses 1.1 and 9.2 of the Conditions of Contract in Part 4.

1. Proposed Resources

PROPOSED RESOURCES (INCLUDING CONTRACTOR'S REPRESENTATIVE, QUALITY MANAGER AND KEY PEOPLE)

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(ii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide details of its proposed key people for the Contractor's Activities and the Works, including the key people for the roles described in the table below. Such information should include, in respect of each key person:

* + 1. their role/position (if applicable, with reference to item 1 of Appendix 2 of the Panel Agreement);
    2. their current and proposed future location (including identifying whether the key person is located within the general geographical location/s of the Works and, where not, details of how the key person will perform the relevant part of the Contractor's Activities and the Works in the location/s of the Works);
    3. details of how the key person is proposed to perform the relevant part of the Contractor's Activities and the Works, including their proposed scope of duties;
    4. their current and potential future workload, capacity and availability and involvement in other current and potential future projects, and how the key person is proposed to perform the relevant part of the Contractor's Activities and the Works in light of the key person's commitments to those other projects;
    5. details of the key person's experience relevant to their proposed scope of duties (with such experience to be linked to the details included in the curriculum vitae provided under paragraph (h) below); and
    6. their relevant qualifications / licences / accreditations / certifications / memberships of professional bodies / associations (or similar) (with such qualifications (etc) to be linked to the details included in the curriculum vitae provided under paragraph (h) below).

Such details should be provided in the table format as set out below.

| **ROLE / POSITION** | **NAME** | **LOCATION (CURRENT AND PROPOSED) AND HOW MANAGED** | **DETAILS OF PROPOSED INVOLVEMENT AND PROPOSED SCOPE OF DUTIES** | **CURRENT AND POTENTIAL FUTURE WORKLOAD, CAPACITY, AVAILABILITY AND HOW MANAGED** | **RELEVANT EXPERIENCE RELEVANT TO SCOPE OF DUTIES** | **RELEVANT QUALIFICATIONS ETC** |
| --- | --- | --- | --- | --- | --- | --- |
| **CONTRACTOR'S REPRESENTATIVE** |  |  |  |  |  |  |
| **QUALITY MANAGER** |  |  |  |  |  |  |
| **DESIGN MANAGER** |  |  |  |  |  |  |
| **LOCAL INDUSTRY CAPABILITY MANAGER** |  |  |  |  |  |  |
| **SENIOR CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR** |  |  |  |  |  |  |
| **CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR** |  |  |  |  |  |  |
| **COMMISSIONING AND HANDOVER MANAGER** |  |  |  |  |  |  |
| **COST PLANNER** |  |  |  |  |  |  |
| **PLANNER/ PROGRAMMER** |  |  |  |  |  |  |
| **WHS MANAGER** |  |  |  |  |  |  |
| ***[OTHER ROLES]*** |  |  |  |  |  |  |
| **[PANEL CONTRACTOR TO PROPOSE ADDITIONAL KEY PEOPLE]** |  |  |  |  |  |  |

The Panel Contractor is permitted to provide the information requested in this Tender Schedule B ‑ Proposed Resources in A3 or landscape format.

The Panel Contractor is also requested to provide:

* + 1. a proposed organisational chart; and
    2. curriculum vitae for each of the Contractor's Representative, the Quality Manager, the Local Industry Capability Manager and each key person for the roles specified in the table above, which should provide details of all relevant projects in the last 5 years and the name and telephone number of a client referee. The Panel Contractor is requested not to exceed 3 pages for each curriculum vitae.

The information provided by a Panel Contractor in this Tender Schedule B ‑ Proposed Resources is for evaluation purposes only and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 4.

1. Program and Minimum Resource Schedule
2. PROGRAM

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(iii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide:

* + 1. a detailed program showing its order of work, periods for carrying out all ***[IF DESIGN AND CONSTRUCT DELIVERY METHOD OR DOCUMENT AND CONSTRUCT DELIVERY METHOD ONLY, INSERT: design, documentation and]*** construction activities, including off‑site activities and key dates; and
    2. a supporting narrative (which will not form part of the program itself) in respect of the Panel Contractor's approach to execution of the Contractor's Activities and the Works. The supporting narrative should be no more than **10 pages *[ALTERNATIVELY, AMEND THIS PAGE LIMIT TO REFLECT THE COMPLEXITY OF THE PROJECT (INCLUDING IF THERE ARE A NUMBER OF STAGES)]***. The Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of the page limit specified.

The program should:

* + 1. be based on:
       1. an assumed Award Date of ***[INSERT]***; and
       2. achieving Completion of the Works or each Stageby the relevant Date for Completion ***[IF THE PANEL CONTRACTOR IS TO PROPOSE THE DATE/S FOR COMPLETION, INSERT: as proposed in the Panel Contractor***'***s response to item 2 to this Tender Schedule C ‑ Program and Minimum Resource Schedule OR, IF THE DATE/S FOR COMPLETION ARE NOT TO BE PROPOSED BY THE PANEL CONTRACTOR, INSERT: as specified in the Contract Particulars]***;
    2. ***[IF DESIGN AND CONSTRUCT DELIVERY METHOD OR DOCUMENT AND CONSTRUCT DELIVERY METHOD ONLY, INSERT: show all individual design activities, including co-ordination and design development meetings (both internal and with the Commonwealth), design submissions and design review periods;]***
    3. allow for all necessary meetings (internal and external), reviews, consents and approvals;
    4. link the workload and involvement of the resources listed in the minimum resource schedule provided in item 3 below against the activities described in the program;
    5. be in a format compatible with ***[PRIMAVERA SURETRAK/MICROSOFT PROJECT]*** or equivalent requested by the Panel Contractor and approved by the Tender Administrator, which otherwise shows all worksheets and calculations; and
    6. otherwise satisfy the requirements for the program described in the Contract in Part 4.

The Panel Contractor should note that:

* + 1. the program referred to in paragraph (a) above will not form part of the Contract but will, subject to any negotiation of that program prior to the Award Date, form the basis of the initial program provided by the successful Panel Contractor under clause 10.2 of the Conditions of Contract in Part 4;
    2. the supporting narrative referred to in paragraph (b) above is for evaluation purposes only and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 4; and
    3. the assumed Award Date provided in paragraph (c)(i) above is for the purposes of assisting the Panel Contractor to prepare a proposed program for the Works and the Contractor's Activities. This is not to be taken as a representation that the Commonwealth will enter into a contract on this date or any other date with the Panel Contractor. The Panel Contractor is also referred to Item 22 of the Tender Conditions.

1. DATE/S FOR COMPLETION *[IF THE PANEL CONTRACTOR IS TO TENDER THE DATE/S FOR COMPLETION. IF NOT, DELETE THIS ITEM AND INSERT “NOT USED”]*

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(iii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide ***[a]*** proposedDate***[s]*** for Completion (as defined in clause 1.1 of the Conditions of Contract in Part 4) which must be no later than the "latest date for Completion" in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **IF THERE ARE NO STAGES, FOR THE WORKS *[DELETE ROW IF NOT APPLICABLE]*** | **DATE FOR COMPLETION** | | **LATEST DATE FOR COMPLETION** |
|  | | ***[INSERT LATEST DATE FOR COMPLETION]*** |
| **IF THERE ARE STAGES, FOR EACH STAGE *[DELETE ROW IF NOT APPLICABLE]*** | **STAGE** | **DATE FOR COMPLETION** | **LATEST DATE FOR COMPLETION** |
| ***[INSERT DESCRIPTION OF STAGE]*** |  | ***[INSERT LATEST DATE FOR COMPLETION]*** |
| ***[INSERT DESCRIPTION OF STAGE]*** |  | ***[INSERT LATEST DATE FOR COMPLETION]*** |

1. MINIMUM RESOURCE SCHEDULE

The Panel Contractor is requested to provide a minimum resource schedule in the table format as set out below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ROLE | MILESTONES | | | | | |
| *[INSERT DESCRIPTION OF MILESTONE OR PHASE OF ACTIVITIES]* HOURS | *[INSERT DESCRIPTION OF MILESTONE OR PHASE OF ACTIVITIES]* HOURS | *[INSERT DESCRIPTION OF MILESTONE OR PHASE OF ACTIVITIES]* HOURS | *[INSERT DESCRIPTION OF MILESTONE OR PHASE OF ACTIVITIES]* HOURS | *[INSERT DESCRIPTION OF MILESTONE OR PHASE OF ACTIVITIES]* HOURS | [OTHERS PROPOSED BY THE PANEL CONTRACTOR] |
| CONTRACTOR'S REPRESENTATIVE |  |  |  |  |  |  |
| QUALITY MANAGER |  |  |  |  |  |  |
| DESIGN MANAGER |  |  |  |  |  |  |
| LOCAL INDUSTRY CAPABILITY MANAGER |  |  |  |  |  |  |
| SENIOR CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR |  |  |  |  |  |  |
| CONTRACTS MANAGER/ SUBCONTRACTS ADMINISTRATOR |  |  |  |  |  |  |
| COMMISSIONING AND HANDOVER MANAGER |  |  |  |  |  |  |
| COST PLANNER |  |  |  |  |  |  |
| PLANNER/ PROGRAMMER |  |  |  |  |  |  |
| WHS MANAGER |  |  |  |  |  |  |
| *[OTHER ROLES.*  *NOTE – ROLES SPECIFIED IN THIS TABLE SHOULD BE ALIGNED WITH THOSE INCLUDED IN TENDER SCHEDULE B – PROPOSED RESOURCES]* |  |  |  |  |  |  |
| [PANEL CONTRACTOR TO PROPOSE ADDITIONAL KEY PEOPLE] |  |  |  |  |  |  |

The Panel Contractor should note that:

* + 1. the workload and involvement of the resources set out in the minimum resource schedule should be linked with the activities described in the program provided under item 1 above;
    2. the provision of a minimum resource schedule does not limit the scope of the Contractor's Activities and the Works and is included to provide the Commonwealth with an assurance as to the minimum level of resources which the Panel Contractor will make available to perform the Contractor's Activities and the Works. It does not derogate from the Panel Contractor's responsibility to supply additional resources, if required, to ensure performance of the Contractor's Activities and the Works in accordance with the Contract; and
    3. the Panel Contractor is permitted to provide the information requested in this item 3 in A3 or landscape format.

1. Industry Inclusion and Skills

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described in Item 16, paragraph (a)(iv) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to prepare and lodge this Tender Schedule D - Industry Inclusion and Skills, which includes sections 1 (Indigenous Procurement Policy), 2 (Local Industry Capability Plan) and 3 (Australian Skills Guarantee) below.

1. INDIGENOUS PROCUREMENT POLICY

The Panel Contractor's attention is drawn to Item 11, paragraph (ii) and Item 37 of the Tender Conditions.

The Panel Contractor must complete and lodge this section 1 of Tender Schedule D - Industry Inclusion and Skills, which includes:

* + 1. completing the Declaration of Compliance (which includes providing details of its past performance) in the form set out in item A below. Once completed, the Declaration of Compliance will be made by the Panel Contractor when it executes the Tender Form in Part 2;
    2. providing an Indigenous Participation Plan in the form and containing the content set out in item B below;
    3. providing details of its intended engagement with Indigenous subcontractors in item C below; and
    4. providing details of its past performance in item D below.

**The Panel Contractor should note that this is a minimum form and content requirement for its Tender under Item 11, paragraph (ii) of the Tender Conditions.** If the Panel Contractor wishes to lodge its Tender on a Joint Bid Basis, it must complete and lodge the information in this section 1 of Tender Schedule D - Industry Inclusion and Skills for each joint bid party (as applicable).

A DECLARATION OF COMPLIANCE

By executing the Tender Form in Part 2, the Panel Contractor declares the following:

1. the Panel Contractor has or has had **[INSERT NUMBER/NIL]** contracts with the Commonwealth which included the mandatory minimum requirements for the Indigenous Procurement Policy;
2. with respect to the contracts identified under paragraph 1, the Panel Contractor has **[FULLY MET/PARTIALLY MET/NOT MET/NOT APPLICABLE AS NIL CONTRACTS UNDERTAKEN]** the mandatory minimum requirements for the Indigenous Procurement Policy; **[and]**
3. the Indigenous Enterprises referred to in the Indigenous Participation Plan in item B below are 50% or more Indigenous owned; **[and]**
4. **[IF THE PANEL CONTRACTOR IS AN INCORPORATED JOINT VENTURE, IF THE JOINT VENTURE IS AT LEAST 25% INDIGENOUS OWNED, INSERT: the Panel Contractor is a joint venture that is 25% or more Indigenous owned.]**

B INDIGENOUS PARTICIPATION PLAN

The Panel Contractor's attention is drawn to the definition of "Indigenous Participation Plan" under clause 1.1 and clause 18.2 of the Conditions of Contract in Part 4.

The Panel Contractor's Indigenous Participation Plan provided in this item B should address:

* + 1. the Panel Contractor's commitment to Indigenous participation, including the Panel Contractor's approach to delivering Indigenous employment or Indigenous supplier use outcomes;
    2. how the Panel Contractor intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy. These requirements are described in the Indigenous Procurement Policy and the Panel Contractor should note that these can be met at either the contract-based level or the organisation-based level and can be met directly or through the use of subcontracts, as described in the Indigenous Procurement Policy. For the purpose of the mandatory minimum requirements for the Indigenous Procurement Policy, the Panel Contractor should assume that the "Initial Term" is the period from the Award Date to the end of the last Defects Liability Period;
    3. the Panel Contractor's current rate of Indigenous employment and Indigenous supplier use as at the ATM Close Date and ATM Close Time; and
    4. if Item 38 of the Tender Conditions applies, how the Panel Contractor will ensure that the Contractor's Activities and the Works deliver significant Indigenous employment and Indigenous supplier use outcomes in that Remote Area. The Panel Contractor should note that more information on Remote Areas is available in section 4.5 of the Indigenous Procurement Policy.

The Panel Contractor should also note that the Indigenous Participation Plan should be prepared in accordance with the form and contain the content set out below.

Indigenous Participation Plan

1. We are committed to Indigenous participation and our approach to delivering Indigenous employment and Indigenous supplier use outcomes is as follows:

[**INSERT DETAILS**].

1. We will meet the mandatory minimum requirements for the Indigenous Procurement Policy:

**❑ AT THE CONTRACT-BASED LEVEL** as follows:

* + 1. at least **[INSERT]**% of our full time equivalent Australian-based workforce deployed in the Contractor's Activities and the Works must be Indigenous Australians over the Initial Term (on average); and
    2. at least **[INSERT]**% of the Contract Price will be subcontracted to Indigenous Enterprises over the Initial Term (on average).

**OR**

**❑ AT THE ORGANISATION-BASED LEVEL** as follows:

* + 1. at least **[INSERT]**% of our full time equivalent Australian-based workforce must be Indigenous Australians over the Initial Term (on average); and
    2. at least **[INSERT]**% of the value of our Australian supply chain will be subcontracted to Indigenous Enterprises over the Initial Term (on average).

1. To meet the mandatory minimum requirements for the Indigenous Procurement Policy, we will undertake the following:

[**INSERT DETAILS, INCLUDING DETAILS OF CURRENT AUSTRALIAN-BASED WORKFORCE, SUPPLY CHAIN AND HOW THE PANEL CONTRACTOR WILL MEET THE MANDATORY MINIMUM REQUIREMENTS AT EITHER THE CONTRACT-BASED LEVEL OR THE ORGANISATION-BASED LEVEL. THE PANEL CONTRACTOR SHOULD ENSURE THAT IT INCLUDES ITS APPROACH TO ACHIEVING THE MANDATORY MINIMUM REQUIREMENTS OVER THE INITIAL TERM (ON AVERAGE)**].

1. We will meet the mandatory minimum requirements for the Indigenous Procurement Policy:

**❑ DIRECTLY ❑ THROUGH SUBCONTRACTS**

as follows:

[**INSERT APPROACH TO MEETING MANDATORY MINIMUM REQUIREMENTS FOR THE INDIGENOUS PROCUREMENT POLICY DIRECTLY OR THROUGH SUBCONTRACTS**].

1. Our rate of Indigenous supplier use as at the ATM Close Date and ATM Close Time is:

[**INSERT DETAILS**].

1. Our rate of Indigenous employment as at the ATM Close Date and ATM Close Time is:

[**INSERT DETAILS**].

1. If Item 38 of the Tender Conditions applies, we will ensure the Contractor's Activities and the Works deliver significant Indigenous employment and Indigenous supplier use outcomes in the Remote Area as follows:

[**INSERT DETAILS**].

C INDIGENOUS INDUSTRY ENGAGEMENT

The Panel Contractor must lodge details of its intended approach to Indigenous industry engagement by indicating whether the Panel Contractor intends to approach Indigenous subcontractors:

**❑ YES ❑ NO**

If Yes, please provide details, including the total number of subcontracts which will be let to Indigenous industry participants and the anticipated trade packages relating to and value of those subcontracts:

[**INSERT**].

D PAST PERFORMANCE

The Panel Contractor must lodge details of its past performance in increasing Indigenous participation, including, where relevant, compliance with:

* + 1. any Indigenous Participation Plan as follows:

[**INSERT DETAILS**]; and

* + 1. without limiting the Declaration of Compliance in item A above, the mandatory minimum requirements for the Indigenous Procurement Policy as follows:

[**INSERT DETAILS**].

1. LOCAL INDUSTRY CAPABILITY PLAN

The Panel Contractor's attention is drawn to Items 35 and 36 of the Tender Conditions, the definition of "Local Industry Capability Plan" in clause 1.1 of the Conditions of Contract and clause 9.2 of the Conditions of Contract in Part 4.

The Panel Contractor is requested to prepare and lodge a draft Local Industry Capability Plan by completing the information requested in items A to D of this section 2 of Tender Schedule D - Industry Inclusion and Skills below.

1. In accordance with clause 9.2 of the Conditions of Contract in Part 4, the successful Panel Contractor will be required to prepare a Local Industry Capability Plan and submit it to the Contract Administrator after the Award Date. The Local Industry Capability Plan must be:
   1. based on the draft Local Industry Capability Plan provided in its response to this section 2 of Tender Schedule D - Industry Inclusion and Skills; and
   2. finalised in accordance with clause 9.2 of the Conditions of Contract in Part 4.

The Local Industry Capability Plan must detail the Panel Contractor's approach to the market and intended Australian industry engagement locally and nationally for the project.

For further information, Panel Contractors are referred to the Defence Policy for Industry Participation (available at https://www.defence.gov.au/business-industry/programs/defence-policy-industry-participation) and the Department of Finance's guidance titled the "Consideration of broader domestic economic benefits in procurement" (available at https://www.finance.gov.au/sites/default/files/2020-08/consideration-of-broader-economic-benefits-in-procurement.pdf).

A EXPECTED ECONOMIC IMPACT OF THE WORKS

The Panel Contractor is requested to provide the following information:

1. For the purposes of this section 2 of Tender Schedule D - Industry Inclusion and Skills, specify the Panel Contractor's interpretation of "local" industry:

[**INSERT**]

1. Detail how you have considered the limits of local capacity in estimating your local engagement for the Works:

[**INSERT**]

1. Details of the direct benefits expected to be generated to the Australian economy through the Project, the performance of the Contractor's Activities and the Works or more broadly through the Panel Contractor's business, for example:
   * 1. by making better use of Australian resources that would otherwise be underutilised;
     2. otherwise increasing productivity;
     3. providing benefits that support the development and sustainment of industry capabilities; and
     4. increasing productivity enhancing technology development and adoption

[**INSERT**]

1. Estimate the employment numbers, work package or trade types and industry sectors that will apply during the term of the Contract:

[**INSERT**]

1. An annual forecast for local industry for each financial year for the duration of the carrying out of the Works:

[**INSERT**]

1. Detail your understanding of relevant local subcontractor capability, expertise and experience:

[**INSERT**]

1. Indicate the percentage of the total contract value that will be let via subcontracts with industry participants (including subcontracts proposed in your Indigenous Participation Plan):
   * 1. locally:

[**INSERT**]

* + 1. nationally:

[**INSERT**]

1. Indicate the total number of subcontracts and the percentage of subcontracts which will be let to industry participants (including subcontracts proposed in your Indigenous Participation Plan):
   * 1. locally:

[**INSERT**]

* + 1. nationally:

[**INSERT**]

B PROPOSED LOCAL INDUSTRY PARTICIPATION IN THE DEVELOPMENT AND DELIVERY OF THE WORKS

The Panel Contractor is requested to provide the following information:

1. Describe the mechanisms that will be used to ensure that local industry will be given full, fair and reasonable opportunity to participate in the delivery of the Works:

[**INSERT**]

1. Where specialist subcontracting support is required, describe how this will be procured, including by reference to ensuring that local industry will be given full, fair and reasonable opportunity to participate in the delivery of the Works:

**[INSERT]**

1. Describe how local Small to Medium Enterprises (**SMEs**) will be encouraged to participate in the procurement activities in relation to the Works, for example:
   * 1. the communication strategies that will be used to alert local industry of project opportunities:

[**INSERT**]

* + 1. the proposed approach to a local supply chain, including the process for refreshing and updating preferred supplier lists:

[**INSERT**]

* + 1. the opportunities for local industry, not currently within the supply chain or a preferred supplier list, to submit subcontract tenders for the Works or to supply materials in connection with the Works:

[**INSERT**]

* + 1. the process for assessing both potential local and Australian veteran-owned businesses:

[**INSERT**]

* + 1. the mechanisms to ensure that the obligation to provide full, fair and reasonable opportunity is passed on to relevant subcontractors, including subcontractors that are involved in awarding contracts to lower tiered businesses:

[**INSERT**]

* + 1. the weighting to be given to tenders from the subcontractors who employ trainees and apprentices as a high proportion of their workforce:

[**INSERT**]

1. Will feedback be offered to unsuccessful subcontract tenderers for the Works?

[**YES/NO**]

If yes, describe the process for offering feedback to unsuccessful subcontract tenderers for the Works:

[**INSERT**]

C PROPOSED VETERAN PARTICIPATION IN THE CARRYING OUT OF THE CONTRACTOR'S ACTIVITIES

The Panel Contractor is requested to describe its approach to employing and engaging Australian veterans in connection with the carrying out of the Contractor's Activities, whether directly or through the engagement of subcontractors:

[**INSERT**]

D IMPLEMENTATION AND REPORTING

The Panel Contractor is requested to provide the following information:

1. Provide the contact details of the Local Industry Capability Manager (this person may also be nominated for another role in the provision of the Contractor's Activities and the Works) who will be the key person responsible for implementing and reporting on the Local Industry Capability Plan:

[**INSERT**]

1. Where will the workplace of the Local Industry Capability Manager be?

[**INSERT**]

1. If the Local Industry Capability Manager is not based locally to the site, detail how they will perform this duty remotely:

[**INSERT**]

The Commonwealth must be notified in writing if the Local Industry Capability Manager changes before or after the Award Date.

1. The successful Panel Contractor will be required to report to the Commonwealth on the implementation of the Local Industry Capability Plan as part of the monthly report prepared in accordance with clause 3.10 of the Conditions of Contract in Part 4. The Panel Contractor is requested to provide details of the proposed approach to monitoring and reporting on the implementation of the Local Industry Capability Plan over the term of the Contract:

[**INSERT**]

1. AUSTRALIAN SKILLS GUARANTEE

The Panel Contractor's attention is drawn to Item 40 of the Tender Conditions.

The Panel Contractor is requested to:

* + 1. note the Declaration of Compliance in the form set out in item A below, which will be made by the Panel Contractor when it executes the Tender Form in Part 2;
    2. provide details of its proposed targets in respect of Labour Hours for the Project in item B below; and
    3. submit a Gender Equality Action Plan that addresses the requirements of the Australian Skills Guarantee Procurement Connected Policy in item C below.

**A DECLARATION OF COMPLIANCE**

By executing the Tender Form in Part 2, the Panel Contractor declares thatthe Panel Contractor:

* + 1. will be able to meet or exceed the targets set out by it in section 3 of this Tender Schedule D - Industry Inclusion and Skills; and
    2. will comply with its Gender Equality Action Plan,

if it is the successful Panel Contractor, as required by the Australian Skills Guarantee Procurement Connected Policy.

**B SKILLS GUARANTEE TARGETS**

The Panel Contractor must provide the following details of its understanding of the Contractor's Activities and its proposed approach to engagement with Apprentices (including Apprentices who are Women) in the carrying out of the Contractor's Activities:

* + 1. the total estimated Labour Hours that will be required for the Panel Contractor to achieve Completion of the Works if it is the successful Panel Contractor are:

**[INSERT DETAILS]**;

* + 1. the percentage of Labour Hours to be undertaken by Apprentices is:

**[INSERT DETAILS]**;

* + 1. the percentage of Apprentice Labour Hours to be undertaken by Apprentices who are Women in each financial year of the Project (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy), which should be higher than the equivalent Overarching Apprentice Target for Women for Major Construction Projects is:

**[INSERT DETAILS]**; and

* + 1. the percentage of Apprentice Labour Hours to be undertaken by Trade Apprentices who are Women in each financial year of the Project (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy), which should be higher than the equivalent Trade-specific Apprentice Target for Women for Major Construction Projects is:

**[INSERT DETAILS]**.

**C GENDER EQUALITY ACTION PLAN**

The Panel Contractor's attention is drawn to the definition of "Gender Equality Action Plan" in clause 1.1 of the Conditions of Contract in Part 4.

The Panel Contractor is requested to provide a Gender Equality Action Plan in this item C.

The Panel Contractor should note that a suggested format for the Gender Equality Action Plan is set out at https://www.dewr.gov.au/resources/australian-skills-guarantee.

1. Financial

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(v) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide the information described in this Tender Schedule E - Financial.

The Panel Contractor should note that all amounts are not and will not be subject to rise and fall. The Panel Contractor should ensure that all amounts are GST-exclusive (see clause 12.17 of the Conditions of Contract in Part 4).

**The Panel Contractor should also note that:**

* + 1. **it is a minimum form and content requirement for its Tender under Item 11, paragraph (iv) of the Tender Conditions that the Panel Contractor must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 4, except to the extent completed and lodged in Tender Schedule F - Alternative Proposals (subject only to the exception for departures in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 4, in accordance with Item 11, paragraph (iv)B of the Tender Conditions);**
    2. **if it does not do so, its Tender may be regarded as non-conforming and Item 13 of the Tender Conditions will apply; and**
    3. **accordingly, if the Panel Contractor wishes to depart from, qualify, amend, limit or exclude any part of the Contract (including the Works Description) in Part 4 (subject only to the exception for departures in respect of clauses 5.4 - 5.9 of the Conditions of Contract referred to in paragraph (a)), it must complete and lodge Tender Schedule F - Alternative Proposals** **and not set out or describe such matters in this Tender Schedule E - Financial.**

For example, the Panel Contractor must ensure that any provisional sum amounts included in the Contract Price only relate to those items identified as Provisional Sum Work (see clause 8.7 of the Conditions of Contract in Part 4).

1. CONTRACT PRICE

LUMP SUM CONTRACT PRICE *[IF THE CONTRACT PRICE IS A LUMP SUM ONLY. IF NOT, DELETE THIS SECTION]*

The Panel Contractor should provide a lump sum Contract Price as follows:

|  |  |
| --- | --- |
| **CONTRACT PRICE**: | **$[INSERT]** (GST exclusive). |

**LUMP SUM FORMING PART OF CONTRACT PRICE *[IF A LUMP SUM FORMS PART OF THE CONTRACT PRICE ONLY. IF NOT, DELETE THIS SECTION]***

The Panel Contractor should provide a lump sum forming part of the Contract Price:

|  |  |
| --- | --- |
| **LUMP SUM FORMING PART OF THE CONTRACT PRICE**: | **$[INSERT]** (GST exclusive). |

**SCHEDULE OF RATES FOR CALCULATING CONTRACT PRICE *[IF A SCHEDULE OF RATES WILL BE USED FOR CALCULATING THE CONTRACT PRICE (AS A WHOLE OR IN PART) ONLY. IF NOT, DELETE THIS SECTION****]*

The Panel Contractor should provide a supplemental Schedule of Rates for any additional roles or items not addressed in Appendix 2 to the Panel Conditions as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **ROLE/ITEM** | **UNIT** | **QUANTITY** | **RATE/PRICE** |
| ***[INSERT]*** | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** (GST exclusive). |
| ***[INSERT]*** | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** (GST exclusive). |
| ***[INSERT]*** | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** (GST exclusive). |
| ***[INSERT]*** | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** (GST exclusive). |
| **[PANEL CONTRACTOR TO INSERT ADDITIONAL ITEMS]** | **[INSERT]** | **[INSERT]** | **$[INSERT]** (GST exclusive). |

*[NOTE LIMITS OF ACCURACY FOR QUANTITIES IN CONTRACT PARTICULARS WHICH ONLY APPLY IF THERE IS A SCHEDULE OF RATES]*

The Panel Contractor is permitted to provide the Schedule of Rates in A3 or landscape format.

BREAKDOWN OF CONTRACT PRICE *[IF THE CONTRACT PRICE IS A LUMP SUM ONLY. IF NOT, DELETE THIS SECTION]*

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

|  |  |
| --- | --- |
| ***[INSERT E.G. BUILDING ELEMENTS, SECTIONS, TRADES, STAGES ETC.]*** | **$[INSERT]** (GST exclusive). |
| ***[INSERT E.G. BUILDING ELEMENTS, SECTIONS, TRADES, STAGES ETC.]*** | **$[INSERT]** (GST exclusive). |
| ***[IF THERE IS PROVISIONAL SUM WORK, INCLUDE PROVISIONAL SUM WORK AND AMOUNTS FOR PROVISIONAL SUM WORK SET OUT IN THE CONTRACT PARTICULARS IN THE CONTRACT IN PART 4]*** | **$[INSERT]** (GST exclusive). |
| **SECURITY** | **$[INSERT]** (GST exclusive). |
| **INSURANCES** | **$[INSERT]** (GST exclusive). |
| ***[THE LIST ABOVE IS INTENDED TO BE A STARTING POINT ONLY. THE COMMONWEALTH AND THE TENDER ADMINISTRATOR MUST CONSIDER AND AMEND THE LIST AS APPROPRIATE HAVING REGARD TO THE WORKS AND THE PROJECT]*** | **$[INSERT]** (GST exclusive). |
| **[PANEL CONTRACTOR TO INSERT ADDITIONAL ITEMS]** | **$[INSERT]** (GST exclusive). |
| **CONTRACT PRICE** | **$[INSERT]** (GST exclusive). |

The breakdown:

* + 1. is for evaluation purposes; and
    2. will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 4.

The Panel Contractor is permitted to provide the breakdown in A3 or landscape format.

BREAKDOWN OF LUMP SUM FORMING PART OF CONTRACT PRICE *[IF A LUMP SUM FORMS PART OF THE CONTRACT PRICE ONLY. IF NOT, DELETE THIS SECTION]*

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

|  |  |
| --- | --- |
| ***[INSERT E.G. BUILDING ELEMENTS, SECTIONS, TRADES, STAGES ETC.]*** | **$[INSERT]** (GST exclusive). |
| ***[INSERT E.G. BUILDING ELEMENTS, SECTIONS, TRADES, STAGES ETC.]*** | **$[INSERT]** (GST exclusive). |
| ***[IF THERE IS PROVISIONAL SUM WORK, INCLUDE PROVISIONAL SUM WORK AND AMOUNTS FOR PROVISIONAL SUM WORK SET OUT IN THE CONTRACT PARTICULARS IN THE CONTRACT IN PART 4]*** | **$*[INSERT]*** (GST exclusive). |
| **SECURITY** | **$[INSERT]** (GST exclusive). |
| **INSURANCES** | **$[INSERT]** (GST exclusive). |
| ***[THE LIST ABOVE IS INTENDED TO BE A STARTING POINT ONLY. THE COMMONWEALTH AND THE TENDER ADMINISTRATOR MUST CONSIDER AND AMEND THE LIST AS APPROPRIATE HAVING REGARD TO THE WORKS AND THE PROJECT]*** | **$[INSERT]** (GST exclusive). |
| **[PANEL CONTRACTOR TO INSERT ADDITIONAL ITEMS]** | **$[INSERT]** (GST exclusive). |
| **LUMP SUM FORMING PART OF CONTRACT PRICE** | **$[INSERT]** (GST exclusive). |

The breakdown is:

* + 1. for evaluation purposes; and
    2. will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 4.

The Panel Contractor is permitted to provide the breakdown in A3 or landscape format.

PROVISIONAL SUM WORK *[IF A SCHEDULE OF RATES WILL BE USED TO CALCULATE THE CONTRACT PRICE (AS A WHOLE) OR THERE IS NO PROVISIONAL SUM WORK, DELETE THIS SECTION]*

The Panel Contractor should provide the percentage for additional profit and attendance for Provisional Sum Work exceeding the total amount for Provisional Sum Work by the stated percentage for the purposes of clause 8.12 of the Conditions of Contract in Part 4 as follows:

|  |  |
| --- | --- |
| **PERCENTAGE FOR ADDITIONAL PROFIT AND ATTENDANCE FOR PROVISIONAL SUM WORK EXCEEDING THE TOTAL AMOUNT FOR PROVISIONAL SUM WORK BY THE STATED PERCENTAGE** | **[INSERT]%** |

1. TABLE OF VARIATION RATES AND PRICES

***[NOTE TO COMMONWEALTH/TENDER ADMINISTRATOR: THIS TABLE ASSUMES THAT THE SCHEDULE OF RATES FORMING PART OF THE PANEL AGREEMENT WILL APPLY IN RESPECT OF THE ROLES SET OUT IN THAT SCHEDULE]***

The Panel Contractor's attention is drawn to the Schedule of Rates in Appendix 2 to the Panel Conditions and also to the definition of "Table of Variation Rates and Prices" in clause 1.1 of the Conditions of Contract in Part 4. The Panel Contractor should provide a Table of Variation Rates and Prices which is to apply for the purposes of clause 11.3 and 11.6 of the Conditions of Contract in Part 4 as follows, noting that the Panel Contractor must adopt the rates specified in the Schedule of Rates in Appendix 2 to the Panel Conditions in respect of any equivalent role:

|  |  |  |  |
| --- | --- | --- | --- |
| **ROLE/POSITION/ITEM** | **IS THE POSITION SPECIFIED IN THE SCHEDULE OF RATES IN APPENDIX 2 TO THE PANEL CONDITIONS?**  **YES / NO** | **UNIT** | **RATE/PRICE** |
| **CONTRACTOR'S REPRESENTATIVE** | **[YES/NO]** | HOUR | **$[INSERT]** (GST exclusive). |
| **QUALITY MANAGER** | **[YES/NO]** | HOUR | **$[INSERT]** (GST exclusive). |
| ***[OTHER ROLES]*** | **[YES/NO]** | HOUR | **$[INSERT]** (GST exclusive). |
| ***[WORK, ITEMS, MATERIALS, GOODS]*** | **[YES/NO]** | ***[INSERT]*** | **$[INSERT]** (GST exclusive). |
| **[PANEL CONTRACTOR TO INSERT ADDITIONAL ITEMS]** | **[YES/NO]** | **[INSERT]** | **$[INSERT]** (GST exclusive). |

The rates and prices should not include any allowance for non-time related on-site overheads and preliminaries or off-site overheads and profit.

The Panel Contractor should also provide the percentage or percentages of the amount determined under clauses 11.3(b)(i), 11.3(c) and 11.6(f) of the Conditions of Contract in Part 4 as follows:

|  |  |
| --- | --- |
| **PERCENTAGE OF AMOUNT DETERMINED FOR NON-TIME RELATED ON SITE OVERHEADS AND PRELIMINARIES** | **[INSERT]**% |
| **PERCENTAGE OF AMOUNT DETERMINED FOR OFF SITE OVERHEADS AND PROFIT** | **[INSERT]**% |

The Panel Contractor should also provide the percentage of wages for the purpose of clause 11.6(b) of the Conditions of Contract in Part 4 as follows:

|  |  |
| --- | --- |
| **PERCENTAGE OF WAGES** | **[INSERT]**% |

1. PAYMENT

The Panel Contractor is requested to provide the times for submission of payment claims for the purposes of clause 12.2(a) of the Conditions of Contract in Part 4 as follows:

|  |  |
| --- | --- |
| **TIMES FOR SUBMISSION OF PAYMENT CLAIMS** | Monthly on the **[INSERT]** day of each month |

***[IF THE PROGRESS PAYMENTS ARE MONTHLY-BASED. IF NOT, DELETE THIS SECTION]***

The Panel Contractor is also requested to provide an anticipated monthly cash flow for payment of the Contract Price.

[**INSERT**]

This cash flow is for evaluation purposes and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 4.

***[IF THE PROGRESS PAYMENTS ARE MILESTONE-BASED. IF NOT, DELETE THIS SECTION]***

The Panel Contractor should also provide an anticipated milestone-based cash flow for payment of the Contract Price following Completion of the milestones for payment described in the Contract Particulars in Part 4 as follows:

|  |  |
| --- | --- |
| **MILESTONE** | **AMOUNT** |
| ***[INSERT MILESTONE FOR PAYMENT FROM CONTRACT IN PART 4]*** | $**[INSERT] (**GST exclusive) |
| ***[INSERT MILESTONE FOR PAYMENT FROM CONTRACT IN PART 4]*** | $**[INSERT] (**GST exclusive) |
| ***[INSERT MILESTONE FOR PAYMENT FROM CONTRACT IN PART 4]*** | $**[INSERT] (**GST exclusive) |
| ***[INSERT MILESTONE FOR PAYMENT FROM CONTRACT IN PART 4]*** | $**[INSERT] (**GST exclusive) |
| ***[INSERT MILESTONE FOR PAYMENT FROM CONTRACT IN PART 4]*** | $**[INSERT] (**GST exclusive) |
| ***[INSERT MILESTONE FOR PAYMENT FROM CONTRACT IN PART 4]*** | $**[INSERT] (**GST exclusive) |
| **[PANEL CONTRACTOR TO INSERT PROPOSED ADDITIONAL MILESTONES]** | $**[INSERT] (**GST exclusive) |
| **CONTRACT PRICE** | $**[INSERT] (**GST exclusive) |

The Panel Contractor should clearly identify any additional proposed milestones for payment and the anticipated amount of each instalment of the Contract Price payable following Completion for each additional proposed milestone. The Panel Contractor should note that any additional proposed milestones for payment should be significant milestones which represent the completion of discrete activities and should not comprise monthly milestones.

This cash flow is for evaluation purposes and will not limit or affect the scope of the Contractor's Activities, the Works or the Contract in Part 4.

*[NOTE THAT SPECIAL CONDITIONS WILL BE REQUIRED TO ADDRESS ANY "TENDER OPTIONS" TO BE PRICED (E.G. ADDITIONAL ELEMENTS OF THE WORKS NOT INCLUDED AT THE TIME OF TENDER BUT WHICH MAY BE REQUIRED TO BE PRICED NOW FOR FURTHER CONSIDERATION BY THE COMMONWEALTH EITHER BEFORE OR AFTER THE AWARD DATE).*

*SPECIAL CONDITIONS WILL BE REQUIRED TO EFFECT PROGRESS PAYMENTS ON A COMBINED MONTHLY AND MILESTONE BASIS.*

*SPECIAL CONDITIONS MAY ALSO BE REQUIRED TO DIFFERENTIATE VALUES TO BE APPLIED TO THE DISCOVERY OF LATENT CONDITIONS AND VALUES TO BE APPLIED TO TABLE OF VARIATION RATES AND PRICES WORK, DEPENDING ON THE ITEMS/GOODS/MATERIALS DESCRIBED.*

*IF THE COMMONWEALTH OR TENDER ADMINISTRATOR WISH TO INSERT SPECIAL CONDITIONS, PRIOR APPROVAL MUST BE OBTAINED FROM THE DELEGATE]*

1. ADJUSTMENT FOR IMPORTED ITEMS *[RETAIN IF CLAUSE 8.24 OF THE CONDITIONS OF CONTRACT IS TO APPLY. IF NOT, DELETE THIS ITEM AND INSERT “NOT USED”]*

The Panel Contractor's attention is drawn to clause 8.24 of the Conditions of Contract in Part 4 (if applicable).

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(v) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, if the Tender is based on the provision of any imported items, the Panel Contractor should provide its Tender in Australian dollars and provide the following information for each imported item:

|  |  |
| --- | --- |
| **DETAILS OF ITEM TO BE IMPORTED** | **[INSERT]** |
| **F.O.B VALUE** | **[INSERT]** |
| **PRICE** | **A$[INSERT]** (GST exclusive) |
| **COUNTRY OF ORIGIN** | **[INSERT]** |
| **EXCHANGE RATE IN EFFECT 7 DAYS PRIOR TO THE ATM CLOSE DATE AND ATM CLOSE TIME** | **[INSERT]** |
| **NAME OF BANK PROVIDING EXCHANGE RATE** | **[INSERT]** |
| **ADDRESS OF BANK PROVIDING EXCHANGE RATE** | **[INSERT]** |
| **FREIGHT COST** | **[INSERT]** |
| **NAME OF FREIGHT PROVIDER** | **[INSERT]** |
| **ADDRESS OF FREIGHT PROVIDER** | **[INSERT]** |
| **DATE FOR PROPOSED SETTLEMENT OF ACCOUNT** | **[INSERT]** |

If the Panel Contractor does not provide the information required by this item 4 of Tender Schedule E - Financial for any imported item(s), it will not be entitled to any adjustment to the Contract Price for exchange rate fluctuations which impact on the imported item(s).

1. MAXIMUM AMOUNT OF DELAY DAMAGES

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(v) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide its maximum amount of delay damages for the purposes of clause 10.10 of the Conditions of Contract in Part 4 as follows:

|  |  |  |
| --- | --- | --- |
| **IF THERE ARE NO STAGES, THE MAXIMUM DELAY DAMAGES FOR THE WORKS *[DELETE ROW IF NOT APPLICABLE]*** | $**[INSERT]** per working day | |
| **IF THERE ARE STAGES, THE MAXIMUM DELAY DAMAGES FOR EACH STAGE *[DELETE ROW IF NOT APPLICABLE]*** | **STAGE** | **MAXIMUM DELAY DAMAGES** |
| ***[INSERT DESCRIPTION OF STAGE]*** | $**[INSERT]** per working day |
| ***[INSERT DESCRIPTION OF STAGE]*** | $**[INSERT]** per working day |

1. ACCELERATION

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(v) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide the percentage of extra costs reasonably incurred due to acceleration for the purposes of clause 10.14(b)(ii) of the Conditions of Contract in Part 4 as follows:

|  |  |
| --- | --- |
| **PERCENTAGE OF EXTRA COSTS REASONABLY INCURRED DUE TO ACCELERATION** | **[INSERT]**% |

1. Alternative Proposals

**The Panel Contractor's attention is drawn to Item 11, paragraph (iv) and Item 12 of the Tender Conditions.** The Panel Contractor should also note the evaluation criterion under Item 16, paragraph (a)(vi) of the Tender Conditions.

**The Panel Contractor should also note that it is a minimum form and content requirement for its Tender under Item 11, paragraph (iv) of the Tender Conditions that the Panel Contractor must accept (without departure, qualification, amendment, limitation or exclusion) the Contract in Part 4, except:**

* + 1. **subject to paragraph (b), to the extent completed and lodged in this Tender Schedule F - Alternative Proposals; and**
    2. **in respect of clauses 5.4 - 5.9 of the Conditions of Contract in Part 4 only, as expressly set out by the Panel Contractor in item 1 of Tender Schedule G - Miscellaneous Matters For Evaluation.**

The Commonwealth offers the Panel Contractor the opportunity to provide alternative proposals in pursuit of greater value for money. The Panel Contractor should note that (subject to the Commonwealth's absolute discretion under Item 12 of the Tender Conditions), **it must lodge a conforming Tender before an alternative proposal will be considered**.

The Panel Contractor should note that it is not required to submit this Tender Schedule F - Alternative Proposals if it does not propose to submit an alternative proposal.

The Panel Contractor must demonstrate how an alternative proposal will achieve greater value for money. The Panel Contractor is requested to note that providing detailed comments from insurers, brokers and legal advice (without more information, including any effect on pricing) will be unlikely to meet this requirement.

The Panel Contractor must ensure that **all pricing and financial information in respect of any alternative proposal is** **separately provided in** **item 2 below**, including details of the financial impact of the alternative proposal on the Panel Contractor's proposed Contract Price provided in Tender Schedule E - Financial. No pricing or financial information should be included in item 1 of this Tender Schedule F - Alternative Proposals.

The Panel Contractor must lodge item 1 and item 2 of this Tender Schedule F - Alternative Proposals as separate files as part of its Tender.

Any decision by the Commonwealth regarding any alternative proposal will be final. The Panel Contractor lodges its Tender on the basis that it will make no, and the Commonwealth will not be liable upon, any claim by the Panel Contractor arising out of or in any way in connection with any decision by the Commonwealth in respect of any alternative proposal.

1. ALTERNATIVE PROPOSALS (EXCLUDING PRICING/FINANCIAL INFORMATION)

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(vi) of the Tender Conditions and to assist the Commonwealth in evaluating an alternative proposal, in the table format below the Panel Contractor must:

* + 1. provide a brief explanation of each alternative proposal and provide supporting evidence (for example, details of the alternative, technical descriptions, program information, technical specifications, testing information, data and any other relevant information); and
    2. clearly explain the impact that any alternative proposal provided in this item 1 of Tender Schedule F - Alternative Proposals will have on the information provided in any other Tender Schedule lodged with its Tender, excluding the impact on Tender Schedule E - Financial (which should be addressed in item 2 of this Tender Schedule F - Alternative Proposals).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM NO.** | **REFERENCE (CLAUSE / SECTION / DOCUMENT TITLE ETC)** | | **ALTERNATIVE** | **SUPPORTING INFORMATION** | **EFFECT ON OTHER TENDER SCHEDULES (IF ANY, EXCLUDING TENDER SCHEDULE G - FINANCIAL)** | **VALUE FOR MONEY (EXCLUDING ANY PRICING/FINANCIAL INFORMATION)** |
| **CONDITIONS OF CONTRACT** | | | | | | |
|  |  |  | |  |  |  |
| **SPECIAL CONDITIONS** | | | | | | |
|  |  |  | |  |  |  |
| **WORKS DESCRIPTION** | | | | | | |
|  |  |  | |  |  |  |
| **TENDER SCHEDULES** | | | | | | |
|  |  |  | |  |  |  |
| **OTHER** | | | | | | |
|  |  |  | |  |  |  |

1. ALTERNATIVE PROPOSALS - FINANCIAL

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(vi) of the Tender Conditions and to assist the Commonwealth in evaluating an alternative proposal, the Panel Contractor must, in respect of each alternative proposal set out in item 1 of this Tender Schedule F - Alternative Proposals, in the table format below:

* + 1. provide supporting evidence of the financial impact of the alternative proposal, including all pricing information; and
    2. clearly explain the pricing/financial impact of each alternative proposal set out in item 1 of this Tender Schedule F - Alternative Proposals, including the impact on Tender Schedule E - Financial.

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM NO. (BY REFERENCE TO THE TABLE IN ITEM 1)** | **SUPPORTING INFORMATION – FINANCIAL** | **EFFECT ON TENDER SCHEDULE G - FINANCIAL (IF ANY)** | **OTHER PRICING/FINANCIAL INFORMATION, INCLUDING TO DEMONSTRATE VALUE FOR MONEY** |
| **CONDITIONS OF CONTRACT** | | | |
|  |  |  |  |
| **SPECIAL CONDITIONS** | | | |
|  |  |  |  |
| **WORKS DESCRIPTION** | | | |
|  |  |  |  |
| **TENDER SCHEDULES** | | | |
|  |  |  |  |
| **OTHER** | | | |
|  |  |  |  |

1. Miscellaneous Matters For Evaluation

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide the following information.

The Panel Contractor should ensure that the information provided in this Tender Schedule G - Miscellaneous Matters For Evaluation is consistent with information given in other parts of its Tender (as applicable).

1. INSURANCES

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to provide details of the insurances which it has or proposes to put in place for the purposes of the Contract in Part 4.

The Panel Contractor's attention is drawn to clause 5of the Conditions of Contract in Part 4.

The Panel Contractor is requested to provide details of the terms and levels of the insurances which the Panel Contractor has or proposes to put in place for the purpose of clauses 5.4 ‑ 5.9 of the Conditions of Contract in Part 4, including as set out below.

| **INSURANCE TYPE** | **INSURER AND BROKER** | **INSURER RATING** | **POLICY NO** | **IS THE PANEL CONTRACTOR A NAMED INSURED?** | **COVER LIMIT** | | **POLICY PERIOD** | **DEDUCTIBLE** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|
| **CONSTRUCTION RISKS INSURANCE** |  |  |  | **[YES/NO]**  **[IF NO, PROVIDE DETAILS]** | (a) | $**[INSERT]**  (the Contract Price if no amount is specified) |  |  |
| (b) | $**[INSERT]** or **[INSERT]** % of the Contract Price to cover the costs of demolition and removal of debris |
| (c) | $**[INSERT]** or **[INSERT]** % of the Contract Price to cover the Commonwealth's consultant fees |
| (d) | $**[INSERT]** for the value of materials or things to be supplied by the Commonwealth |
| (e) | **[INSERT]** % of the total of the amounts in (a) to (d) to cover escalation costs. |
| **PUBLIC LIABILITY INSURANCE** |  |  |  | **[YES/NO]**  **[IF NO, PROVIDE DETAILS]** | **IF WRITTEN ON OCCURRENCE BASIS:**  $**[INSERT]** each and every occurrence  **IF WRITTEN ON CLAIMS MADE BASIS:**  $**[INSERT]** per claim  $**[INSERT]** in aggregate  Worldwide limits:  Jurisdictional limits: | |  |  |
| **WORKERS COMPENSATION INSURANCE (AND IF APPLICABLE, EMPLOYERS' LIABILITY INSURANCE)** |  |  |  | **[YES/NO]**  **[IF NO, PROVIDE DETAILS]** | Prescribed by Statutory Requirement in the State or Territory in which the Contractor's Activities are performed or the Contractor's employees perform work, are employed or normally reside.  Relevant States and Territories:  If the Contractor's Activities are performed or the Contractor's employees perform work, are employed or normally reside in any jurisdiction outside Australia, Employers' Liability Insurance:  **$[INSERT]** | |  |  |
| ***[IF DESIGN AND CONSTRUCT DELIVERY METHOD OR DOCUMENT AND CONSTRUCT DELIVERY METHOD ONLY, INSERT: Professional Indemnity Insurance/Errors and Omissions Insurance]*** |  |  |  | **[YES/NO]**  **[IF NO, PROVIDE DETAILS]** | $**[INSERT]** per claim  $**[INSERT]** in aggregate  Worldwide limits:  Jurisdictional limits:  Retroactive Date:  Subcontractors' Professional Indemnity Insurance / Errors and Omissions Insurance: $**[INSERT]** per claim and $**[INSERT]** in aggregate | |  |  |
| ***[IF APPLICABLE - INSERT OTHER INSURANCES REQUIRED UNDER CLAUSE 5.4(a)(vi) OF THE CONDITIONS OF CONTRACT IN PART 4]*** |  |  |  |  |  | |  |  |

Do the terms and levels of all insurances which the Panel Contractor has or proposes to put in place for the purpose of the Contract comply with all requirements in clauses 5.4 - 5.9 of the Conditions of Contract in Part 4?

**❑ YES ❑ NO**

The Panel Contractor is requested to provide evidence from the insurer or a reputable broker stating the extent to which the relevant insurance complies with clauses 5.4 - 5.9 of the Conditions of Contract in Part 4. Such evidence may include certificates of currency (no more than 20 days old), current policy wordings (except where such insurances are prescribed by Statutory Requirement) and other written confirmation stating the extent to which the relevant insurance complies with clauses 5.4 - 5.9 of the Conditions of Contract in Part 4.

To the extent that the Panel Contractor's proposed insurance does not comply with clauses 5.4 - 5.9 of the Conditions of Contract in Part 4, the Panel Contractor may propose a departure from clauses 5.4 - 5.9 only. To do so the Panel Contractor is requested to clearly set out, in the table format below, the relevant clause reference and the proposed departure (including the proposed drafting amendment in mark up against the relevant clause) together with an explanation of and justification for the proposed departure.

|  |  |  |
| --- | --- | --- |
| **CLAUSE REFERENCE (Clauses 5.4 - 5.9 only)** | **PROPOSED DEPARTURE (including drafting mark up of amendment proposed)** | **EXPLANATION AND JUSTIFICATION OF THE PROPOSED DEPARTURE** |
| **[INSERT]** | **[INSERT]** | **[INSERT]** |

Panel Contractors are reminded that the Panel Contractor's insurance details are an evaluation criterion as specified in Item 16, paragraph (a)(vii) of the Tender Conditions. The Commonwealth is not bound to accept any departure proposed by the Panel Contractor.

1. COMMERCIAL-IN-CONFIDENCE INFORMATION

The Panel Contractor's attention is drawn to Item 31 of the Tender Conditions and clause 19 of the Conditions of Contract in Part 4 and the Commonwealth's policy on the identification of Commercial-in-Confidence Information (including the requirements set out in paragraph (c)).

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion described under Item 16, paragraph (a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor:

* + 1. may identify any specific information provided by the Panel Contractor to the Commonwealth that it wishes the Commonwealth to keep confidential; and
    2. must provide justification, in accordance with paragraph (c), why the information identified under paragraph (a) should be kept confidential.

The Panel Contractor is referred to the Commonwealth's guidance on the identification of Commercial-in-Confidence Information available at https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle.

The Panel Contractor should note that the Commonwealth policy principles of transparency and accountability promote the disclosure of contractual information to the maximum extent and that a Panel Contractor's information is only kept confidential where there are sound reasons for doing so.

Without limiting the Commonwealth's absolute discretion under Item 31, paragraph (a)(ii) of the Tender Conditions, Panel Contractors are requested to note that:

* + 1. information must have all of the following characteristics before it may be considered to be Commercial-in-Confidence Information:
       1. the information to be protected must be specifically identified;
       2. the information must be commercially sensitive and not already in the public domain;
       3. disclosure would cause unreasonable detriment to the owner of the information or another party; and
       4. the information was provided with an express or implied understanding that it would remain confidential;
    2. without limiting paragraph (c), the following types of information in, or provided in relation to, contracts would generally not be considered Commercial-in-Confidence Information:
       1. performance and financial guarantees;
       2. indemnities;
       3. the price of an individual item, or groups of items of goods or services;
       4. rebate, liquidated damages and service credit clauses;
       5. performance measures applicable to the Contract;
       6. clauses which describe how Intellectual Property Rights are to be dealt with;
       7. payment arrangements; and
       8. the performance of the Contractor against the requirements of the Contract and agreed assessment criteria; and
    3. the following types of information may (in the Commonwealth's absolute discretion) meet the criteria of being protected as Commercial-in-Confidence Information:
       1. trade secrets;
       2. proprietary information (this could be information about how a particular technical or business solution is to be provided);
       3. internal costing information or information about profit margins; and
       4. pricing structures (if this information would reveal whether there was a profit or loss on the supply of a particular good or service).

Details of any specific information that the Panel Contractor wishes the Commonwealth to keep confidential should be provided in table format as set out below.

|  |  |  |
| --- | --- | --- |
| **SPECIFIC INFORMATION** | **JUSTIFICATION** | **PERIOD OF CONFIDENTIALITY** |
| **[INSERT (IF APPLICABLE)]** | **[INSERT (IF APPLICABLE)]** | **[INSERT (IF APPLICABLE)]** |

1. MINIMUM WARRANTY PERIODS

The Panel Contractor's attention is drawn to clause 8.6 of the Conditions of Contract in Part 4 and clause 3 of Annexure 1 to the Contract in Part 4.

To assist the Panel Contractor to demonstrate its ability to satisfy the evaluation criterion under Item 16, paragraph (a)(vii) of the Tender Conditions and to assist the Commonwealth in evaluating its Tender, the Panel Contractor is requested to complete the table set out below:

***[COMMONWEALTH AND CONTRACT ADMINISTRATOR MUST CONSIDER AND SPECIFY COLLATERAL WARRANTY DESCRIPTIONS APPROPRIATE FOR THE WORKS OR EACH STAGE, AGAINST WHICH PANEL CONTRACTORS WILL PROPOSE MINIMUM PERIODS. THE BELOW ARE PROVIDED BY WAY OF EXAMPLE ONLY. INDICATIVE MINIMUM WARRANTY PERIODS SHOULD BE ISSUED BY WAY OF AN INFORMATION DOCUMENT]***

| **Description** | **Minimum Warranty Period (from the Date of Completion of the Works or the Stage)** |
| --- | --- |
| Access Floor | **[INSERT]**years |
| Aircraft Aprons, Flexible and Rigid Pavements and Seals | **[INSERT]**years |
| Benches and Cupboards and Associated Joinery | **[INSERT]**years |
| Carpentry | **[INSERT]**years |
| Carpet | **[INSERT]**years |
| Communications Systems | **[INSERT]**years |
| Concrete Toppings and Repairs | **[INSERT]**years |
| Drainage | **[INSERT]**years |
| Doors | **[INSERT]**years |
| Electrical Services | **[INSERT]**years |
| Electrical Building and Distribution Services | **[INSERT]**years |
| External Coating Systems | **[INSERT]**years |
| External Lighting | **[INSERT]**years |
| External Non-Structural Concrete | **[INSERT]**years |
| External Signage (sign writing and lettering) | **[INSERT]**years |
| External Signage (excluding sign writing and lettering) | **[INSERT]**years |
| Façade | **[INSERT]**years |
| Fire Services | **[INSERT]**years |
| Floor and Pavement Markings (internal) | **[INSERT]**years |
| Floor and Pavement Markings (external) | **[INSERT]**years |
| Furniture Fittings and Equipment | **[INSERT]**years |
| Gates and Fences | **[INSERT]**years |
| Gantries | **[INSERT]**years |
| Hardened Structures | **[INSERT]**years |
| Hardware | **[INSERT]**years |
| High Ropes Structure and Equipment | **[INSERT]**years |
| Internal Signage | **[INSERT]**years |
| Kitchen Equipment | **[INSERT]**years |
| Mechanical Services | **[INSERT]**years |
| Membrane Roofing and Tanking | **[INSERT]**years |
| Metal Roof and Walling | **[INSERT]**years |
| Noise Attenuation Structures | **[INSERT]**years |
| Painting | **[INSERT]**years |
| Partitions | **[INSERT]**years |
| Piling and foundations | **[INSERT]**years |
| Plumbing | **[INSERT]**years |
| Resilient finishes, e.g. Vinyl | **[INSERT]**years |
| Security | **[INSERT]**years |
| Sewers | **[INSERT]**years |
| Stormwater Drainage | **[INSERT]**years |
| Structural Concrete | **[INSERT]**years |
| Structural Steel | **[INSERT]**years |
| Sun Control Louvres | **[INSERT]**years |
| Supervisory / Data Services | **[INSERT]**years |
| Suspended Ceilings | **[INSERT]**years |
| Tiling | **[INSERT]**years |
| Toilet Partitions | **[INSERT]**years |
| Water Supply Services | **[INSERT]**years |
| Windows and Glazing | **[INSERT]**years |
| Vehicle Pavement and Seals | **[INSERT]**years |
| ***[OTHERS]*** | **[INSERT]**years |

1. Environmentally Sustainable Procurement

The Panel Contractor's attention is drawn to Item 39 of the Tender Conditions. The Panel Contractor should also note the evaluation criteria under Item 16, paragraph (a)(a)(viii) of the Tender Conditions.

The Panel Contractor is requested to complete and lodge item A of this Tender Schedule H - Environmentally Sustainable Procurement, which includes providing details of its practices regarding promoting environmental sustainability.

The Panel Contractor is requested to note the Declaration of Compliance in the form set out in item B below, which will be made by the Panel Contractor when it executes the Tender Form in Part 2.

The Panel Contractor must complete and lodge item C of this Tender Schedule H - Environmentally Sustainable Procurement, which includes providing a Supplier Environmental Sustainability Plan in the form and containing the content set out below. **The Panel Contractor should note that the completion and lodgement of item C is a minimum form and content requirement for its Tender under Item 11, paragraph (iii) of the Tender Conditions.**

**A PRACTICES REGARDING PROMOTING ENVIRONMENTAL SUSTAINABILITY**

The Panel Contractor is requested to provide details of its practices regarding promoting environmental sustainability in relation to the Contractor's Activities and the Works, including having regard to:

* + 1. energy efficiency;
    2. reducing environmental and climate change impact;
    3. circularity of goods and services and the use of recycled products; and
    4. the Sustainable Procurement Guide (as published by the Department of Climate Change, Energy, the Environment and Water):

|  |
| --- |
|  |

**B DECLARATION OF COMPLIANCE**

The Panel Contractor agrees and declares that if it is the successful Panel Contractor it will be required to:

* + 1. comply with the completed Supplier Environmental Sustainability Plan;
    2. on request by the Commonwealth entity responsible for administering the Environmentally Sustainable Procurement Policy, provide that entity with a copy of the completed Supplier Environmental Sustainability Plan or evidence of compliance with the plan; and
    3. submit to the Commonwealth a report once every six months for the duration of the Contract in the form provided in the Supplier Environmental Sustainability Plan.

**C SUPPLIER ENVIRONMENTAL SUSTAINABILITY PLAN**

The Panel Contractor's attention is drawn to the definition of "Supplier Environmental Sustainability Plan" in clause 1.1 of the Conditions of Contract in Part 4.

The Panel Contractor's "Supplier Environmental Sustainability Plan" provided in this Tender Schedule H - Environmentally Sustainable Procurement should include:

* + 1. the Panel Contractor's corporate sustainability performance – that is, how does the Panel Contractor address environmental sustainability impacts associated with its business;
    2. how the Panel Contractor will optimise environmental sustainability in the carrying out of the Contractor's Activities and the Works, referencing the environmental sustainability focus areas and principles as set out in the Environmentally Sustainable Procurement Policy. If the Panel Contractor cannot optimise environmental sustainability, the Panel Contractor is requested to explain why not; and
    3. opportunities for innovation and how the Panel Contractor will consider these throughout the carrying out of the Contractor's Activities.

The Panel Contractor is referred to the Commonwealth's guidance in respect of the Supplier Environmental Sustainability Plan available at: https://www.dcceew.gov.au/sites/default/files/documents/sesp-optionbii-base-metrics-construction-2024.pdf.

1. **Corporate Environmental Sustainability Performance**

In 500 words or less, detail the actions the Panel Contractor is taking to minimise its environmental impact including any accreditations/certifications, environmental management systems, policies and/or processes as applicable:

[**INSERT DETAILS**].

1. ***[IF CONSTRUCT ONLY DELIVERY METHOD, DELETE AND INSERT THE WORDS "NOT USED":* Design**
   * 1. In 250 words or less, detail the Panel Contractor's previous experience in designing for optimal environmental sustainability outcomes in previous similar projects, with reference to the Environmental Sustainability Principles. If applicable, detail how the Panel Contractor's design contributed to obtaining a rating or certification and what rating or certification was obtained:

[**INSERT DETAILS**].

* + 1. In 500 words or less, detail how the Panel Contractor will embed environmental sustainability into the design of the Project, including positioning the Project to optimise environmentally sustainable outcomes with reference to the Environmental Sustainability Principles:

[**INSERT DETAILS**].***]***

1. **Climate**
   * 1. In the 'Reporting Template' available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main, the Panel Contractor is requested to provide a list of low embodied emissions products and/or materials proposed for use under the Contract.

The Panel Contractor should download the 'Reporting Template' and incorporate its response to this paragraph 3(a) in such format at Attachment 1 to this Tender Schedule H - Environmentally Sustainable Procurement.

* + 1. In 500 words or less, detail how the Panel Contractor proposes to identify opportunities and prioritise the use of low embodied emissions products and/or materials in the delivery of the Contract to the maximum extent possible without compromising quality, safety and/or capability:

[**INSERT DETAILS**].

* + 1. The Panel Contractor is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional climate principles:

**❑** Optimise energy efficiency

**❑** Minimise greenhouse gas emissions

If the Panel Contractor has ticked any box or boxes above, in 500 words or less detail how the Panel Contractor will deliver on these principles during the Contract:

[**INSERT DETAILS**].

1. **Environment**
   * 1. In 500 words or less, detail how the Panel Contractor will minimise or avoid waste to landfill over the term of the Contract, including how the Panel Contractor will increase the level of resource recovery or extend the useful life of material through recycling, reuse, repurposing or other activities:

[**INSERT DETAILS**].

* + 1. The Panel Contractor is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional environment principles:

**❑** Optimise water efficiency

**❑** Use safe and renewable inputs

**❑** Safely use and dispose of chemicals

If the Panel Contractor has ticked any box or boxes above, in 500 words or less detail how the Panel Contractor will deliver on these principles during the Contract:

[**INSERT DETAILS**].

1. **Circularity**
   * 1. In the 'Reporting Template' available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main, the Panel Contractor is requested to provide a list of products and/or materials containing recycled content proposed for use under the Contract, including the proportion of recycled content used in each product or material.

The Panel Contractor should download the 'Reporting Template' and incorporate its response to this paragraph 5(a) in such format at Attachment 1 to this Tender Schedule H - Environmentally Sustainable Procurement.

* + 1. In 500 words or less, detail how the Panel Contractor proposes to identify opportunities and prioritise the use of recycled content in the delivery of the Contract to the maximum extent possible without compromising quality, safety and/or capability:

[**INSERT DETAILS**].

* + 1. The Panel Contractor is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional circularity principles:

**❑** Buildings and fit-outs use less materials, minimise waste, can be deconstructed and reused, are designed for adaptability and flexibility

**❑** Goods are durable, repairable, reusable and/or recyclable

**❑** Goods have been refurbished or existing goods are reused

**❑** Goods are recycled at the end of useful life

**❑** Goods are returned for resource recovery through a take-back or end of life scheme

**❑** Goods are available for lease, rent or product-as-a-service as an alternative to buying outright

If the Panel Contractor has ticked any box or boxes above, in 500 words or less detail how the Panel Contractor will deliver on these principles during the Contract:

[**INSERT DETAILS**].

1. **Explanation for not selecting additional principles**

If the Panel Contractor did not select any additional climate, energy or circularity principles in paragraphs 3(c), 4(b) and 5(c) above, in 250 words or less the Panel Contractor is requested to provide an explanation:

[**INSERT DETAILS**].

1. **Innovation**
   * 1. In 250 words or less, detail the Panel Contractor's previous experience in identifying and delivering innovation in previous similar projects that has led to improved environmental sustainability outcomes:

[**INSERT DETAILS**].

* + 1. The Panel Contractor is requested to identify **at least one** innovation opportunity and demonstrate how the Panel Contractor will work with the Commonwealth to continually improve environmental sustainability over the term of the Contract, in the table format below:

Note: innovation categories include:

1. innovative **design** e.g. minimisation of materials by designing out waste or using less materials; or designing for improved durability, modularity or disassembly;
2. innovative **products** e.g. using products that have been refurbished;
3. innovative **materials** e.g. more environmentally friendly or safe materials or innovative ways to reuse materials as part of the project; and
4. innovative **processes** e.g. technology that will add value to the project.

|  | **[INNOVATION CATEGORY]** | **[ETC]** |
| --- | --- | --- |
| **IN 250 WORDS OR LESS, PROVIDE A DESCRIPTION OF THE ISSUE THAT WOULD BE ADDRESSED BY THE PROPOSED INNOVATION** |  |  |
| **IN 250 WORDS OR LESS, DETAIL HOW THE PANEL CONTRACTOR WILL WORK WITH THE COMMONWEALTH TO CONTINUALLY IMPROVE THE ENVIRONMENTAL SUSTAINABILITY OVER THE CONTRACT TERM** |  |  |
| **IN 250 WORDS OR LESS, DETAIL HOW THE PANEL CONTRACTOR WILL EVIDENCE AND REPORT ON ITS INNOVATION OVER THE CONTRACT TERM** |  |  |

**Attachment 1 to Tender Schedule H - Environmentally Sustainable Procurement**

**[THE PANEL CONTRACTOR'S RESPONSE TO PARAGRAPHS 3(a) AND 5(a) OF THIS Tender Schedule H - Environmentally Sustainable Procurement TO BE INSERTED]**

1. ‑ Contract